

BEFORE THE DISCIPLINARY COMMITTEE, AT TAJ PALACE,

NEW DELHI

Date: 21st November, 2010

BCCI WITNESS NO.4

Mr. SUNDAR RAMAN

The Witness Statement dated _____ is signed and affirmed by me and I affirm the contents of the same.

X X X

Cross Examination of Mr. Sundar Raman by Mr. S.S. Hora on 21st November 2010 at 6:00 p.m. at Hotel Taj Palace, New Delhi

1. Mr. Lalit Modi interviewed me following which I met the then President of BCCI after which an appointment letter was issued. I was MD of one of the group companies of WPP Group and interacted with Mr. Modi in that capacity. Upon learning of this opportunity to head IPL, we discussed this, following which my candidature was taken up by Mr. Modi. I was provided a service agreement by

Mr. Modi for appointment to this position. I will need to determine the location of the document (service agreement) in order to supply it after seeking the permission of the BCCI, specifically the Chairman of the IPL.

2. I am not related to any office bearer or administrator of BCCI. The service agreement was signed by me some time in February 2008. I have access to Governing Council minutes on request. I give input into the formation of the Governing Council agenda, which is finally prepared by the Chairman. I get a copy of the final agenda once it has been prepared. In general, the final agenda as an item has the minutes of the last meeting but not always necessarily so. I have not been invited to all Governing Council meetings since my appointment. I may not have been invited to attend probably one or two meetings. In my input to the Chairman prior to the preparation of the Agenda, I suggest issues related to the operational side of the IPL. I do not recall whether my contract was approved by the Governing Council two months after my joining. To the best of my recollection, it was ratified in one of the Governing Council meetings.
3. Upon being shown the minutes of the Governing Council meeting of 3rd April 2008, the witness confirms that his appointment was ratified in this meeting. I don't recall if this ratification was an agenda item. I can check and confirm tomorrow on this. I can't recall if the agenda and the papers included my service agreement. I can check and confirm this tomorrow. There have been other contracts ratified after signing. It was not because of operational efficiency that contracts were entered and ratified subsequently by the Governing Council. It was not a practice to ratify contracts after entering them. However, depending on the situation, on some occasions there was a subsequent ratification. I gave

my inputs for the 3rd April 2008 meeting of the Governing Council. I don't recall having seen the agenda papers of 3rd April 2008 meeting before it went to the Governing Council. The agenda is finalized and circulated by the Chairman's office. I am only responsible for the collation and preparation of those parts of the agenda of the Governing Council which relate to items that have been suggested by me for inclusion in the agenda. In addition to this, my responsibility includes anything that related to the operational side of IPL. I do not read the agenda paper all the time before its circulation to the Governing Council. I cannot recall for how many meetings the agenda papers did not come to me.

4. The scope of my responsibility is as listed in the service agreement. I have been responsible for managing the IPL tournament and the brand building and communication part of IPL as well. I am responsible for operationalizing the tournament on the ground and ensuring that things are organized on time. I was corresponding with Mr. Paul Manning with respect to the amendment of the Sony agreement. I was also corresponding with Mr. Ashok Nambissan, lawyer of Sony for the same. I was also corresponding with Mr. Kapil Agarwal of UFO Moviez regarding the theatrical rights and Mr. Kunal Dasgupta for exploiting of 150 Seconds Free Commercial Time. I do not agree that I was involved in all aspects of the IPL.
5. The total staff of IPL is 4 people in addition to me who are Ms. Gauri Gujarati, Executive Assistant, Ms. Poorna Patel, Head of Marketing Services and Hospitality, Mr. James Rego, Director Broadcast services and Mr. Hemang Amin, Finance Manager. They all report to me. Mr. Prasanna Kannan is not a part of IPL now. He was there for a year from the end of 2008 to end of 2009 to the best of

my recollection. He was involved in the co-ordination of commercial accounts but not the treasury part. I am aware that he was associated with India Cements Limited. He was responsible for the financial invoices and all contract related invoices during his tenure.

6. **Q. All contracts would be sent to him to enable him to ascertain the financial aspects. Is this true?**

A. The signed contracts received by him would enable him to ascertain the financial compliance part of the contract.

7. As COO, I did not have access to all signed contracts executed. Mr. P.B. Srinivasan is a tax advisor to the BCCI and as IPL is part of the BCCI his role remains the same for IPL as well. He also conducts the internal audit of IPL from time to time. I am not aware that he is internal auditor of India Cements. I am not aware that these gentlemen were brought in by Mr. N. Srinivasan whilst he was the Honorary Treasurer. Neither am I aware when they were brought in. Not every item of income or expenditure passed through the above gentlemen during their tenure. Some of the expenses are directly passed through the treasury office such as salary accounts, petty cash etc. Every item of income and expenditure is covered by the above two gentlemen and the treasury office. I am aware that I am not supposed to be misrepresenting while answering. I take offence to the suggestion that I am misrepresenting any fact. Mr. Modi had no cheque signing power in the IPL. The treasurer of BCCI signs the cheques on behalf of IPL. All expense cheques go through Treasurer's office except by petty cash. After Mr. N. Srinivasan became Secretary it is incorrect to say that all expenses related to IPL were

approved by him. When IPL moved to South Africa all expenses were cleared by Secretary. I am not aware if contracts were entered after obtaining the approval of the president of the BCCI and thereafter subsequently ratified by the Governing Council. I am not aware whether the contracts in South Africa were signed after the approval of the BCCI President and thereafter ratified by the Governing Council. I am aware that direction was given by the BCCI President to execute the contract with the Kochi franchisee. I am not aware of any other case where such directions were given by the BCCI President.

8. I was asked whether I would be able to give evidence in the matter sometime during June / July 2010. It was indicated to me what I have to say in the affidavit. I was asked by the BCCI President about my willingness to give evidence. I don't recall the date on which the request was made at the BCCI office in Mumbai. There was no Governing Council meeting and I would not be aware if there was any BCCI meeting. I cannot recollect whether it was in the first fortnight of June 2010. The meeting with the President BCCI lasted 20 to 30 minutes. The President asked questions to me regarding the 17th December 2009 Governing Council meeting specifically regarding the ITT for franchisee expansion and I responded to it.

9. **Q. What else was discussed that day?**

A. How does that matter to you. What is relevant has already been given in the witness statement. The rest of the discussion was regarding operational matters of IPL.

10. It is not my understanding that I will not depose on any matter not mentioned in my witness statement. My witness statement was prepared by Mr. P.R. Raman, Advocate. I did have a couple of meetings with him prior to the preparation of the witness statement. In my witness statement, I will be speaking the truth and I am not concerned about the fall out of that. I was present when the draft statement was prepared and finalized. However, the last text was e-mailed to me and thereafter I signed.

11. The President of BCCI asked me to speak to Mr. Paul Manning, Mr. John Loffhagen and Mr. Peter Griffiths regarding submission of witness statement sometime in late June / early July and I communicated this to them around the same time in a conference call along with Mr. P.R. Raman, Advocate and Ms. Arthi, Advocate. I had my first meeting regarding the preparation of the witness statement with Mr. P.R. Raman sometime in end July or early August. The President BCCI had asked me to call the above named three gentlemen for a meeting and I did so in the end of May 2010. The document placed in the Governing Council of 17th December 2009 was discussed in this meeting. I do not agree that this was allegedly placed as implied in the question. I do not recall whether the draft witness statement of the three gentlemen were seen by me prior to their signing. I am aware that Mr. Modi has been served with three show cause notices and broadly I am aware of the allegations that have been made. In my capacity as COO, I was dealing with Rajasthan Royals, Kings XI Punjab and Kolkata Knight Riders and interacting with their owners. I am aware of the circumstances in IPL 3 of the 150 seconds FCT exploitation and signing of the Kochi franchisee. I am not aware of the Web Portal rights given to TCN and subsequently given to LCM.

12. I was informed by the then Chairman of IPL, Mr. Modi that he had done a deal with LCM and that we would be entering into an agreement with LCM. I am aware of the tender for theatrical rights and submission of the tender and bidding process. I am aware that on the above charges show cause notices have been issued to Mr. Modi.

Note: Mr. S.S. Hora, Counsel for Mr. Modi, started cross examination of Mr. Sundar Raman at 6:00 p.m. The cross examination continued till 8:00 p.m. and is inconclusive. As scheduled, the cross examination shall continue on 22nd November 2010 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.

(Sundar Raman)

Date: 21st November, 2010

ARUN JAITLEY

JYOTIRADITYA M SCINDIA

CHIRAYU AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT TAJ PALACE,

NEW DELHI

Date: 22nd November, 2010

BCCI WITNESS NO.4

Mr. SUNDAR RAMAN

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Continuation of cross examination of Mr. Sundar Raman by Mr. S.S. Hora on 22nd November 2010 at 6:00 p.m. at Hotel Taj Palace, New Delhi

1. I gave Witness Statement limited to certain issues and not on all charges in the show cause notice because I discussed only these issues with the BCCI President and was asked to affirm the statement. The BCCI President had the first meeting with me and thereafter the BCCI lawyer told me to make a witness statement on these limited issues. The lawyer did not tell me about any issues on which I should not depose. I did not volunteer information to the BCCI lawyer on other issues. The lawyer finally drafted the witness statement based on my inputs. I signed on the witness statement as prepared by the lawyer.

2. Mr. Manoj Badale, Mr. Suresh Chellaram and Mr. Raj Kundara (in the last season) represented Rajasthan Royals as owners in my interactions. In the Workshops and Training Sessions, the above represented Rajasthan Royals as owners. I was aware that Mr. Lachlan Murdoch was one of the stated owners of Rajasthan Royals. To the best of my knowledge, the Governing Council was aware that these people represented Rajasthan Royals as owners. Ms. Priety Zinta, Mr. Ness Wadia and Mr. Mohit Burman were represented as owners in the case of Kings XI

Punjab including in the Workshops and Training Sessions and the Governing Council was aware that these people represented as owners. Mr. Jay Mehta and Mr. ShahRukh Khan were represented as owners in the case of KKR including in the Workshops, Training Sessions and the Governing Council was aware that these people represented as owners. I do not hold any material on the basis of which it can be said that Mr. Lalit Modi holds any stake in any of these three franchisees. This refers to both proxy or benami stake.

3. I have heard that Mr. N. Srinivasan had written to the then BCCI president seeking permission to participate in bidding for a franchise. Since India Cements is a listed company all share holders of the company are the owners of the franchise. I used to issue badges/accreditations to the team owners. For the Chennai Super kings team, the accreditations were issued to Mr. N. Srinivasan, Mrs. Chitra Srinivasan, Mrs. Rupa Gurunath and Mr. Gurunath Meyyappan. I do not recall who else was issued accreditation for Chennai team. I cannot recall and hence cannot confirm or deny whether anyone else was issued an accreditation for the Chennai team. I am not aware of any amendment in the year 2008 which enabled administrators to enter into contractual relationship in connection with the IPL. I am aware of the BCCI's position with regard to administrators owning a team but I am not aware with regard to administrators executing contracts. The position with regard to administrators owning team is that there was nothing amiss about it, if declared. The Punjab Kings XI, Rajasthan Royals and Kolkata Knight Riders teams must have got owner accreditations in favour of the person I have mentioned earlier as owners for the respective franchises. The Punjab Kings XI accreditations were also issued to Mr. Mohit Burman and Mr. Gaurav Burman. I am aware that Mr. Gaurav Burman is married to the step daughter of Mr. Modi.

I would not know if colleagues in the BCCI were aware of this. I would not know if many of them attended the engagement of Mr. Gaurav Burman with Mr. Modi's step daughter. I am aware that Mr. Gaurav Burman and Mr. Mohit Burman are brothers. I cannot recall if Mr. Mohit Burman was a part of the original bidding consortium. The Burmans are the promoters of Dabur products and are a large industrial family. I cannot comment if Burmans have sufficient financial capacity to pay for their share holding in Kings XI Punjab. It was well known that Mr. Mohit Burman hold a stake in Punjab franchise. I cannot say the same about Mr. Gaurav Burman. I got to know that Mr. Suresh Chellaram is a co-brother of Mr. Lalit Modi. I am not aware that when the franchise was won the above statement was widely publicized. I am not aware of the business antecedents of the Chellaram family. I am not aware that whether KC College in Mumbai was established by Mr. Kishan Chand Chellaram. Mr. Lalit Modi never kept his relationship with Mr. Gaurav Burman, Mr. Mohit Burman or Mr. Suresh Chellaram a secret. All e-mails sent by Mr. Lalit Modi to owners were generally sent to all Governing Council members. I am not sure about whether it was sent to the names which are mentioned above. On being shown a representative e-mail sent by me I can confirm that these e-mails were also sent to Mr. Mohit Burman and Mr. Gaurav Burman. I cannot say reading the names of the persons to whom it had been sent, whether the same had been sent to them as owners or representative of owners.

4. I am aware that Mr. Fraser Castellino is now employed with UB representing Royal Challengers Bangalore. I am aware that he was previously with Rajasthan Royals. I do not know in which capacity. I am aware that Mr. Manoj Badale has some relationship with Agilysys systems. I am not aware whether Mr. Fraser

Castellino was an employee of Agilysys. I am not aware that in the bid of the Rajasthan Franchisee Mr. Fraser Castellino was shown as the CEO of the bidder. I am not aware whether Mr. Ranjit Barthakur is a director of Agilysys and is a business associate of Mr. Manoj Badale. I cannot recall if majority of the e-mails concerned with IPL were not marked to Mr. Ranjit Barthakur. After I joined IPL, I knew Mr. Badale, Mr. Chellaram and Mr. Murdoch were the stated owners of the franchisee and not Mr. Castellino or Mr. Barthakur. I am not aware whether in the eligibility letter for Rajasthan franchisee it was mentioned that Mr. Badale would own only 36.7% of the eventual equity. I am aware that in the first round of bidding certain clarifications were issued at the time of bidding for IPL franchise. I am not aware whether the clarification permitted the group companies of the bidders to own a franchisee. I am not aware that for overseas bidders it was provided in the clarification that they can indicate in the bid the possible structure that would hold the franchise. I am not aware whether the Rajasthan franchise gave the anticipated corporate structure. I have been shown an e-mail dated 31st March 2008 where Mr. Lalit Modi has written to the IMG lawyers and franchise owners that proposed corporate structure with share holding and promoter equity details should be given to the IMG lawyers who will then prepare the franchise agreement. I confirm the existence of such an e-mail. I am not aware whether the BCCI has always maintained that the first round bidders were transparently chosen. I only read in the newspapers that Mr. A.C. Muthiah has filed a case in the Madras High Court against Mr. N. Srinivasan. I have been shown an affidavit of the BCCI in Mr. Muthaiah's case. The same is dated 23rd January 2009. It is correct that in the said affidavit BCCI had affirmed as on that date, that the bidding of the franchisees and conduct of the IPL was done in a transparent manner. I don't recall that in the bid approved for the

Rajasthan franchisee it was stated that ultimately there would be an Indian company that would hold the rights. I am not aware that the franchisee would be held by someone other than the bidder. I am not aware that 100% shares of the holding company would be by a Mauritius company. I am not aware that Jaipur IPL is held to the extent of 99.9% by EM Sporting Holdings Limited, a Mauritian Company. I am not aware that the IPL wanted all agreements with the franchisees to be executed before the start of the IPL season-1. I am not aware that all these agreements were executed before the first fortnight of April 2008. I was not co-coordinating with Ms. Vandana Gupte with regard to these agreements. I am not aware whether the ultimate holding company of the Rajasthan franchisee was incorporated on 5th May 2008. I am not aware that non-formation of the holding company was the reason why they asked their nominees to hold the shares in the first instance. I am not even aware whether they ever asked their nominees to hold their shares.

5. I am not even aware whether there were any nominees. I am generally aware that Bank Guarantees had to be given by the franchisees. I am not aware that for Jaipur IPL, the bank guarantee was given by EM Sporting Holdings Limited. The Bank Guarantee aspect would have been handled by the Chairman, IPL. I am not sure of this fact since at that time I was not part of the organization. I have read in the media that there has been a new buyer into the Rajasthan Royals franchisee viz., Kuki Investment owned by Mr. Raj Kundra.
6. **BCCI W-4/1** is a complete e-mail trail from 11th February to 3rd March 2009. The queries in relation to the share holding pattern have been marked to me but the responses have not been marked to me. The document indicates that the

response with regard to share holding structure and its pattern is marked to Mr. Prasanna. I am not aware that IPL has received the transfer fee with regard to these transfers. The amount to be paid on share transfer was discussed at the Governing Council meeting dated 11th August 2009. The Chairman, IPL maintained that the amount payable was 5% of the incremental gain to the share holder and not on the full transaction amount.

Note: Mr. S.S. Hora, Counsel for Mr. Modi, started cross examination of Mr. Sundar Raman at 6:00 p.m. The cross examination continued till 8:00 p.m. and is inconclusive. As scheduled, the cross examination shall continue on 23rd November 2010 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.

(Sundar Raman)

Date: 22nd November, 2010

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT TAJ PALACE,

NEW DELHI

Date: 4th July 2011

BCCI WITNESS NO.4

Mr. SUNDER RAMAN

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**Continuation of Cross Examination of Mr. Sunder Raman by Mr. Abhishek Singh,
Advocate on 4th July 2011 at 8:20 p.m.**

1. I have in-principle permission to provide my Service Agreement from the Chairman IPL. I have not brought the same today but can bring the scanned copy of the same tomorrow.

Per Disciplinary Committee

At this stage, we asked counsel for Mr.Modi the relevance of the witnesses' Service Agreement in this enquiry. He says that he wishes to test the veracity of the witness in terms of Section 146 of the Evidence Act. The Service Agreement of the witness points out the terms of his engagement. It has no bearing on the charges against Mr. LalitModi nor is it relatable to the veracity of any statement that the witness had said so far. Questions in regard to the witnesses' Service Agreement are irrelevant and disallowed.

2. I have not been able to confirm about whether the ratification of my appointment was an agenda item in the Governing Council Meeting.
3. **Question:** Do the terms of your Service Agreement provide for a procedure for termination.

Per Disciplinary Committee

Question is disallowed since it is irrelevant to the subject matter. Counsel persists on asking questions with regard to the Service conditions and job security of the witness. It appears that the counsel is trying to prolong the cross examination

with irrelevant questions. He insists on repeating the same question after it has been disallowed. Counsel is requested to resist from the same.

4. It was never indicated to me in April 2010 that my services may be terminated by the BCCI as the COO of the IPL. The President, BCCI has not held me responsible along with Mr. LalitModi with regard to decisions taken in the IPL. I am not aware of any media reports quoting the BCCI President stating that I can be removed as COO of IPL for acts of omission and commission.
5. I am aware of who Sunil Valson is.
6. **Question:** Did you have any quarrel with Mr. Sunil Valson during a Delhi match of IPL 3?

Per Disciplinary Committee

Question disallowed as irrelevant to the charges against Mr. LalitModi and this enquiry.

7. **Question:** Whether President BCCI was unhappy with the witness with regard to the alleged quarrel with Mr. Sunil Valson?

Per Disciplinary Committee

Question disallowed as irrelevant to the charges against Mr. LalitModi.

8. There are contracts in relation to an awards function where awards are given for performance in IPL. I handled the operational aspects of these contracts. I am not

aware whether the President BCCI was unhappy with me in relation to these contracts. If any member of the Governing Council wanted details with regard to operational aspect of the league I would be required to supply the same with the approval of the Chairman. I have operational responsibility of the tournament and if any irregularity came to my notice I would report it to the Chairman IPL and not necessarily the Governing Council. I have not made any earlier complaint prior to my witness statement to any member of the Governing Council against Mr. LalitModi.

9. **Question:** Is it true that your witness statement is confined to only two issues namely Media Rights and ITT published on 22nd Feb 2010?

Per Disciplinary Committee

The witness statement is a matter of record and so are its contents. What is on record cannot be a matter of cross examination.

10. I have broadly read the three show cause notices issued to Mr. LalitModi. I may not have read them very minutely. I may have knowledge on charges other than the ITT and MRLA.
11. **Question:** Though you may have knowledge of some other allegations, is it true that your witness statement is confined to only two allegations?
12. **Answer:** Yes.

13. The constitution of the BCCI provides for IPL. There are rules indicating how IPL will function. These facts are mentioned in the BCCI constitution. The day to day affairs of the IPL were conducted in consultation with the Chairman and decisions implemented with his approval.
14. **Question:** You did not find any of Mr. LalitModi's decision contrary to Governing Council rulings?
15. **Answer:**My reporting structure was to Mr. Modi and I was not taking direct orders from the Governing Council members.
16. **Question:** How many Governing Council meetings you have attended?
17. **Answer:**I have attended many meetings of the Governing Council.
18. **Question:** I put it to you that you never complained against Mr. Modi to anyone prior to your witness statement since you felt that Mr. Modi had done no wrong?
19. **Answer:**My reporting structure was to Mr. Modi and it was not a part of my responsibility to report against Mr. Modi.
20. **Question:** If there is a conflict between Mr. Modi's decision and that of the Governing Council which one you will follow?

Per Disciplinary Committee

Question disallowed as it is purely hypothetical.

21. **Question:** You did not make a complaint against Mr. Lalit Modi to the Governing Council since all his decisions were approved or subsequently ratified by the Governing Council?
22. **Answer:** It was my responsibility to report to Mr. Modi and not make any grievances against Mr. Modi.
23. I attended the Governing Council meeting on 17.12.2009. It is a matter of record what I have said in my witness statement.
24. The reference to the proceeding of 17.12.2009 in my witness statement is based both on my memory and the documents. This is in relation to the events that transpired on 17.12.2009.
25. **Question:** Do you remember everything that transpired in the meeting of 17.12.2009?

Per Disciplinary Committee

Question is disallowed as vague. Counsel is advised to ask specific questions.

26. **Question:** Who were the members that attended the meeting?

Per Disciplinary Committee

The minutes of the meeting are on record. The attendance of the meeting has nothing to do against the charges of Mr. Modi. This question also appears to be a part of the tactics prolonging the cross examination. The question is disallowed. The counsel is now warned, that if he persists with irrelevant questions, we may have no option but to close the cross examination of this witness.

27. **Question:** Do you remember the Agenda of the meeting dated 17.12.2009?
28. **Answer:** I don't remember the Agenda of 17.12.2009.
29. The witness is now shown the Minutes of the Governing Council meeting dated 17.12.2009 particularly item 10.
30. Item 10 of the minutes does not record that any ITT relating to two new franchisees was placed or approved.
31. Since the minutes of the meeting dated 17.12.2009 are already on record, witness is not required to read the same or affirm its facts.
32. Witness is confronted with paragraph 2 of his witness statement wherein it is mentioned that the ITT for two additional franchisees were approved in the meeting of 17th December 2009 and that the minutes do not make any reference to this approval.
33. I maintain that the ITT was a part of the Agenda items kept for approval in the meeting of 17.12.2009.

34. **Question:** Do you mean to say that the minutes of the meeting dated 17.12.2009 are not correct?
35. **Answer:**The minutes approved the two new franchisees and the reserve price of 225 Million US\$ which was placed before the Governing Council.
36. A copy of the ITT filed before the Disciplinary Committee bears my signature on the opening sheet and the statement above my signature is written by me.
37. I have written in this note that “This was the ITT as was presented and shared with the GC in December 2009 and as approved.” I was asked by the BCCI President whether this was the ITT put up before the Governing Council and I confirmed the same. I made this noting in Mumbai at the BCCI office during my discussion with the BCCI President. This was after the issuance of show cause notice to Mr. LalitModi. I made this in the presence of the BCCI President. There was no discussion with regard to the time and date of the place of recording. The date of the Governing Council meeting where the ITT was allegedly approved was not mentioned in the noting.What is mentioned was only the month of December 2009 as it was the only Governing Council meeting that took place in the month of December 2009. I may not have remembered the exact date of the GC meeting. However, I clearly remember that this was the only GC meeting occurred in the month of December 2009. This was not the ITT as ready for publication.

38. I do not recall the difference between what was placed in the meeting and what was finally published on 22nd Feb 2010 apart from the two clauses that have already been specifically detailed.
39. Not being a lawyer, I will not be able to compare the two documents and give you the nature of differences apart from the two clauses that I have mentioned.
40. I would not know without seeing the documents in detail whether there are several other differences between them other than these two clauses. I cannot respond to your suggestion without seeing the documents that there are many differences between the two ITT documents. Mr. John Loffhagen was looking after the drafting of the ITT.
41. I do not recollect specifically whether I told Mr. John Loffhagen or Mr. Peter Griffith of IMG that ITT version on which my subsequent noting had been made had been approved in the GC Meeting of 17.12.2009.
42. I did not send the ITT on which my noting was present to Mr. John Loffhagen or Mr. Peter Griffith after the show cause notice was issued. It is correct that I informed Mr. P R Raman apart from the President, BCCI about the version of the ITT that was approved by the GC on 17.12.2009 as noted by me.
43. I may have met Mr. Peter Griffith on 20th February 2010. Since we have been preparing the tender during that week, it is likely that we met during that week. I would have met Mr. Lalit Modi along with Mr. Peter Griffith on or around the 20.2.2010. There is no reference to the meeting on or around the 20th February

2010 in my witness statement. I had not mentioned about this meeting since it was not considered necessary. We were meeting Mr. Modi almost on a regular daily basis since the season was approaching and many instructions needed to be taken. I cannot specifically say that the ITT which bears my endorsement was not ready for publication because it did not have franchisee agreement. There could be several reasons why it was not ready for publication. I will have to read the document to ascertain that and I cannot do that tomorrow as the document is in Bombay. I can only do it when I am in Bombay next.

44. I did not complain to anyone about the changes made by Mr. Modi as I made the changes on his instructions. As I took instructions from Mr. Modi, I obviously presumed that he had the requisite authority to ask me to make those changes. I am supposed to follow the instructions of Mr. Modi and obviously when he gave the instructions I believed he has the authority to say so. I have not mentioned anything about Mr. Modi acting without any authority as I was not making any observation against him.

45. I had seen the ITT before its publication on 22.2.2010. I was involved with the publication of the ITT. I do not recall that the ITT was circulated to the members of the Governing Council before its publication. I can search for any e-mail records of the said circulation. I will check it out in the next couple of days. Every member of the Governing Council could access the ITT after its publication. I do not know whether any one read it.

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Note: The cross examination of Mr. Sunder Raman started at 8:20 p.m. and continued till 10:25 p.m. The cross examination is inconclusive and shall continue on 5.7.2011 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.

(Sunder Raman)

Date: 4th July 2011

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R. AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT TAJ PALACE,

NEW DELHI

Date: 5th July 2011

BCCI WITNESS NO.4

Mr. SUNDER RAMAN

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**Continuation of Cross Examination of Mr. Sunder Raman by Mr. S.S. Hora, Advocate
on 5th July 2011 at 6:00 p.m.**

1. It is correct that I have referred to the Governing Council meeting dated 14th August 2009 in my witness statement. I can't recall the exact date of the GC Meeting. There may have been a GC Meeting on 11.8.2009, I can't recall exact dates. It is possible that the 11.8.2009 meeting's minutes were approved on 2nd September 2009 but I am not sure. On being shown the minutes, the witness confirms the minutes were approved on 2.9.2009. My statement in paragraph 6 of my witness statement was based on document that was shown to me by the President and Secretary of BCCI among others.

2. I don't remember how many days had elapsed between being shown the document and my making the witness statement. The gist of paragraph 6 of my witness statement was shared with the President and Secretary of the BCCI. I can't recollect who else was present amongst the members of the GC. I have no role regarding the approval /disapproval of Agenda items in the GC Meetings. The description of the decision taken on any particular agenda item would be better described by a member of the GC present in the meeting than by me. I cannot recall the Agenda or the documents placed at the GC meeting dated 11th August 2009.

3. I confirm that the Agenda stated that all Vendor contracts should be approved and the minutes dated 11th August 2009 that were approved on 2nd September 2009 include item 6(f) that all contracts as enclosed in Annexure C were approved during that meeting. The agreement with CSA can be treated as a Vendor Contract. This was an agreement for hosting the IPL 2 in South Africa. The Novation agreement with Live Current Media and Global Cricket Ventures with BCCI is not a vendor contract. Vendor contract is one where a company provides services for a payment. Where a company gets only the rights for commercial exploitation, it is not a vendor contract. According to my definition of vendor contract as stated above, item Nos. 2, 14 and 15 of Annexure – C of the minutes are not vendor contracts.

4. According to my interpretation none of the other contracts save the ones mentioned above grant the right for commercial exploitation to the party concerned. I am in no position to say of what others would think of my definition of vendor contract. Item 13 which refer to IMG contract with the BCCI is a vendor contract according to me. Annexure C includes contracts for services as also for goods and does not refer to any contract as a vendor contract. I am not aware that the condition in the franchisee ITT pertaining to Bank Guarantee and Net worth were approved by the President of BCCI before being published. I participated in the GC Meeting dated 7th March 2010. The Minutes of the GC Meeting of 7th March 2010 broadly reflects what happened in the meeting with regard to these two conditions.

5. The Sahara agreement for the additional franchisee was executed on or around 6th April 2010. I remember the Kochi franchise agreement was executed within a week thereof. The President spoke to me and also told me that he had spoken to Mr. Lalit Modi to get the Kochi agreement executed expediently. At that time we were in the midst of IPL season 3. There was no operational consideration for early execution of the Kochi agreement.

6. The logical reason was that payments would start coming in and Bank guarantees would be issued and further that the franchisee would have a longer time to prepare. I don't remember exactly when the Sahara payment started coming in. I don't even recollect when the Rendezvous payment started coming in. As far as I recall the Kochi bid was submitted by entities who subsequently wanted to form a company. On the date of signing the franchisee agreement they had still not formed a company. The BCCI President was keen on signing the agreement with the successful bidder. This was to enable the completion of the process.

7. I do not recollect if any other franchisee agreement is signed with the company other than the franchisees. I am unable to state if the non-signing of the agreement with an unincorporated entity would put the BCCI in breach of any agreement. The franchisee agreement has to be signed on the terms contained in the document prepared by the BCCI. We discourage retyping of the document since that would entail comparison of the retyped document with the original. I confirm that Kochi had brought the document which was retyped and not the same which we had sent. IPL insisted on bringing the water marked document as was provided. I would not know the number of the meetings between Mr. Lalit Modi and the Kochi franchisee between 21st March 2010 and the signing of the

document but I do remember that one meeting took place in Hotel Maurya, Delhi and one in Bangalore during one of the IPL matches both of which I participated in.

8. I don't recall any intimidation by Mr. Lalit Modi in these meetings. In those meetings Mr. Lalit Modi did not threaten them that if they insisted on their contractual rights he would remove the player spending cap and increase the cost. In the meetings he did not threaten them with a PIL to block the stadium construction on environmental grounds. In those meetings Mr. Modi did not threaten them that if they persisted with their contractual rights he would shift them to Guwahati or Bhiwani. Mr. Modi did not threaten them with player retention policy which would ensure the existing franchise retains six players.
9. The Governing Council of IPL decides on the players capping expenditure and the retention policy. The allocation of the stadium is discussed with the franchisee and approved by the Governing Council. I am aware that it was Mr. Lalit Modi's general view that after IPL Season 3 all players should go into the common pool.
10. On or before opening of the Tender it was not known or even mentioned that there was sweat equity. I first came to know about the alleged sweat equity when Mr. Lalit Modi discussed it in the Bangalore meeting. It was mentioned by the bidders at Bangalore that a certain percentage of equity was with persons who were not investors but the entire details were not discussed. I do not recollect everyone who was present but some IMG personnel were present in Delhi and Mrs. Akhila Kaushik BCCI's counsel was present at Bangalore. I don't remember if Mr. John Loffhagen, Mr. Peter Griffiths or Mr. Paul Manning were

present in either of the meetings. In the Bangalore meeting Mr. Modi insisted on knowing the names of all the share holders of the Kochi franchise. Mr. Lalit Modi received a phone call during the meeting and he said that this is a call from Mr. Shashi Tharoor requesting him not to ask for the share holding details of Kochi Franchisee. The Bangalore meeting was minuted. The draft minutes of the Bangalore meeting with Kochi Franchisee and corrected version are collectively marked as **BCCI W-4/2**. I am not aware whether Mr. Modi informed the President that Mr. Shashi Tharoor had called.

11. **Question:** Are you aware that the BCCI President insisted on signing the agreement and it was signed within 24 hours of this meeting.
12. **Answer:** I am not aware with regard to the signing of the agreement within 24 hours of this meeting but I do remember the President was insistent on signing the contract with the successful bidder.
13. I do not remember exactly the last date for the 1st round bid submission but it was probably the 4th or 5th of March 2010. Two bids had come within the prescribed time limit. I am not aware that any bid had come after the time had elapsed.
14. I am not aware that either Mr. Shashi Tharoor or his Secretary Mr. Jacob telephoned the BCCI President and Mr. Modi to accept the Kochi bid. I do not recollect whether in the GC Meeting on 7th of March 2010 the bids were placed before the GC and then they were subsequently scrapped or they were scrapped without even placing before the GC. The bids were not opened. I don't recollect

whether there were two or three bids on the 7th of March 2010. I am not aware of the BCCI President asked Mr. Lalit Modi to ante time the Kochi bid.

15. I am not aware whether the President had prior to the GC Meeting on 7th March instructed IMG Lawyers to already redraft the ITT. I personally did not receive any complaint prior to the 5th of March 2010 in the context that the conditions in the IPL tender were onerous. I do not recollect if IPL or BCCI received any complaints about the alleged onerous conditions. The minutes of the GC of 7th March 2010 mentions that companies like Sahara and Jagran had made complaints against the onerous conditions. I am not aware of a complaint from any other organization. I do not recollect if Sahara and Jagran had purchased the tender documents. Jagran did not give any bid in the second round. I am not aware whether the complaints of Sahara and Jagran came on the 6th of March 2010.
16. The President BCCI does not carry a mobile phone. I am not aware if on the evening of 6th March 2010 the President asked Mr. Modi to procure complaints from Sahara and Jagran. I am not aware that he spoke on Mr. Modi's mobile phone to Mr. Shailesh Gupta of Jagran and Mr. Abhijit Sarkar of Sahara. I am not aware if the complaints from Sahra and Jagran were received on Mr. Modi's e-mail on the night of 6th March 2010 so that they could be placed in the GC Meeting of 7th March 2010.
17. I deny the suggestion that the bids had already been cancelled and the GC meeting has merely been a formality. In the meeting of 29th March 2010 at Delhi the Kochi bidders were apprehensive about a quick return on their investment. I am aware that in the joint venture agreement between the partners of the Kochi

franchisee they had capped their liability to US \$ 55 Million. This capping of the liability was not in consonance with the IPL tender conditions. There was a query from the Kochi franchisee if they could play at International venues like the Middle East. This request was declined by Mr. Lalit Modi.

18. I am not aware if Mr. Modi has signed the Franchise agreement subject to the approval of GC. I do not recollect if the Kochi agreement had been subsequently approved by the GC after Mr. Modi signed it. I can confirm when I have the opportunity to physically look at the document. It is correct that BCCI issued a show cause notice to Kochi franchisee as to why their franchisee could not be terminated after the signing of the agreement by Mr. Modi. The witness is shown a copy of the show cause notice marked as **BCCI W-4/3**. He confirms the same. There was a disagreement between the owners (investors and non paying investors) and BCCI was concerned about the stability of the franchisee and therefore the notice. There was cross communication between two groups of shareholders that they should not recognize the other group (these communications would be marked on the record after they are produced by the witness).
19. **Question:** Would BCCI have been better placed to terminate the Kochi franchisee under the first ITT or the second ITT with a reduced Bank Guarantee cover?
20. **Answer:** I don't have a view on this matter.
21. The decision to issue notice to the Kochi franchisee was taken at the GC meeting in which I was present. I do not recollect the view of the BCCI President or

Chairman IPL on that matter. They responded by settling their disputes and the show cause notice stood exhausted. I can produce the response of the Kochi franchisee after I go back to office. BCCI had no role in compelling the non paying share holders to remain in the franchisee.

22. **Question:** Did BCCI insist on keeping the nonpaying shareholders in the franchisee?

23. **Answer:** This is not correct. The BCCI insisted that the share holders should settle their dispute and speak in one voice.

24. In the fresh agreement submitted to the BCCI there was a change in the share holding pattern compared to what was given in the bid. In the case of Punjab and Rajasthan Franchisee the change of ownership and control was a ground to issue a termination notice. I deny the suggestion that there was only a change of share holding and not control in the Punjab and Rajasthan Franchisee. I have seen media report that Mr. Shashi Tharoor publically welcomed the decision of the BCCI not to scrap the Kochi franchisee. I am not aware that Mr. Tharoor was in communication with the President all through the time when there was a controversy. To my knowledge Kochi has paid the full amount. They had initially written to the BCCI that they are not inclined to pay the full amount. BCCI insisted on them paying the full amount.

Per Disciplinary Committee

We have allowed counsel for Mr. Lalit Modi to ask the above mentioned questions even though they relate to IPL 2011 and have nothing to do with the

charges against Mr. Lalit Modi. Counsel is requested to confine himself to the show cause notices and his defense.

25. **Question:** Would the Kochi franchisee have been a loss making venture for the first few years?

Per Disciplinary Committee

Question is disallowed as not relevant to the subject matter in issue.

26. It is not imprudent to know the real owners behind the franchisees before signing the franchisee agreement.
27. I deny the suggestion that the BCCI President insisted on signing the Kochi agreement without verifying the antecedents of the shareholders. The service agreement of Mr. Sundar Raman is marked as **BCCI W-4/4**.

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Note: The cross examination of Mr. Sunder Raman started at 6:00 p.m. and continued till 9:15 p.m. The cross examination is inconclusive and shall continue on 6.7.2011 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.

(Sunder Raman)

Date: 5th July 2011

BEFORE THE DISCIPLINARY COMMITTEE, AT TAJ PALACE,

NEW DELHI

Date : 6th July 2011

BCCI WITNESS NO. 4

Mr. SUNDAR RAMAN

X X X

**Continuation of Cross Examination of Mr. Sundar Raman by Mr. S.S. Hora, Advocate
on 6th July 2011 at 6:00 p.m.**

1. I do not recollect that Kochi submitted two separate versions of their internal agreement with regard to the shareholders of the UJV.
2. I am not aware it it is a fact that Mr. Ranjit Barthakur and Mr. Frazer Castellino transferred their shareholding to the Mauritius Holding Company to match the original shareholding structure submitted to the BCCI.
3. I did write to all the franchisees asking for their shareholding structure sometime after April 2010. I did not study them but forwarded them to the legal team. Exhibit marked as **BCCI W-4/5** is an e-mail from Mr. Prasanna to various franchisees, copied to the witness, asking for their shareholding structure in 2009 and the response of Rajasthan Royal annexing their shareholding structure is confirmed by the witness.

4. Exhibit marked **BCCI W-4/6** is an e-mail from Mr. Prasanna to the franchisees in which RR supplied the shareholding structure of their parent Mauritian Holding Company, copied to the witness, and is confirmed by the witness. Exhibit marked **BCCI W-4/7** is an e-mail from Mr. Prasanna to the Treasurer BCCI detailing the payment to be made for transfer of shareholding of RR to Kuki Investments on which the witness was marked a copy. The same is confirmed by the witness.
5. I am not aware if any objection was taken by BCCI prior to 2010 with regard to shareholding structure of RR. I am aware now that the bid was made by GMR Holdings and the Franchisee agreement was entered with GMR Sports Pvt. Ltd. When I sent the mail in 2010 we did receive the share holding pattern of GMR. I do not know whether there were four other shareholdings other than GMR Sports.

Per Disciplinary Committee

Counsel seeks to place on record the Annual Return of GMR Sports for two years which is collectively marked **BCCI W-4/8**. It is objected by BCCI that this document is being produced late. We clarify that if relevant documents are produced before the Committee at any stage, it is within the discretion of the Committee to waive off technicalities and place it on record.

6. Even in the case of Kolkata, the bid was made by Red Chillies Pvt. Ltd. and the agreement was signed with Knight Riders Sports Pvt. Ltd. Counsel for Mr. Modi places on record the Kolkata ROC records which are marked as **BCCI W-4/9**. The Company had sent the BCCI the record sought for 2009 and 2010. I don't remember if the ownership structure had undergone a change in 2011.
7. Even in case of Mumbai the bid was made by Rathi Priya Trading Pvt. Ltd. and the agreement was signed by India Win Sports Pvt. Ltd. I do not know the holding

pattern of Rathi Priya Trading Pvt. Ltd. The shareholding pattern of Rathi Priya Trading Pvt. Ltd. is already on record. The Annual Return of India Win Sports Pvt. Ltd. of 2008 shows a change in the share holding pattern from the time of bid. The Annual Return of India Win Sports Pvt. Ltd. of 2009 also shows a change in the share holding pattern of the company. The same is marked as **BCCI W-4/10**.

8. Action with regard to change in shareholding structure and signing agreement was taken only in the case of Punjab and Rajasthan and not others. This may be because the IPL felt that there may be no change in ownership/control in the other companies. It is not correct that the notice was given out of malice due to relationship between Mr. Modi and the owners of the two franchisees.

Per Disciplinary Committee

Counsel seeks to place on record the notice given to the Punjab and Rajasthan franchisees and they are collectively marked as **BCCI W-4/11**. Counsel seeks to ask questions about the order of the arbitrator and the subsequent order of Bombay High Court. Since these are a matter of judicial proceedings counsel may place them on record rather than asking questions on the same. The order of the Arbitrator and the High Court in the case of PUnjab and Jaipur are collectively marked as **BCCI W-4/12**.

9. I am aware that IMG Lawyers had been told by IPL to prepare the theatrical rights ITT sometime around January 2009. I am aware of instances where Cinema Hall owners illegally screened IPL matches in 2009. I am not aware of Mr. Modi's reasons to monetize the theatrical rights. I cannot say whether it was because of infringement by some theatre owners and to commercially exploit the theatrical rights. It is not correct that Secretary BCCI was not in favour of monetizing theatrical rights. The Secretary BCCI had raised various issues during the

discussions such as taxes and the potential adverse impact on stadium attendance where the matches were played. I cannot say that the rights could not be monetized because of resistance from Secretary BCCI.

10. In 2010 a similar discussion took place but the rights were tendered. Mr. Modi had obtained a tax advice as decided by the Governing Council but I cannot recollect the content of that advice. The tender that was issued for theatrical rights was for global theatrical rights. There was a criterion of 750 theatres access for the bidders. The relay of the signal to carry this transmission would require similar coding and decoding as is used for other satellite television programme transmissions. I am aware of UFO movies but unaware of Real Image, Scrabble, Pyramid or any other that provides such service. I am not aware of the business model of these companies whether they don't do distributorship but charge a fee for the technical services they provide. I cannot comment on the structure of the tender whether it should include marketing agents besides service providers or not.
11. The tender required a failsafe mechanism for delivery which implied that they should have a technical capability whether in house or outsourced. No objection was received from any GC member or prospective bidder regarding the terms of the tender once it was put out. I was present when the tender was opened in Oriental Mandarin, Bangkok. I can't recollect what was the minimum bid amount. Mr. Lalit Modi, Ms. Radhika Moolraj, Special Assisnat of Mr. Lalit Modi and Mr. Niranjn Shah were present to the best of my recollection at the time of opening of the tender.
12. I am not sure whether Mr. I.S. Bindra was present. There were two bids i.e., ESD and Triplecom. They are different individuals who represented these companies at the bid and there were different shareholding but I do not know who the

shareholders were. However, they used the same technical partners. The bid of ESD was almost double of that the Triplecom. IPL had released a Press Statement stating that ESD had won the bid and UFO movies was their technical partner on the same day.

13. It was also exhibited in the IPL Newsletter of November 2009. The Press release also stated that the agreement is subject to the approval of the GC. The members of the GC apart from Mr. Modi who were present at the opening of the bid at Bangkok did not object that both the bids had same technical tie-up in terms of partner. I cannot verify if UFO network had an access to as many as 1700 theatres. I do not recollect if any objection was raised in the GC Meeting where the agreement was placed for approval. There was a discussion in the GC which required an opinion on tax issues prior to signing of the agreement, which is why it took time to sign the agreement. Also please keep in mind this was holiday season.
14. I am aware that ESD was based somewhere in the Middle East and Mauritius. I deny the suggestion that it was on account of Secretary BCCI's insistence that the execution of the theatrical contract was delayed to 22.1.2010. It was on account of the discussion at the GC and the consequential action that this may have happened. I cannot comment that the time period was too less between the signing of the agreement with ESD and IPL Season 3 in order for ESD to successfully relay transmission of IPL Season 3 after obtaining regulatory approval. The IPL 3 was to commence on 12th March, 2010. I am not aware that a foreign company cannot make collections directly from theatres without RBI approval. I am not aware as to this is the reason why ESD nominated an Indian Company to fulfil the responsibilities under the theatrical agreement. I am not aware that UFO is a Venture Capital controlled company. I am not aware that

Valuable Media is a minority stake holder in that company. I may have information to show that UFO is a Valuable Group subsidiary. I may have to look into it. As soon as I get back to the Office I will locate and supply the document. I cannot comment on whether UFO is neither controlled nor run by Valuable Media or whether it is a professionally run company.

15. The witness shows the website of Valuable Group wherein UFO movies is listed as one of the companies which was part of the Valuable Group. The witness also states that in addition to this if he has any other document in his office he will offer to the Disciplinary Committee as soon as he gets to the office.
16. I am not aware that in 2005 Valuable Media's stake was 10% in UFO Movies nor am I aware that the stake was never increased beyond 30%. I do not know who the shareholders of UFO movies are today. I am not aware that the majority stake is held by 3i and Provident. I am not aware that ESD had stated that an Indian arm is necessary to be able to relay the matches in IPL Season 3. The decision whether facilitation would be prudent or not would be the domain of the GC and not mine. I cannot recall nor confirm that the first GC after signing of the ESD agreement took place five days before the start of the Season 3. On being shown the minutes the witness confirms that the first GC meeting was held on 7th March 2010. I am aware that ESD made a request that their Indian Rights should be handed over to Crown Infotainment. I am aware that this assignment was allowed subject to the fact that ESD would still be responsible for all obligations to BCCI. It is correct that BCCI had communications with ESD and UFO Movies with regard to theatrical rights and not with Crown Infotainment. I was personally interacting with Mr. Kapil Agarwal of UFO Movies on the operational aspects of the transmission.

17. The payment for 2010 season was made by ESD and not by CIPL. the fact that operationally we are not co-ordinating with CIPL does not imply that it is a limited assignment. The assignment to CIPL did not cause any loss to BCCI from the aspect of the winning bid. I do not know how many theatres were used to display the matches but they obviously should have met their eligibility criteria. I cannot say that a marketing company winning bid was unusual or not as this was the first theatrical rights that have been given for a sporting event. In television rights, marketing companies used to participate in the bidding. I am not aware that Real Image had over a 1000 screen with the same technology when the bid was made. No notice for any malpractice was given by BCCI to either ESD or UFO movies regarding the bid. The ESD contract was terminated with mutual consent prior to Season IPL 4. I cannot speculate on the reasons why ESD wanted to cancel the contract. I deny the suggestion that ESD wanted to cancel the contract because they have suffered loss in IPL 3. In the mutual termination of ESD's contract there was no mention of any bid rigging. The entire global contract including the rights given to CIPL for India were terminated. I do not recollect who all signed the termination contract i.e., whether it was bilateral or tripartite. I will have to seek the permission of the Governing Council for placing the same on record. I will seek the permission through the Chairman.
18. The witness confirms that in certain e-mail marked as **W-4/13** he was corresponding with ESD and nor CIPL.
19. Yes, I have been copied on few mails from Mr. Giles Clarke, Chairman ECB on Champions League. In Champions League negotiations Mr. Giles Clarke wanted ECB' share to be 25%. It was recommended that BCCI should have minimum of 50% shares and the balance could be shared among other Boards may be 16.67% each. Mr. Lalit Modi was discussing on behalf of BCCI with regard to Champions

League. ECB was represented by Mr. Giles Clarke but I cannot say that Mr. Modi had the authority to do the discussions.

20. **Question :** It was due to Mr. Lalit Modi's insistence that BCCI will not dilute its share below 50% that ECB did not have a share in the Champions League.

Answer : It was due to BCCI's insistence and not Mr. Modi's that BCCI's share be not lower than 50% and the balance had to be shared between the other cricket Boards viz., South Africa, Australia and England if they decided to participate.

21. I cannot say that it was due to England's insistence of retaining 25% that no agreement could be reached between the parties. I cannot say that there were any hate mails exchanged between Mr. Giles Clarke and BCCI due to England not getting a share in the CL.

22. I am not aware whether there was any malice between Mr. Lalit Modi and Mr. Giles Clarke because of this reasons. I am not aware if there was a difference of opinion between Mr. Modi and Mr. Giles Clarke on the issue of priority / preference that the English players would have to follow if there was a conflict between County and their IPL team.

23. I am not aware if Mr. Giles Clarke wanted the CLT20-2010 to take place in October and Mr. Modi wanted it to take place in September. The tournament took place in September and October. There was no English team participation due to a clash with their domestic fixture. I am not aware if Mr. Giles Clarke had asked Mr. Lalit Modi to accommodate the dates, however, there may have been request from the ECB to the BCCI.

24. I am not aware that Mr. Giles Clarke took offence that Mr. Lalit Modi did not accept his request. I have no comment on Mr. Giles Clarke refusing English players for IPL 2008. I am aware that there was no NOC granted by the ECB for

the IPL 2008 season. The GC took the decision that no player could play without an NOC from their respective Boards. I am not aware if Mr. Modi had the same individual stand but the GC as a collective body took the stand. Mr. Modi followed the decision of the GC which was not to allow any player who has not taken an NOC from their Board.

25. In fact this was part of the player regulations. Yes, Mr. Modi had sent a mail to all the Boards regarding this decision taken by the GC. I am not aware that Mr. Giles Clarke wanted rescheduling of IPL so that the English players could participate in IPL. I am not aware of any grudge Mr. Giles Clarke had on Mr. Modi. South Africa was the preferred choice for hosting IPL 2 compared to England for operational and logistical reasons. The Working Committee's preferred choice was UK but operational reasons compelled IPL 2 to be held in South Africa. I am not aware whether Mr. Giles Clarke was keen on IPL 2 being held in UK. I am not aware if Mr. Giles Clarke or ECB wanted to replicate the T20 format in the UK. I am not aware that Mr. Allen Stanford and Mr. Giles Clarke had conceptualized a Super T20 series in UK after the IPL started and that the model failed.
26. I am not aware if Mr. Modi had taken a position against the participation of ICL Players in English Counties. It is correct that mails were exchanged to the effect that English Counties which have ICL players will not be allowed to play Champions League. Even though I am aware of the existence of such email, I do not know between whom they were exchanged. I do not know if there were only three English counties which did not have ICL players. I do not know if there was a personality clash between Mr. Giles Clarke and Mr. Lalit Modi. I am not aware if for any of these factors Mr. Giles Clarke harbored a grievance against Mr. Lalit Modi.

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Note : The cross examination of BCCI Witness No. 4, Mr. Sunder Raman started at 6:00 p.m. and continued till 9:00 p.m. The cross examination is inconclusive. In partial modification of our earlier order, the cross examination of Mr. Sundar Raman shall continue on 7.7.2011 from 2:00 p.m. to 6:00 p.m. at hotel Taj Palace, New Delhi and not at 6:00 p.m. as earlier scheduled.

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

(Sunder Raman)

Date : 6th July 2011

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R. AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT TAJ PALACE,

NEW DELHI

Date : 7th July 2011

BCCI WITNESS NO. 4

Mr. SUNDAR RAMAN

X X X

**Continuation of Cross Examination of Mr. Sundar Raman by Mr. S.S. Hora, Advocate
on 7th July 2011 at 2:00 p.m.**

1. I do not remember if there was a resolution of the GC to the effect that all tender documents have to be approved by Mr. Modi, Mr. Srinivasan and Mr. Bindra. I can check and confirm if there is any such resolution. I cannot say if any such resolution was passed by Marketing Committee of BCCI since I am not a part of the BCCI Marketing Committee. I would not know if the Marketing Committee of the BCCI takes decision with regard to IPL tenders. IPL is a separate sub-committee of the Board distinct from Marketing Committee. I do not recollect any decision wherein the Franchisee tender documents had to be approved by Mr. Bindra and Mr. Srinivasan. Resolution of item No. 8 of the Working Committee of 18th December 2009 does not pertain to the IPL Franchisee Tender. The ITT which was placed before the GC in December 2009 did not list Kochi as one of the qualifying stadia. In that draft ITT there was no franchisee agreement annexed. I cannot give the date on which various twenty changes as asked by the Counsel were made on the draft ITT but all changes were made on the instructions of the then Chairman of IPL.
2. I can't recall the date on which Kochi was added as a stadium. I cannot recollect the exact date of finalizing franchisee agreement but it was in January or February 2010. I cannot say if the changes were made enmass at one time or in stages. I was copied various changes made. The same was sent to me by Mr. John Loffhagen under the instructions of the then Chairman. I also made some changes in the draft from operational standpoint. I cannot recollect when I made changes to the draft however, if I find the documents with the changes I shall furnish.
3. The ITT which was finalized on 22.2.2010 provided that IPL could call for a Bank Guarantee for the total bid amount. I do not recollect if there was an objection

raised by anyone on this clause. On 7th march 2010 they have objected to the onerous conditions which included this. The new ITT reduced the Bank Guarantee requirement to one year of the Franchisee fee. I do not know when the first ITT was approved since I was not in the IPL at that time. I cannot say if the same was ever approved by any authority of the BCCI including the IPL GC.

4. I can only check this when I get back to the office in Mumbai. The same applies to the Media ITT. I cannot confirm or deny the suggestion whether the Media ITT was not approved by the GC since I was not part of the IPL. I also gave my inputs with regard to the financial models of the two new franchisees. Those models had various amounts of franchise fees in order to base calculations on. There were various iterations to the modeling exercise which started at 225 Million US\$ and went upwards.
5. I do not recollect the upper limit of the iterative process of the modeling exercise. I will not be able to answer if Mr. Modi had asked Mr. Peter Griffiths to work on a 300 Million US\$ model. Based on various assumptions a franchisee would ordinarily make losses depending on the amount that the franchisee has bid in the first few years.
6. Witness volunteered: The Franchise fee and the assumptions made will be the key determinant on the profit or loss made in the first few years. The assumptions included revenues from ticketing, sponsorships, other local revenues and Central Rights including Media and Sponsorship Rights. The assumptions also included the cost that the franchisee would incur in running a team. The assumptions were based on the number of matches a team plays on home and away basis both on a nine match format and seven match format at home. I do not recollect when the breakeven point if at all it was ever negative. I deny the suggestion that the breakeven point on cash basis was coming after five

year and on cumulative basis after eight years on 300 Million US\$ franchisee fee model. The original model was created by IMG in sometime in end of 2007. The modelling exercise is an iterative and continuous process and therefore as IPL progressed the inputs into the assumptions were continually evolved.

7. On the day of the GC meeting when the minimum bid price was approved iterations were continually carried out until the approval at the GC after that once the final minimum bid price had been frozen by the GC then it was upto the prospective bidders to decide what value they would choose to bid based upon the assumptions they would choose to make.
8. It is incorrect that no model was made at 225 Million US\$ bid. IPL, I do not believe was an experiment for those who invested in their teams. I am sure they would have their reasons to buy. ICL was not an interesting cricket tournament. The T20 format was first played by English Counties. ICL started it first in India on a city based format. I will have to check if the BCCI's T20 tournament started prior to that. IPL after first year was perceived to be highly successful tournament. Yes it was correct at the point of getting two new teams it was IPL's view that these two new franchisees must enhance the image of IPL. There are not many examples of adding additional franchisees outside India in sporting leagues however some old examples are there and we did examine them.
9. I do not recollect the eligibility criteria in the cases that we examined. For any value of the bid of 300 Million USD or otherwise to ensure the stability of the franchisee is important which is covered in the form of the bank guarantee in the tender itself. The modeling process is a continuous one as already stated above and continued even after the reserve price was finalized in the GC Meeting. These models have not been shared with the bidders as practice. However, selectively they may have been explained to those who asked for them. I do not

agree that if a franchisee went bust after a year or two it would jeopardize the IPL. Whether the number of matches would be reduced or not would be a decision of the GC. It will also not jeopardize the revenue model of the IPL. Sahara and Kochi did represent with regard to the reduction of matches from 9 home and 9 away games to 7 home and 7 away games and they asked for reduction of fees and the BCCI did not agree to them as it was never promised by BCCI that they will be playing 9 home and 9 away matches.

10. The witness volunteered : Additionally the BCCI had the rights to change the format. I can't comment on a hypothetical situation if one of the franchisee had left IPL would it cause an adverse impact on the brand image of IPL. I do not agree that only bidder with substantial means could stomach losses for the first eight years. I disagree that IPL was looking for a franchisee for whom the operation of the team was not the main business. I am aware of the AMBIT opinion where 73 Indian Companies had networth of more than 1 Billion and 156 Companies had on Market Capitalisation. The ITT of 22.2.10 allowed participation of companies not based in India. I am aware that this process allowed balance sheets of group companies to be consolidated to qualify in the bidding process. It is incorrect to suggest that I am aware of the BCCI President granted approval to the two conditions of networth and Bank Guarantee. I am not aware of Mr. Modi doing anything to protect the bids of Adani and Videocon from being scrapped. To the best of my recollection 5 persons purchased the tender of 22.2.10.
11. Kochi Cricket Pvt. Ltd. is the name of the Franchisee which was formed. I do not recollect if a GC meeting was convened to discuss the termination of the ESD contract to discuss the same. The Bank Guarantee given by ESD was invoked against their dues. I will send a copy of all the documents mentioned in my witness statement including if there was any GC approval prior to the ESD

revocation. Obviously, the statement is subject to the approval from the requisite authorities whether that the GC / BCCI. To the best of my knowledge no financial penalties were levied on ESD while terminating the contract. Post the mutual termination the theatrical rights were not tendered in IPL season 4.

12. The GC Agenda dated 3rd April 2008 is marked as Exhibit **BCCI W-4/14** in which the ratification of the witness's service agreement is not part of the formal Agenda.

GCV:

13. I am not aware of BCCI's MOU with TCN nor any tender for web portal rights. I am now aware that Accenture was advising BCCI regarding web portal rights. I am not aware that BCCI and IPL's portals were sought to be commercially monetized. However, I am aware that Mr. Modi was trying to monetize both of them. It is not my suggestion that he was unauthorizedly trying to do so. I was asked by the then Chairman IPL to determine the best value for the monetization of the IPL portal. I was not asked to look at the monetization of the BCCI portal. I do not recall the values for the IPL portal as they were casual conversations. I don't recall if I documented the values on e-mail to the then Chairman of IPL. I confirm my e-mail dated 1st March 2008 to the then Chairman of IPL. I confirm my e-mail dated 1st March 2008 to Mr. Modi confirming that the best offers are in the range of 1 to 1.5 Million US\$ per year plus revenue share of 50% to 60% for the IPL web portal. Mr. Modi had informed me that subsequently he had procured a party that had offered 50 Million US\$ for ten years for both BCCI and IPL web portal with revenue share of 50% which I said was a fabulous deal.

14. I am not aware that BCCI had procured an offer to the tender for 1.3 Million US\$ Bank Guarantee with no minimum numbers and a certain revenue share. I am aware that the above transaction was confirmed with a party called LCM which owned a portal called cricket.com. I am not aware if Mr. Modi had taken approval from the then BCCI President for this transaction.
15. I am aware that two MOUs were signed with LCM for the two respective portals. I am not aware that Nimbus had objected for the tender of web portal for BCCI. I am also not aware that BCCI had disregarded their objection. I am not aware that Nimbus had sent any objection to BCCI for giving away the web portal rights to LCM. I am now aware that there was some overlapping between the rights given to LCM and the media rights holder of IPL. The contract was drafted by Mr. Paul Manning, Mr. Modi and the lawyers of LCM.
16. The witness confirms that the contract between BCCI and LCM does not confer rights which were already been given to the existing rights holders. I am not aware that BCCI lawyers had advised to remove ambiguities in the LCM MOU based on objections of Nimbus. I am aware of the IPL Workshop held in Bangkok with the franchisees in November 2008 where Mr. N. Srinivasan was present. I am aware of the fact that the LCM rights were altered but I am not aware of the change in amount in this regard nor am I aware that the Secretary, BCCI authorize it.
17. I am aware that Ms. Akhila Kaushik forwarded the addendum to LCM but I am unaware as to who authorized it. I am aware that BCCI did not want its web portal to be commercialized and therefore asked LCM to return the rights. I am aware that LCM had returned back the rights. I am not aware that in return for surrendering their BCCI portal rights LCM had asked for permission to assign the IPL portal rights to a Mauritian company – GCV Mauritius. On being shown a

letter dated 15.3.2009 the witness confirms that LCM had requested Mr. Modi for a quid pro quo as stated above.

18. I am aware of the Novation agreement where the rights of LCM were transferred to GCV Singapore rather than GCV Mauritius. I am aware that it is in the agreement that GCV Singapore reserved the rights to transfer the rights to GCV Mauritius. I am aware that GCV Singapore had to clear all dues both of IPL and BCCI portals as part of the contract. I don't recall whether the novation agreement was approved by the GC and I am not aware if the same as approved by Finance committee of the BCCI. The witness confirms the same that it was approved in the IPL GC of August 2009. I am aware that on 4th July 2009 GCV Singapore assigned its rights to GCV Mauritius under intimation to BCCI. I would agree that this was in line with the novation agreement. No objection was taken by any GC Member to the assignment to GCV Mauritius or GCV Singapore.
19. I am not aware whether TCN had wanted the final agreement to be done through a Mauritius entity. I am not aware that most media companies prefer the Mauritius route because it is tax beneficial. I am aware that outstandings were cleared by GCV Mauritius after the assignment but can't say all outstandings. I can confirm that a sum of 2.255 Million USD have been received from GCV as per mail from Mr. Prasanna Kannan dated 20th August 2009. I am aware that Elephant Capital is a private equity business but not aware it is listed on EIM. I am not aware that Mr. Gaurav Burman is not an investor but an employee of Elephant Capital. I am not aware that any one from BCCI confirmed this fact after Mr. Modi replied to the show cause notice. I cannot comment on the suggestion that no member of the Burman family were ever a share holder of Elephant Capital. I am not aware that there are certain disclosure norms for those funds that are listed on EIM. I am not aware that it was in November 2009 that

Elephant Capital invested in GCV Mauritius. Some money had been paid by GCV Mauritius and assignment had taken place prior to November 2009. I am aware that LCM was a listed company in US and Canada.

20. It is not my understanding that in the BCCI if President grants approval, it is deemed to be approved by BCCI. I am not aware whether the Chennai Franchise was approved by the GC as it happened before my joining the BCCI. I have not gone through the minutes of all the GC. I am not aware that the basis of Chennai Franchisee was on the basis of approval granted by President BCCI. I am aware that the subsequent tender document relating to the two new franchisee after scrapping of the 22.2.2010 tender was not kept for approval before the GC. I am not aware if the President, BCCI approved the new tender document.
21. However the decision was taken at the GC meeting on 7th March 2010 to go ahead with the tender. I am not aware if Mr. Amin took approval from the GC before participating in the bid. I am not aware of any reports in the media that Mr. Amin had taken the approval of the President and therefore GC approval was not required. There has been practice of post facto ratification of the agreements in IPL. I am not aware if prior approval were taken from the GC for signing some players in 2007.

Note : The cross examination of BCCI Witness No. 4, Mr. Sunder Raman started at 2:00 p.m. and continued till 6:00 p.m. The cross examination is inconclusive. The cross examination shall continue on 8.7.2011 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.

(Sundar Raman)

Date : 6th July 2011

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R. AMIN

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

Date: 8th July 2011

BCCI WITNESS NO.4

Mr. SUNDAR RAMAN

X X X

**Continuation of Cross Examination of Mr. Sundar Raman by Mr. S.S. Hora,
Advocate on 8th July 2011 at 6:00 P.M.**

1. The President BCCI met the IMG officials sometime in June / July 2010. Mr. Andrew Wildblood, Mr. John Loffhagen and Mr. Peter Griffith were present. However I do not recall whether Mr. Paul Manning was present. I do not recall who were present in the meeting from the BCCI other than the President and me. I can't recall if Mr. Chirayu Amin was present. I don't recall the exact dates of the meeting with IMG whether it was prior to 3rd July or thereabout or when the President had recused or not. I am not aware if the President was heading the DC and collecting the evidence at the same time.
2. I am not aware of the President making comments against Mr. Lalit Modi on 3rd July and 29th September 2010 general body meetings of BCCI. In some of the meetings, the President briefed the house on various issues with regard to Mr. Modi and the Show Cause Notices. I do not recollect the dates nor the number of these meetings. I am not aware if the President had made, as the media reported, disparaging remarks against Mr. Modi after issuing show cause notices. I am not aware if President BCCI had made a comment that I was acting like my boss (Mr. Lalit Modi). On the Awards night, the President asked me if the contract for the organization of the Awards function was there. I said there is no contract. I do not agree that the President's attitude is malicious against Mr. Modi. I deny the suggestion that the President had a grudge against Mr. Modi for refusal to accommodate the Kochi bid and further for disclosing the equity pattern of the Kochi bidder.
3. I deny the suggestion that the President refused to accept the justifiable reply of show cause notice. I am not aware if on 3rd July 2010 the President placed the

entire evidence against Mr. Modi which had not been presented before the Disciplinary Committee. I deny knowledge of the fact whether the President discussed the statements of the witnesses which he had collected without Mr. Modi's participation. I am not aware if after the issuance of show cause notice, the President was conducting a suo moto inquiry without notice to Mr. Modi. I deny the suggestion that the President did this in order to prejudicially influence the members against Mr. Modi and get their consent for an enquiry against him. I am not aware whether all the DC Members participated in this meeting.

4. I am aware that Citi Corporation was an unsuccessful bidder in the bids which were opened on 21st March 2010. I am not aware if the BCCI President turned against Mr. Modi because he perceived that facts relating to Mr. Amin's alleged hidden bid were brought into public domain by Mr. Modi. Citi Corporation bid submitted as evidence marked as **BCCI W4/15**. I cannot offhand confirm whether the list of directors and share holders submitted with Citi Corporation's bid is the document shown to me.
5. **Question:** Can you confirm on the next date of hearing if there is any discrepancy in this document?

Answer: To the best of my knowledge the losing bids were returned back to the bidders and they may not be available.

Per Disciplinary Committee

Document admitted as BCCI W4/16 bearing Mr. Chirayu Amin's signature cannot be confirmed by the witness since he cannot identify the signature.

6. This document does refer to 10% holding in Citi Corporation bid by Mr. Amin. I am not aware if any communication was sent regarding Mr. Amin's stake in the Citi Corporation Sports Venture. I am not aware that Mr. Amin along with the President were elected to the DC of the BCCI. I am not aware that the President had proposed the name of Mr. Amin as the Interim Chairman of IPL. Mr. Amin became Interim Chairman after the suspension of Mr. Modi. I deny the suggestion that the President was instrumental in making Mr. Amin the Interim Chairman so that Mr. Amin may have a vested interest against Mr. Modi. I do not recall if any allegation had been leveled against Mr. Modi prior to 11.4.2010 (the date of the tweet with regard to the alleged names of the sweat equity of the Kochi franchisee) that he held a proxy stake in any of the IPL Franchise.
7. I do not recall whether any of the charges against Mr. Modi in relation to improperly signing RR agreement, theatrical rights, assignment in favour of GCV Mauritius, execution of WSG Mauritius agreement or MSM agreement was leveled against Mr. Modi by BCCI prior to 11.4.2010.
8. **Question:** Was any action taken or proposed against Mr. Modi in the meeting of the GC on 7th March 2010 in respect of ITT regarding two new franchisees?

Per Disciplinary Committee: Question disallowed since it relates to the Minutes of 7th March meeting which is on record and the counsel is at liberty to refer to any point of time and the minutes are signed by Mr. Modi.

9. No action was proposed against Mr. Modi either on 7th March 2010 or 21st March 2010 in respect of the ITT for additional franchisees. Document admitted as **BCCI W4/17** is a mail from President BCCI regarding minutes of 7th March 2010. It is correct that the President suggested the removal of the word reprimand from the Minutes of 7th March 2010 GC meeting as per mail sent to Mr. Modi. It is correct that the allegation of bid rigging in respect of franchisees appeared only after 11th April 2010.
10. I do not recall if on 2nd September 2009 if any member raised objection to the recording of minutes with respect to the meeting dated 11th August 2009. No member remarked that the Sony contract was wrongly listed in Annexure C. To the best of my recollection no member said that this should not be placed along with vendor contract.
11. **Question:** Can you confirm if Mr. Amin or Mr. Jaitley had attended the meeting?
- Per Disciplinary Committee:** Disallowed since the attendance is already recorded in the meeting.
12. I do not recall either Mr. Jaitley or Mr. Amin either attending the meeting or mentioning that WSG and Sony contracts were not placed in Annexure C of 11th August 2009 meeting.

Per Disciplinary Committee

Counsel wants witness to see the minutes to refresh the memory with regard to the attendance. The attendance is a matter of record on an admitted document. The question is disallowed.

13. The tender was cancelled on 7th March 2010 due to onerous conditions. I do not recall if Mr. Amin was present in the meeting or that he made a remark with regard to the alleged onerous conditions. I do not remember that the President mentioned that he had spoken to Mr. Jaitley and Mr. Jaitley had also agreed that the conditions are onerous.

Per Disciplinary Committee

Counsel is requested not to ask questions with regard to contents of admitted documents.

14. I am not aware if the President had spoken to the other members of the GC prior to the GC to influence them to cancel the bids.
15. **Question:** Do you know that President was fully aware of the fact that Mr. Modi had made a complaint against Mr. Jaitley to BCCI on 9.4.2006 which was received by Mr. R S Shetty?

Per Disciplinary Committee

The question is disallowed as the charge is not against Mr. Jaitley nor is there any reference to the complaint a part of the reply to the show cause notice. Since this

document is neither a part of the show cause notice nor any reply of Mr. Modi, counsel cannot introduce this at this stage.

16. Counsel says a copy of the same may be placed on record. The same is identified as **Lalit Modi -1** on the record.

Per Disciplinary Committee

Two questions regarding the 2005 BCCI elections and RCA litigation were disallowed and not recorded as irrelevant to the show cause notice and to the current witness's ability to answer as it is outside his knowledge.

Per Disciplinary Committee

Counsel seeks to now put questions with regard to the appearance of the President Secretary and Chairman of IPL and the witness before the Parliamentary Standing Committee on Finance where some alleged statements with regard to Mr. Modi had been made by them. Questions relating to testimony before the Parliamentary committee by BCI officials are disallowed. It is not proper for the Disciplinary Committee to go into the proceedings before Parliamentary Committee. Proceedings of Parliamentary committee are secret and all BCCI officials were told by the Chairman of the Parliamentary Committee not to disclose the content of proceedings anywhere else. In any case the same do not relate to the defense of Mr. Modi.

Per Disciplinary Committee

A series of questions being asked by the counsel are completely outside either the scope of show cause notice or the reply of the show cause notice. Counsel is requested to confine himself to the matters on record.

17. I disagree that Mr. Modi resented Mr. Srinivasan's interference in IPL. I do not recollect any instance regarding any e-mail wherein Mr. Modi had detailed his disagreements with Mr. Srinivasan.
18. Counsel seeks to produce an email with regard to tours programme and fixtures committee of BCCI. The same is identified as Lalit Modi-2.
19. I deny that Mr. Srinivasan would nominate umpires for IPL matches. I do not recollect an e-mail written to me by Mr. Srinivasan wherein he was nominating the umpires for IPL matches. I confirm receiving this e-mail BCCI W4/18 in response to my request for nomination of Indian umpires.
20. On being questioned by the disciplinary committee, witness stated that there are about 15 odd umpires officiating in IPL matches out of which 9 are international and the balance Indian umpires. The appointment of Indian umpires are advised by the Secretary's office presumably on the advice of the Umpire's Committee. I am given to understand from the Secretary's Office that this list was prepared on the advice of the Umpires committee. I did not get anything in writing that the list furnished was approved by the Umpires committee. It is wrong to suggest that my reply to the committee is factually in correct in this regard. I deny the

suggestion of the counsel that Mr. Srinivasan told the President regarding retention of players after three years. I do not recollect that Mr. Modi told the GC if retention is allowed it would have an adverse effect on the value of the two new franchisees. He may have said this. I do not recollect whether it had the majority but I do remember there was a divided view on the retention at the Bangkok workshop. The Mumbai and Chennai franchisees were in favour of retention. I am not aware if the issue of retention created a friction between Mr. Modi and Mr. Srinivasan. There may have been correspondence between West Indian Board and me. But I deny this suggestion that I asked West Indian Board to deny Keiron Pollard from playing with Mumbai Indians. I am aware that Kieron Pollard is not a contracted player for the West Indian Board. The Secretary had seconded and supported my stand in writing with regard to Kieron Pollard. My stand was consistent with the Player regulation that no player can play without the NOC from their Board. Counsel for Mr. Modi produces documents in this regard which are collectively marked as **BCCI W4/19** and the same was confirmed by witness.

Per Disciplinary Committee

Counsel seeks to ask question with regard to documents which indicate that in a match between DDD and CSK held in SA whether two foreign players could field as substitute. The Chennai view was this could not be done which was rejected by the IPL. This is a normal case of a conflict of opinion between a playing team and the IPL as the organizer of league and regulator. This has absolutely no bearing on the subject matter and therefore it is disallowed.

Per Disciplinary Committee

Large part of the cross examination that the counsel has been conducting today is not part of the documents or reply to the show cause notice and wholly beyond the subject matter in issue. Counsel is once again requested to confine himself to the subject matter in issue. We have now asked the Counsel to proceed with the examination and the counsel says that he wants to put all these questions with regard to alleged conflict of interest of the Secretary of BCCI. The alleged conflict of interest is not a subject matter of this enquiry. We are constrained to observe that an effort is being made by counsel for Mr. Modi to persist with questioning on irrelevant subjects. This is leading to a prolonged cross examination. We once again request counsel to Mr. Modi to cross examine with regard to the relevant matters. Counsel instead of cross examining wants to put documents on record which relates to correspondence whether two foreign players can be allowed or not. We refuse to take this document on record as it is irrelevant.

21. I am not aware of any tussle between Mr. Modi and Mr. Srinivasan on account of alleged conflict of interest.

22. I am aware that under BCCI's authority there was agreement on payment to RR and CSK. I am not aware whether CSK took the compensation without presenting the supporting documents. An e-mail written to Mr. Sundar Raman by Mr. Lalit Modi stating CSK was to provide the supporting documents later for payment is placed by counsel on record who admits the documents which is marked as **BCCI W4/20**.

23. As I recollect the available purse for Chennai Super Kings in 2009 at the time of auction was US \$ 2 Million. On counsel's suggestion based on document it could be US\$ 1.85 Million. Counsel seeks to produce documents which are marked as **BCCI W4 /21** with regard to alleged purse of CSK increased to 2 M from 1.85 Million.
24. This was as a result of CSK not re-signing Kapugedara as was told to me by CSK which I further informed Peter Griffiths. I do not recollect if CSK gave me a back dated cancellation of Kapugedara so as to enable them to enter the window.
25. The letter dated 5th January 2009 addressed to Mr. Lalit Modi on behalf of CSK was forwarded to me on 29.01.2009. The same is marked as **BCCI W4/22**. I cannot say that the same was received by BCCI on 28.01.2009. I have not received any prior communication on this account. I deny the suggestion that the friction between Mr. Modi and Mr. Srinivasan on account of alleged interference including Umpires, players, matches and CSK. I deny the suggestion that Mr. Srinivasan held malice against Mr. Modi on account of this.

X X X

Note: The cross examination of Mr. Sundar Raman started at 6:00 p.m. and continued till 9:00 p.m. The cross examination is inconclusive and shall continue on 15.7.2011 at 10:30 a.m. at Hotel Taj Palace, New Delhi.

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

(Sundar Raman)

Date: 8th July 2011

ARUN JAITLEY

JYOTIRADITYA M SCINDIA

CHIRAYU AMIN

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

Date: 20th July 2011

BCCI WITNESS NO.4

Mr. SUNDAR RAMAN

X X X

**Continuation of Cross Examination of Mr. Sundar Raman by Mr. S.S. Hora, Advocate
on 20th July 2011 at 10:30 a.m.**

1. There may have been a meeting on 18.02.2009 with Sony Executives at Taj Lands End, Mumbai. I do not recollect the Sony stand that drinks time out was alien to the original agreement. I do not recollect if Sony alleged that BCCI allegations of alleged breach was not correct and only intended to press for higher revenues. I do not recollect if they insisted that the proposed FCT could not run in view of Maxus inability to provide tapes. I do not recollect if Sony stand was that Big TV was not an official sponsor of IPL. I do not recollect if Mr. Modi had instructed me or others that communication with Sony should be oral so that they do not take any advantage of any written communication from BCCI asking for higher payments. I do not recollect if Mr. Andrew Wildblood of IMG advised Mr. Modi that there should be only oral communication with Sony.

2. I am not aware of Mr. Modi apprehensions that he should not have any conversation with Sony for the fear that he may be quoted in Sony's affidavit in any court proceedings. I am aware Mr. Modi asked me to interact in certain discussions with Sony Executives but I am not aware if he wanted me and Mr. Paul Manning to interact with Sony Executives.
3. Counsel place on record document marked as BCCI-W4/54 which is an e-mail exhibiting Mr. Modi stating that he would not like to be even in oral contact.
4. I am aware that Mr. Modi asked for all signed advertiser contracts and release orders to be submitted to BCCI for 2009 season. I am not aware if the reason for that was because Sony was not willing to pay more than Rs.68 crores for strategic time out.
5. Counsel places on record e-mail from Mr. Modi marked as BCCI-W/4/55 asking for detail of the Sony Advertiser contracts for IPL 2009, which is confirmed by the witness.
6. I am not aware if WSG was reluctant to increase their fee for season 6 to 10 for strategic time out. Kaplan may have told me they are not able to agree with WSG on the fee for strategic time out for season 6 to 10. Kaplan may have told me that we will work out the price for strategic time out each year based on the value sold for in the previous year.

7. Counsel place on record exhibit marked as **BCCIW4/56** which is an e-mail from Kaplan to Mr. Modi which is confirmed by the witness.
8. I recollect WSG informing Sony to pay the option fee for India rights for years 6 to 10 if they wanted the strategic time out as a part of their overall rights for the period 2 to 10.
9. Counsel place on record exhibit marked **BCCIW4/57** which is an e-mail from Mr. Venu Nair to Kaplan which is confirmed by the witness.
10. Mr. Modi wanted Sony to sort out years 6 to 10 rights with WSG in respect of strategic time out.
11. Counsel places on record exhibit marked **BCCIW4/58** which is an e-mail from Mr. Modi to Mr. Andrew Wildblood which is confirmed by the witness.
12. Sony wanted the rating clause to stay but only wanted to waive it for the first year on the ground that for the balance years WSG will pay as per their contract if the ratings are not achieved. They also wanted for Big TV replacement exclusivity for three categories where they could sell ground rights for IPL for revenue compensation for BCCI and their preferred position was IPL sells the strategic time out with a 25% share of revenue paid to Sony. IPL was not accepting these terms. **BCCI-W4/59** is a copy of my mail to Mr. Modi on these issues.

13. Sony wanted to participate if BCCI takes a tender out for the strategic timeout with matching rights given to them. BCCI-W4/60 is my mail in this regard.
14. I am not aware if Mr. Modi felt Sony was forcing us to take a tender for strategic time out to prolong the process to take legal recourse. I do not recollect if subsequent to the e-mail marked BCCI-W4/60 I had any conversation with Mr. Kaplan. I am not aware if Sony was marketing ground plus on air sponsorship (through group M) for the Big TV compensation without even agreeing terms with IPL and if this led to further loss of faith between IPL and Sony. I am aware sometime in early March Mr. Modi was in Macau for personal reason. I am not aware if he invited ESPN for a meeting to discuss IPL rights for 2009 along with IMG executives there. I am aware that pending the IPL season 2009 starting in few weeks a broadcaster needed to have the rights for exploitation. I am not aware if Mr. Modi was trying to bring in ESPN amongst other broadcaster to explore the possibility of another broadcaster.
15. NDTV met Mr. Modi on IPL 2009 rights and signed a contract if I remember for the same. NDTV expressed their inability to provide a Bank Guarantee for the first season.
16. Counsel places on record exhibit marked BCCI-W4/61 which is an e-mail from Mr. Manning to Mr. Modi.

17. I am not aware if ESPN did arrive and wanted the discussion to continue in Singapore. I am not aware if Sony was not willing to exercise their option for India rights for years 6 to 10. On being shown the e-mail marked **BCCI-W4/62**, I confirm Sony was willing to pay a kill fee of US\$ 50 million if they do not exercise their option for year 6 to 10. Mr. Modi was not agreeable to this. There was an uncertainty with regard to IPL being held in India due to absence of security clearance and Mr. Modi busy negotiating with State Govt. and exploring the alternative possibility of shifting IPL outside India.
18. Mr. Modi told WSG and Sony that they must meet IPL expectations and anything short of that is unacceptable. Michael Lynton is a Senior Executive at Sony Picture International. **BCCI-W4/63** is an e-mail trail where Sony informed Mr. Modi that they have reached an understanding with WSG. This was however disputed by WSG vide mail marked **BCCI-W4/64**. **BCCIW4/65** is an email from Mr. Modi seeking firm offer from ESPN Star. I was asked to continue negotiating with Sony simultaneously. I informed Sony the TAM rating clause should not be part of the contract any longer and informed them that IPL will require full bank guarantee for the strategic time out and guarantee for the amount due on account of deduction from TAM rating.
19. Counsel places on record exhibit marked **BCCI-W4/66** which is an e-mail from witness to Mr. Modi, witness confirms the same.
20. Sony had sent an agreement where they had put a liability of a minimum amount of Rs.150 crores on WSG for years 6 to 10 for strategic time out and 75 crores for

years 2 to 5 on their account. I do not recollect any mail confirming Sony offer of 150 crores for years 6 to 10. I cannot say Sony was apprehensive to take on the liability for full ten years in their original bid and therefore, signed only for 5 years. Sony was taking the liability for ground sponsorship if BCCI was willing to take legal action against Big TV for walking out of the agreement. Sony was not willing to pay the Bank Guarantee for rating shortfall and strategic time out in the draft they had sent, and wanted a credit period of 180 days for payment for strategic time out.

21. The draft sent by Sony is marked Exhibit **BCCI-W4/67** which was not acceptable to IPL.

22. Counsel places on record exhibit marked **BCCI-W4/68** which is an e-mail from Mr. Kaplan to the witness, which is confirmed by the witness. The agreement attached did not carry the bank guarantee provisions and payment for strategic time out was for years 2 to 5 of Rs.75 crores with a credit period of 90 days. The witness confirms the good faith negotiation with Sony ended on 1st March after 21 days as per contract. I do not recollect if IPL was reluctant initially to extend the period of good faith negotiation as requested for by Sony. I cannot say good faith negotiations with Sony continued till 14th March. However, negotiations were still on with Sony. I cannot say if IPL was carrying an impression that Sony was purposely delaying the negotiations and freezing of the contract. Mr. Modi asked Ms. Kaushik to file a Caveat on behalf of BCCI lest Sony move for an ex-parte order.

23. Counsel places on record exhibit marked **BCCI-W4/69** which is an e-mail from Mr. Modi to Ms. Kaushik.

Per Disciplinary Committee

Most of the questions today are based on contents of documents that are placed on record today. We had repeatedly told counsel that he can place the entire correspondence even at this stage and rely on the same. There is no need to test the witness's memory on the content of each document before placing on record. We get a distinct impression that this course is being adopted to deliberately delay the cross-examination. The cross-examination of the witness Sundar Raman has gone on 34 hours spread over 12 days. Counsel is directed to place the documents which he seeks to rely upon together.

24. I do not recollect if Mr. Amin was present in the meeting of 7th March 2010 or that he took a position that the conditions of the tender for the two new franchises were onerous.

Per Disciplinary Committee

Counsel now seeks to place on record some newspaper articles in regard to Mr. Amin's alleged interest in City Corporation subject to success in the bid opened on 21st March. Counsel has already cross-examined in detail with regard to the

said issue on 8th July 2011. We cannot allow reliance on what appears on newspapers in this regard. We again get an impression that even though cross-examination in this issue has been concluded the same is again being restarted based on media reports. Questions made in respect of these media reports are disallowed and we are not taking media reports unrelated to charges on record.

25. I did not see the media release of Sony's dated 23rd April 2010 which is marked **BCCI-W4/70**. I am not aware if this was widely published. I am aware a termination notice was served to Sony on 14.03.2009. I cannot confirm the contents of Sony's press release as shown in **BCCI-W4/70** are factually correct. I cannot today confirm if any facts are incorrect. I deny your suggestion that the facts mentioned in the press release are correct and I am avoiding truthful answering.

X X X

Note: The cross examination of Mr. Sundar Raman started at 10:30 a.m. and continued till 1:00 p.m. The cross examination remained inconclusive and shall continue from 10:30 a.m. on 27th July 2011.

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

(Sundar Raman)

Date: 20th July 2011

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R. AMIN

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

Date: 27th July 2011

BCCI WITNESS NO.4

Mr. SUNDAR RAMAN

X X X

Continuation of Cross Examination of Mr. Sundar Raman by Mr. S.S. Hora, Advocate
on 27th July 2011 at 10:30 a.m.

1. On 14.3.2009 a termination notice was served on Sony. It is true that on Sony's application BCCI was restrained in transferring Media Rights. It was BCCI's case that they had already transferred the rights to WSG Mauritius. I cannot say whether Mauritius was chosen for conferring Media Rights because it had distinct legal advantages since it was separate from WSG India. I deny the suggestion that WSG Mauritius was chosen since it was outside India and Indian court orders may not operate against it.

2. **Question:** Since Rights had been assigned to WSG Mauritius that is why the interim order was not continued on 16.3.2009?

Per Disciplinary Committee

Question disallowed. Witness cannot be asked to give a rationale why the Bombay High Court passed such an order.

3. I was not tracking the High Court litigation of MSM. WSG (M) agreement was executed in my presence. Mr. Lalit Modi had issued a letter to WSG (M) to deal with broadcasters like Sony, NDTV, ESPN Star amongst others.

4. **Question:** Was this letter issued since Sony had moved the Bombay High Court from preventing sub-licensing by WSG Mauritius?
5. **Answer:** The letter was issued because WSG (M) had the rights and would need the authority to deal with broadcasters.
6. The lawyers for the BCCI may have advised that such a letter be given. I am aware of the fact that Sony had moved the Court that in case a sub-licensing agreement is entered into the same may be injuncted. Mr. Paul Manning and Ms. Kaushik had prepared a template of the agreement which they said BCCI had already approved.
7. **Question:** Before the Bombay High Court Sony had asked for the enforcement of the 2008 contract?

Per Disciplinary Committee

Question disallowed. All questions being asked today relate to a court proceeding which relate to either pleadings or orders. A witness's oral testimony in this regard is not relevant.

8. The BCCI was not worried about Sony's intentions which as per counsel may have been not to pay for time outs or Big TV replacement. I cannot recollect if BCCI has advised that we should stick to the case of breach of contract by Sony and not

give an impression that we are looking for more money. Counsel states that this may be recorded as this was so because of Sony's allegation in this regard. This is recorded.

9. Witness confirms receipt of e-mail **BCCI-W4/71**. I confirm that Mr. Modi responded to this e-mail by **BCCI-W4/72**. I confirm Mr. Dhond's e-mail **BCCI-W4/73** with regard to the possible contents of this affidavit which would contain details of the agreement with WSG Mauritius. Counsel states that it may be recorded that his question is asked to cover up for a plea of Sony that the advancement meeting for execution of the contract is artificial. This fact is so recorded.
10. It is not correct that WSG (Mauritius) agreement was a standard form of agreement for allotment of Media rights since BCCI does not have a standard format of agreement. I cannot say without looking at the document whether the 2009 document and templates were same as that of 2008 document and templates. The BCCI was already in discussion with Sony for a month prior to 15.03.2009 with regard to a possible enhancement of the media rights value. I cannot say if the financial numbers with the then Chairman expected were also discussed with ESPN Star.
11. I am not aware if ESPN was apprehensive about the size of the media rights for India. I am not aware if ESPN was apprehensive that Sony may create problems if they took the India rights. WSG (M) had agreed to meet the financial expectations of the BCCI. The discussions with WSG (M) did not include ground

sponsorship rights unlike Sony. I don't agree that BCCI agreement with WSG (M) resulted in one ground sponsorship becoming free for exploitation by BCCI.

12. I cannot say that if the transaction with WSG (M) was not closed quickly there was an imminent danger of interim order against BCCI being passed by the Bombay High Court. I disagree with the suggestion that it would have been difficult selling rights for years 2 to 5 rather than years 2 to 10 since value benefits would have come in later years. I disagree that by selling the rights for year 2 to 5 BCCI would not have been able to monetize the strategic time out rights for years 6 to 10.
13. I disagree with the suggestion that most of the licensees of WSG India for ROW are subscription based. I disagree with the suggestion that it would have been difficult for WSG India to get its sub-licensees for ROW to pay extra for strategic time out. Counsel says it may be record that this was so because WSG India had multiyear arrangement with their sub-licensees.
14. I agree with the suggestion that because of a mutual arrangement WSG's Indian rights for year 6 to 10 reverted back to BCCI. I agree that this made monetization for years 2 to 10 easier for BCCI at increased value. I agree that WSG (India) has interconnectivity with WSG (Mauritius) because of common directorship. I cannot say whether the termination of the WSG India rights was in the interest of BCCI. The WSG (Mauritius) agreement considerably enriched the value of the Media Rights of IPL for BCCI.

15. I cannot say that stipulation of finding broadcasters within 72 hours was made on WG (Mauritius) since IPL was round the corner and the telecast had to be put in place. I am aware that WSG (M) was in negotiation with NDTV. However, I am not aware whether they were in negotiation with ESPN Star. I am not aware whether other broadcasters wanted an indemnity from BCCI because of possible legal action by Sony. It is correct that Mr. Modi wanted the rights fee to be increased pro rata if the no of matches increased. I am not aware if broadcasters were apprehensive about increase of number of teams resulting in higher liability.
16. I am not aware of the WSG's negotiation with ESPN Star as is borne out by **BCCI W4/74**. I am not aware if Sony wanted an injunction that WSG (M) agreement should not be extended beyond 72 hours. I am not aware if extension letters were being drafted by Ms. Kaushik or Mr. Paul Manning.
17. I am aware that Mr. Modi issued the extension letters to WSG (Mauritius). I am not aware that prejudice would have been caused to BCCI if the WSG (M) agreement had been allowed to lapse. Exhibit marked **BCCI W4/75** is a mail from Mr. Paul Manning to witness. The witness confirms.
18. Exhibit marked **BCCI W4/76** are e-mails regarding extension letter sent to Mr. Modi to be forwarded to witness, which witness confirms. I am aware that WSG (M) had signed a sub-licensing agreement with NDTV. I am not aware whether it was approved by their Board. I am not aware whether NDTV wanted WSG (M) to pay the Bank Guarantee to BCCI and not take the liability themselves. I am aware that WSGM was negotiating with Sony but I am not aware as to why they were

doing so. I am aware that Sony wanted a direct licensing agreement with BCCI at this time during the negotiation between WSGM and Sony. I am not aware whether this would entail giving up of rights by WSG (M) for India. I cannot specifically recollect whether WSG (M) informed Mr. Modi or anyone else in IPL nor in BCCI that they had reached an agreement with Sony on 18th March 2009.

19. I don't recollect that WSG (M) said that they wanted a direct agreement between Sony and BCCI for India rights. I am not aware that Sony agreed to withdraw their petition around 18th March 2009. Exhibit **BCCI W4/77** is an e-mail with a draft settlement agreement sent from IMG to witness which witness confirms.

20. I do not recollect what was contained in the draft agreement. I cannot confirm your suggestion that these were consent terms to be filed in court. Exhibit **BCCI W4/78** are emails from NSH to witness which the witness confirms. Exhibit marked **BCCI W4/79** is the draft e-mail and draft settlement agreement which the witness confirms. Exhibit marked **BCCI W4/80** is an email from Mr. Modi stating that the deal with Sony is wrapped up, which was copied to the witness which the witness confirms. I can't confirm whether advertisers were aware of the dispute between BCCI and Sony. Exhibit marked **BCCI W4/81** is an email from Sony to Mr. Ajit Verghese which is shown to the witness. Mr. Ajit Verghese is the Managing Director of Maxus who handles the Vodafone account. Mr. Harit Nagpal is the marketing head of Vodafone and Ms. Kavita Nair was the Marketing manager of Vodafone. Mr. Rohit Gupta was the head of Sales of Sony. Exhibit **BCCI W4/82** is an email from Mr. Modi to multiple advertisers which the witness is confirming on the e-mails he is marked and others he is not confirming.

21. Exhibit marked **BCCI W4/83** is an email from Mr. Modi to multiple people which is confirmed by the witness. Puneeta and Sandeep are part of Pepsico marketing and Mr. Vikram Sakuja is part of the advertising agency that handles the Pepsico account and Mr. Andrew Georgio is part of WSG.

22. Exhibits marked **BCCI-W4/84** are e-mail from Mr. Modi to the witness which he confirms that BCCI lawyers were instructed to tell the judge that the settlement is underway and therefore hold the judgment. I am not aware whether the financial terms between Sony and BCCI had been settled nor the contractual terms and it would be a non-terminable one.

23. Exhibit marked **BCCI W4/85** are e-mails from Mr. Paul Manning to Mr. Modi indicating that non terminable clause is unacceptable which the witness states he is not aware of. I am not aware that WSG met with Mr. Modi and Mr. Paul Manning to sort out the above issue. I am not aware of the meeting on 18th or 19th March 2009 between BCCI, IMG, WSG and Sony on this issue. Exhibit marked **BCCI W4/86** are emails which the witness cannot confirm.

X X X

Note: The cross examination of Mr. Sundar Raman started at 10:30 a.m. and continued till 1:00 p.m. The cross examination remained inconclusive and shall continue from 10:30 a.m. on 28th July 2011.

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

(Sundar Raman)

Date: 27th July 2011

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R. AMIN

Cross examination of Mr. Sundar Raman continues from 27th July 2011.

I am not aware that Sony was resisting on increase of number of teams to ten. I am not aware that Mr. Modi was not agreeable to a non terminable contract with Sony. Exhibit marked BCCI W4/87 is an email from Mr. Lalit Modi to number of people including witness which witness confirms. I am not aware of what e-mails Mr. Modi sent to the President of BCCI. Exhibit marked BCCI W4/88. Witness is not aware of Exhibit marked

BCCI W4/89 in which Counsel has asked regarding awareness of witness with respect to WSG in liaison with Mr. Modi to sort out the Sony's insistence for a non terminable contract. I am not aware that the WSG formula for breach with modification found its way into the 25th March 2009 agreement or the 2010 agreement with Sony. I am not aware that because of Sony's insistence on non terminable terms of the contract the settlement terms could not be filed in Bombay High Court. Exhibit marked W4/90 which is a continuation of BCCI W4/87 is confirmed by the witness. I am not aware if the Sony understanding failed and if Mr. Manning was asked to work by Mr. Modi on an ESPN agreement.

DC: Counsel is repeatedly asking the witness the same questions on an issue on which the witness has clearly stated that he is not aware. DC pointedly would like to ask the witness whether he is aware of any discussion on the above issue ?

Ans: I am not aware of the discussions and iterations with regard to Sony's issues with BCCI on the above.

Counsel is requested to proceed with the cross examination and refrain from asking multiple questions on an issue on which the witness has clearly said that he is unaware.

I am not aware that Sony came around to an agreement on a terminable contract with BCCI. IPL Media Rights agreements were drafted by Mr. Modi and Paul Manning. I do not recollect if Paul Manning circulated a draft agreement between BCCI and Sony which contained a stipulation that upon WSG (M) notice of breach of its agreement with Sony BCCI was required to terminate the Sony agreement. On 22nd March 2009 there was a Working Committee Meeting of the BCCI where a decision was made to move IPL

2009 out of India. I do not recollect if WSG (M) and Sony contract was discussed in that meeting. On the night of 23rd March 2009 Mr. Modi and I left for South Africa. I am not aware whilst we were moving to South Africa, Paul Manning was trying to negotiate with Sony on the additional teams issue and with ESPN for an agreement. Witness does not confirm the exhibit marked BCCI W4/91. I am aware of the extension letters issued dated 17th March 2009 and 20th March 2009. As per the template agreement that has been shown to the witness WSG is entitled to sub-license their rights for a fee. It is correct to state that BCCI had no role to play in whatever that sub-license fee could have been. I presume that it would be the case that WSG could terminate the broadcaster in the event the sub-license fee was not paid. I do not agree that the BCCI – MSM agreement dated 25th March 2009 is a substitution of a sub-license agreement through WSG (M). I disagree with the suggestion that direct agreement with Sony was only possible if WSG(M) had no India rights, in the event that the WSG (M) was unable to bring in a broadcaster within a 72 hour period then BCCI was within their rights to enter into a direct agreement with a broadcaster. I am not aware if WSG brought Sony as a broadcaster on the 18th of March 2009 to BCCI. I am not aware if multiple drafts were exchanged between BCCI and Sony prior to 24th March 2009. I cannot confirm if WSG (M) had continued to have India rights having not brought a broadcaster within the stipulated time. Based on the extension letters of 17th and 20th of March 2009 it is my understanding that WSG's rights would have expired on the night of 23rd March 2009, however, the explicit legalities of this issue would need to be looked into since I was not in the country during that time. Until 23rd of March 2009, it is my understanding that WSG (M) would have subsisting rights. I am not aware of the reasons for the extensions that were given and I cannot confirm your suggestion that this was due to advanced stage of negotiations with broadcaster and that no prejudice should be caused before Bombay High Court. Upon being shown Exhibit marked W4/92 witness states that he

does not recollect if Ms. Kaushik had suggested that sub-license should be extended till 26.3.2009. I am not aware if the lawyers advised that Sony may file a suit involving BCCI and WSG (M) after rejection of ad interim prayer by the Bombay High Court.

Q: Would you agree that till 23rd March 2009 neither Sony nor ESPN star with which WSG have been negotiating could bring their contractual clauses in line with BCCI requirements under BCCI-WSG(M) agreement.

Ans: I am not aware who all WSG were negotiating with and I am not able to state why they were unable to close the discussions if they were negotiating.

I disagree with your suggestion that the BCCI would be left in a lurch if the WSG (M) agreement were allowed to lapse. The BCCI could not have speculated as to what Sony would have done in Court proceedings had there been no agreement with WSG (M). I do not recollect if Mr. Modi proposed to WSG to sign a new India rights agreement without having sub-licensing deadline like in the ROW agreement. I am not aware if Mr. Venu Nair confirmed to Ms. Kaushik that they had reached a new agreement for India rights after the court verdict. Witness on being shown e-mail from Ms. Kaushik regarding the above marked as Exhibit BCCI-W4/93 confirms the same. I am not aware that Paul Manning had to draft this agreement and that he was in London. I am not aware when the Sony agreement though dated 25th of March 2009 was signed on the 9th of April 2009 at South Africa by Mr. Modi. I am aware that the 25th March 2009 agreement was announced through the media on the same day. I can generally state that many times there is a delay between the actual date of the agreement and the signing of it. I agree that Sony had no media rights as Sony did not have an agreement with BCCI on 23rd March 2009. It is not true to state that because there was no

agreement they could not sell advertisements. They could prospectively sell the advertisements in the hope of possibly signing an agreement. It is correct to state that Mr. Modi had sent an email to advertisers on or around 19th March 2009 stating that all is on track with Sony and they can go ahead booking ads with Sony. I do not recall Mr. Modi writing an email to the advertisers informing them not to book ads with Sony and book them as per instructions of WSG. Based on the extension letter issued on 20th March 2009 the IPL media rights were with WSG (M) on the 23rd March 2009. Obviously WSG (M) had a right to sub-license their India rights on 23rd March 2009. I cannot comment if that purported e-mail by Mr. Modi's made Sony feel that BCCI would not water down their stand. I am not aware if Michael Lynton spoke to Mr. Modi on arrival in South Africa on 24th March 2009 morning. Since I am not aware if Mr. Lynton spoke to Mr. Modi, I cannot confirm or deny your suggestion that Sony was agreeable to a terminable contract and addition of two teams. I am not aware of the email marked BCCI W4/94 which was sent on 14.55 p.m. March 24, 2009 referring to an offline settlement between WSG and Sony for additional two teams.

Counsel places on record exhibit marked BCCI W4/95 regarding ESPN and Star trying to close the deal. Exhibit marked BCCI W4/96 which is an email from witness to WSG asking them to withdraw the MSM petition is confirmed by the witness. The rights value of BCCI did go up substantially I cannot confirm if the number was approximately Rs. 2577 Crores. Counsel places three charts which are drawn out on figures prepared by Mr. Modi and his lawyers in relation to Sony's first agreement, Sony's revised offer, WSG's revised offer and Sony's agreement dated 25th March 2009 which are marked as Exhibit BCCI W4/97.

Question: Can you confirm the veracity of these charts?

Ans: I cannot confirm without looking at the agreements.

At this stage Counsel for Mr. Modi wants the BCCI witness to check up the agreements and confirm the correctness of these figures. A better option would be the witness / BCCI lawyers should check up the correctness of these figures and point out to us if any discrepancies at a later stage so that these charts can be used as a basis by counsel to address his final argument.

It is true that a scanned copy of the agreement between BCCI and MSM was sent on or around 11th April 2009 by Mr. Modi to the President, Secretary, Prasanna Kannan and myself. I am not aware of an affidavit filed by the Secretary before the Delhi High court stating that he knew the contents of the agreement on 11.4.2009. I do not have any material which shows that Mr. Modi had any knowledge about the financial terms between WSG and Sony. The day the agreement was signed an email may have gone out to all GC Members from Mr. Modi informing them about the same. I do not recollect if the GC Meeting of 5th March 2009 had any requirement for calling for fresh tenders for media rights. It is true that Sony is not considered a defaulter with which BCCI cannot do any agreements. I do not agree with the suggestion that a tender would have resulted into legal complications keeping in mind Sony's case. I personally do not have any material to show that Mr. Modi was the beneficiary in any manner of the facilitation fee or part thereof from WSG (M). I am not aware whether BCCI or IPL have any information in this regard. I personally do not have any material to show that Mr. Modi holds any stake in WSG India or WSG (M). I am not aware if BCCI asked WSG at any point of time if Mr. Modi has benefited in any manner from the facilitation fee. WSG Sub licensees were telecasting IPL either in HD or SD feeds which they could down

convert to SD at their own cost. Mr. Modi wished that all broadcast be in HD as it was produced in HD format. I do not recollect if Mr. Modi forced WSG to take the feeds only in HD and if they were unwilling was even ready to terminate the WSG agreement. I am not aware Mr. Modi told Paul Manning to collect all the data of WSG default across their sub-licensee like it was done in the case of Sony and if Paul Manning did suggest that possible areas of WSG's breach. I am not aware of any of these emails which are marked as exhibit BCCI W4/98. I am aware that ITV was the broadcaster of IPL 2010 in UK market and they were a WSG sub-licensee. They were obscuring the tournament bug reportedly under the ofcom regulations as it was stated. Exhibit marked BCCI W4/99 is a mail from Paul Manning marked to the witness which the witness confirms. I do not recollect if Mr. Modi instructed Paul Manning to serve a termination notice to WSG. Exhibit marked BCCI W4/100 is a trail of e-mails which the witness confirms. Exhibit marked BCCI W4/101 is a termination notice from Paul Manning to WSG. WSG may have replied to this notice stating that they have asked ITV for explanations. Mr. Modi may have asked IMG to be tough with WSG on this issue.

Cross examination of Mr. Sundar Raman will continue tomorrow at 6.00 p.m. on 29.7.2011 at the same venue. The BCCI need not produce Mr. Keshav of the Kochi Franchisee tomorrow. Tentatively his cross examination may commence on 2nd August 2011.

Cross examination of Mr. Sundar Raman continues:

Exhibit marked BCCI W4/102 is an email trail which witness does not confirm. Ofcom is a regulatory body in the UK mandated to protect the broadcast integrity. The stated reasons for ITV not displaying the tournament bug was because of Ofcom regulations. Exhibit marked BCCI W4/103 is a response of ITV to WSG. Exhibit marked BCCI W4/104 is not confirmed by the witness. I am not aware whether IMG was asked to get more explanations from WSG as Mr. Modi was not satisfied with the response of ITV. I am unaware if Mr. Modi gave two choices to WSG i) either they terminate ITV or ii) BCCI terminates the WSG contract. Exhibit marked BCCI W4/105 is not confirmed by the witness as he is unaware. I am aware that BCCI has signed a new contract with Sony in June 2010. I am not aware that the earlier contract of 25th March 2009 was terminated and the new contract was signed. I am not aware who led the discussions for the new contract from both the sides including whether IMG was present or not. I cannot say if any of the management team of IPL was involved in this. I cannot comment on why I was excluded from this process. I cannot confirm your suggestion that Sony lawyers drafted the new contract. I cannot recollect if the new contract provides for the 150 FCT exploitation by BCCI. I was involved in the discussion of the amendment to the Sony agreement in March 2010 where the FCT of 150 seconds exploitation was to be done by BCCI. Mr. Modi did not agree to the change in the Bank Guarantee clause requested for by Sony at that time. I cannot recollect if the Bank Guarantee in the new agreement with Sony is the same as the one which Mr. Modi rejected in March 2010. Since I do not recollect whether the 150 seconds FCT is part of the new contract with Sony I cannot comment on whether BCCI lost an important revenue stream by not having this as part of the contract. I cannot agree with your suggestion that with increased no of matches

the value of the FCT would have necessarily increased may be due to supply demand dynamics. I cannot agree with your suggestion that by not having FCT BCCI is put to a loss of approx 90 Crores per year.

The strategic time out of 7 and half minutes as was executed in 2009 was seen to show a drop in ratings by Sony and they preferred it to be a pure commercial break of 2 and half minutes twice. I cannot recollect if in the new agreement Sony's demand of two and half minutes break was acceded to by the BCCI or any return benefit was given to BCCI. I am not aware if Sony wanted BCCI's full support in their litigation with WSG (Mauritius). I cannot recollect if BCCI has agreed to refund the additional rights fee if WSG (Mauritius) succeeded against Sony in their litigation. As informed earlier, since I was not part of the discussions leading to the new agreement, I am not aware of any trail of any correspondence between BCCI and Sony. IPL office does not have any trail of the correspondence or the draft agreements related to this. I cannot agree with your suggestion that lot of uncalled for benefits were passed on to Sony at the cost of BCCI. I cannot agree with your suggestion that Sony got out of this is far in excess of the additional rights fee they pay. I am not aware if Sony was threatened with termination if they did not sign the new agreement. I cannot comment on your suggestion that the Secretary BCCI had adopted a carrot and stick policy with Sony threatening termination if they did not sign the new agreement and not to exploit the 150 seconds FCT if they sign. I am aware that BCCI has terminated the ROW contract. I am aware that Supreme Court and Bombay High Court had passed orders in the WSG's litigation with BCCI. Exhibit marked BCCI W4/106 is the Bombay High Court and Supreme Court order referred to above. I am aware that Sony and WSG are in dispute and the matter is in court. I am not aware of the understanding between Sony and WSG as I was not part of the organization at that time. Exhibit marked BCCI W4/107 is an option deed which

cannot be confirmed by the witness as he is not aware. As I am not aware of the document I cannot comment on the contents of the document including your suggestion that in terms of option deed Sony was liable to pay \$25 Million for exercising option and \$ 35 Million towards TAM top up fees and thus its liability towards WSG was potentially \$60 Million.

Question: Would you agree that the year 2 to 10 rights that were held by WSG (M) before expiration were given to Sony on 25th March 2009.

Ans: The WSG Mauritius was given an extension letter on 17th and 20th of March 2009 which was to end by midnight of 23rd March 2009. Sony's contract was signed on the 25th March 2009. I cannot say if WSG (M) had the rights at the time Sony agreement was signed on 25th March 2009.

The documents that I referred to in my witness statement were shown to me by Advocate Raman. I saw the specific documents but I did not see them as a compilation of documents nor did I see the index but I am aware of the Index number that they corresponded to. Portion marked A to B marked in my witness statement was as briefed by Advocate Raman to me at the time of preparing of my affidavit. I cannot recollect the exact date. Mr. Raman did not state that these documents were disputed by Mr. Modi at that time. I have not seen the facilitation services agreement filed by Mr. Raman before the DC. Since I am not aware of the document I cannot comment on your suggestion that as per the deed of WSG facilitation services, the facilitation services started from finalizing the initial media rights bid in 2008 culminating to the Sony agreement entered on 25th March 2009. Similarly, I am not aware that under the

facilitation deed that WSG had represented to Sony that their agreement with BCCI had been terminated and therefore in effect they had no rights.

I disagree with your suggestion that the ITT document carrying my hand written endorsement was not placed at the GC meeting of 17th December 2009 because it was incomplete and was not approved in that meeting. Whether it was approved or not is part of the recorded minutes and I cannot comment on your suggestion that GC members were in a better position to tell whether the same was approved or not. Mr. Chirayu Amin was the interim Chairman of IPL at the time of GC meeting of 25th June 2010, however I do not recall whether he was present in that GC Meeting. On examining his statement and the draft minutes the witness confirms that the draft minutes records the chairman was present at the meeting, I cannot confirm if Mr. Amin was present in the meeting, however upon checking the records I can revert with a confirmation. On being asked to produce the attendance sheet and minutes of the GC Meeting held on 25th June 2010 the witness confirms that subject to BCCI approval he can do so. Mr. P R Raman, Counsel for BCCI points out that this matter has already been ruled on by the DC and the relevant extracts have been provided by the BCCI. I am not aware who made the extracts of these minutes. These extracts were shown to me by BCCI Counsel. I confirm that the extracts were true reflection of the proceedings of the meetings as I was part of that meeting. In the absence of Chairman IPL, the President BCCI normally chairs the GC meeting. To my recollection, both President BCCI and Hon. Secretary BCCI were present but I cannot recollect if Mr. Jaitley was present at that meeting. I do not recollect if all allegations in the three show cause notices were discussed. I cannot confirm by seeing the extracts without seeing the show cause notices. The show cause notices issued to Mr. Modi were discussed at that meeting. I disagree with your suggestion that President, Secretary had tried to bias the members

of the GC against Mr. Modi and as far as Mr. Amin is concerned I do not recall if he was present. The draft Sony agreement dated 25th June 2010 was placed in the GC Meeting. I do not agree with your suggestion that concessions were given in the contract. However, the Secretary did brief the house on BG, FCT and breaking of strategic time out as they were encapsulated in the agreement. As I have said before, as far as Mr. Amin is concerned I do not recall whether he was present or not. It is correct to say that the GC did not approve of the exploitation of 150 seconds FCT as had been previously decided. I do not recollect whether the three factors mentioned above are specifically recorded in the minutes. I do not recollect if the GC not wanting to exploit FCT in the same manner as earlier is specifically recorded in the minutes. The Minutes of this meeting has been confirmed. I disagree with your suggestion that I have made an incorrect statement regarding the three factors mentioned above and the change in exploitation policy of the FCT. These issues are not mentioned in the extracts presented before the DC. I disagree with your suggestion that I am making an incorrect statement to protect the interest of the President, Secretary and Chairman of IPL. I do not recollect now if I showed this e-mail referred in para 5 of my witness statement to President. I have not seen all the pages of the additional documents but I have seen page 17 which is a copy of the email. I don't recollect how I saw the document - if it was part of the compilation or separately, however it was shown to me by the BCCI counsel.

Point C to D marked in witness statement is based on the briefing given by the BCCI Counsel.

Point E to F marked in witness statement is based on my understanding of the events and not based on the briefing given by the BCCI counsel.

I am not aware if IMG suggested any changes to the ITT document post December 2009.

I agree with your suggestion that currently the list of AORs for BCCI are for media buying, however IPL has used the services of agencies for selling sponsorship also. Selling sponsorships means selling IPL advertisements. I cannot comment on your suggestion that Pioneer Digadsys gave all the ROs they received to BCCI. I was managing the operation process along with my team which included the commercial rates and implementation. Exhibit marked BCCI W4/108 is a mail from witness to Tanveer Oberoi is confirmed by witness. I agree Pioneer Digadsys was selling media for BCCI. The witness volunteers there is no appointment of Pioneer Digadsys by BCCI. I agree with your suggestion that part of Pioneer's responsibility was to sell media, collect money and deposit the money. However, I do not agree with your suggestion that they could deduct agency commission since there was no agreement on fee or commission terms with them. Sneha Rajani of Sony indicated their revenues were approximately Rs. 700 Crores however I have not seen ROs to this effect. These figures include the commission on ROs. I do not know what was Sony's gross revenue for IPL 1 or IPL2. I expect that these figures that Sneha Rajani gave are for 2600 seconds at 60 matches. I cannot comment on your suggestion that these figures are lower than the figures given by Pioneer RO's to BCCI. I agree to your suggestion that Sony for asking for 35% rev share however I do not recall your suggestion that BCCI was agreeable to rev share. I cannot comment that Pioneer paid 20% more to BCCI for 150 seconds FCT than the amount Sony received by selling its ads. I am not aware if BCCI has a legal committee or who are its members. I am not aware who did the legal drafting of the show cause notice to Mr. Modi from BCCI.

Question: Can you find out from BCCI who did the legal drafting of the Show cause notices and whether it went to the legal committee.

DC: Counsel is requested to ask the witness on his role as COO of IPL and not on the legal functioning within the BCCI.

I agree with your suggestion that I can be removed without an inquiry. I disagree with your suggestion that the President or the Secretary or the Chairman IPL threatened me with my removal if I did not co-operate with them with regard to this matter. I disagree with your suggestion that President was unhappy with me because of the confrontation with Mr. Valso and the handling of IPL awards contract. I agree with your suggestion that I report to the Chairman of IPL and as of today it is Mr. Amin. I disagree with your suggestion that I am following his instructions while being a witness in this enquiry. I disagree with your suggestion that Mr. Amin, Mr. Manohar and Mr. Srinivasan have asked to depose in this enquiry which is against Mr. Modi. I agree with your suggestion that it is my responsibility to circulate the agenda papers to the members of the GC. I agree with your suggestion that it is my duty as COO to implement all decisions of the GC. I disagree with your suggestion that it is my responsibility to bring it to the notice of the GC if anything contrary or unauthorized takes place. Witness volunteers: That it is brought to the notice of the chairman and as per instructions of the Chairman it is acted upon. I agree with your suggestion that draft agreements circulated for two new franchises in Feb. 2010 were marked to me. Witness Volunteers: I cannot confirm that all draft agreements were marked to me. I agree with your suggestion that the draft agreements I was copied contained net worth and bank guarantee criteria. I agree with your suggestion that I was not instructed to keep the documents secret from the GC members. I deny your suggestion that I knew these conditions of BG and net worth

were approved by President of BCCI. I agree with your suggestion that Pioneer was exploiting FCT was not kept a secret from the GC. I agree with your suggestion that I was liaising with the advertisers between 14th March to 25th March 2009 in respect of IPL media rights for India. Witness volunteers: All discussions with advertisers were on the instructions of Mr. Modi. I agree with your suggestion that I was doing this to ensure that there is belief amongst advertisers in IPL and to remove any confusion in their mind about IPL broadcast. I deny your suggestion that I was making bookings with advertisers in this intervening period. I agree with your suggestion that Mr. Modi had then taken a stand against unauthorized cricket. I am not aware that he had taken a stand against RR when one of their share holders tried to start an Arab League. I agree with your suggestion that I have deposed on two topics of the show cause notices. I deny your suggestion that I have deposed selectively based on the instructions of the President, Secretary and Chairman of IPL. I cannot say if I would have deposed on all the issues in the show cause notice then my deposition would be relevant to all those issues. I deny your suggestion that the hand written noting made on the Franchisee ITT had been done on the instructions of the President. I deny your suggestion that on the two issues in my deposition I have made incorrect and misleading statements. I agree with your suggestion that some of the statements are made on the advice of the BCCI counsel. Witness Clarifies: These statements only pertain to the specific clause reference and page references made in the witness statement. I cannot comment on your suggestion that clauses 6.2 and 6.3 of the Sony agreement of 2009 indicate advertising based revenue as against the WSG agreement which indicated a subscription based revenue.

I am aware that President BCCI wanted to terminate IMG on fees related issues. I am not aware if the President BCCI had criticized IMG after the suspension of Mr. Modi. I

am not aware if President and Chairman threatened to terminate IMG in GC meetings or otherwise after the suspension of Mr. Modi. I do not recollect if IMG role was discussed in any of the GC meetings after the suspension of Mr. Modi. I will confirm the same after checking the same. I disagree that IMG has not been involved with the drafting of any contract or agreement of BCCI after the suspension of Mr. Modi.

I deny your suggestion that I have deposed falsely in my witness statement and cross examination.

Exhibit marked BCCI W4/109 is a email along with a valuation model attached which the witness confirms is one of the many models that have been iterated by him.

Cross examination of BCCI Witness Mr. Sundar Raman is concluded. The witness must provide the relevant documents and information as stated by him based on the conditions as enunciated in this cross at the earliest.

The next hearing will be on 2nd August 2011 at 4.30 p.m. where Mr. Keshav of Kochi franchise will be the witness to be cross examined.

BEFORE THE DISCIPLINARY COMMITTEE, AT TAJ PALACE,

NEW DELHI

Date : 15th July 2011

BCCI WITNESS NO. 4

Mr. SUNDAR RAMAN

X X X

Continuation of Cross Examination of Mr. Sundar Raman by

Mr. S.S. Hora, Advocate on 15.7.2011 at 10:30 a.m.

1. I am aware that the television rights agreement with Sony provided for a 150 second Free Time to promote IPL. This promotion was for IPL tickets, merchandise, websites and all other non commercial matters relating to IPL. The intention was not to earn money through FCT. The commercial advertisements for IPL were being prepared by an ad agency viz., O & M. I was looking after this and the content would be subject to the approval of the Governing Council.
2. It is correct that Sony was entitled to 2600 seconds of FCT per match. 600 seconds were supposed to be exploited during the Strategic time out and 2000 was during the match and all 2600 seconds were for a completed 40 over game. During the match the FCT can be utilized between the overs, injury breaks, innings break and any other interruption to the live game (but excludes rain break). I do not agree that Mr. Lalit Modi felt that 150 seconds FCT was not required to promote IPL since it was already very successful. However, Mr. Modi did feel that the entire 150 seconds FCT could be commercially exploited. This could earn revenue for IPL. I do not agree with the suggestion that this 150 seconds FCT could be utilized only during the time when the bowler goes back to his run up. However, having it at that time is a more certain way of ensuring display of the advertisement. The ability to display an advertisement in the 150 seconds FCT is not as programmable as in the case of Sony's 2600 seconds FCT.
3. Mr. Lalit Modi and I both were in the meeting with Sony to discuss the exploitation of 150 seconds FCT. I do not recollect the exact number of meetings but possibly two or three meetings. The Sony team to the best of my recollection comprised of Ms. Sneha Rajani and Mr. Ashok Nambisan. The IPL position as stated by Mr. Lalit Modi in the meeting was that IPL would like to exploit this 150 FCT for commercial benefit of IPL. I do not recollect the exact terms which Sony

wanted if IPL were to exploit this 150 seconds FCT. I recollect they wanted to ensure that they fully exploit their 2600 seconds FCT. It is a part of the Sony contract that no part of the game when the ball was in play is missed in order to avail the FCT. I am not aware if Sony ever wanted any concession from the BCCI in this regard. Sony may have wanted a concession on the Bank Guarantee format and IPL may not have been prepared for the same. Sony wanted to enforce the term which provided for 150 seconds FCT being availed only after Sony utilized their commercial timing. I was co-ordinating with Mr. Paul Manning the details of where the 150 seconds FCT could be exploited. Mr. Paul Manning responded saying in which case it will be a parallel exploitation of the 150 and 2600 seconds and no a sequential exploitation.

4. The witness is shown e-mails submitted as **BCCI W4/23** between himself and Mr. Paul Manning and witness confirms the same. There was one extra match in IPL season 3. It was to determine the third place team thus taking the total match to 60. I remember that Sony wanted a concession of not paying upfront for the 60th match. I am not aware if Mr. Paul Manning wrote to Sony that they may have to agree to the IPL conditions if they wanted this concession. The witness is shown **BCCI W4/24** which are e-mails between Mr. Paul Manning and Sony and the witness confirms. I don't remember whether I told Mr. Paul Manning that we could agree to slight amendments in the Bank Guarantee which Sony wanted. I may have said so. The witness is shown **BCCI W4/25** which are mails between Mr. Paul Manning and the witness confirms the same. I confirm that I have informed Mr. Paul Manning that we could agree to slight amendments provided it is consistent with 2008 and 2009 Bank Guarantees. it is correct that the contract with MSM and WSG for ROW provided for BCCI providing a clean feed. Mr. Lalit Modi had told WSG that if they had any difficulty with 150 seconds ad

insertion in the clean feed, WSG could return the rights. **BCCI W4/26** are mails on that issue between Mr. Modi and WSG. Mr. Paul Manning may have told me that IPL could not agree to any change in the Bank Guarantee format. **BCCI W4/27** are Mr. Paul Manning's mails to me in this regard do not recollect but if there is correspondence this is quite possible that Sony may still have insisted on the basis of discussion with me to change the format of the Bank Guarantee. **BCCI W4/28** is a mail from Sony to Mr. Paul Manning, a copy of which is marked to me.

5. It is possible though I don't recollect that based on discussion with Mr. Modi, Mr. Paul Manning and IPL did not agree to any change in the BG format. **BCCI W4/29** is a mail in this regard from Mr. Paul Manning to Sony. Since the change in the format was not agreed upon the existing bank guarantee continued but I do not know if Sony accepted this under protest. 2009 contract of Sony is now replaced with a 2010 contract. I am not aware that the concessions that Sony wanted in the Sony contract that was signed in June 2010. Sony wanted us to agree that the 150 seconds FCT will not be sold as a sponsor package to a single advertiser. The terms of reference of the proposed amendment were agreed by Mr. Paul Manning and me but were not authorized to approve as it is the prerogative of the Chairman. **BCCI W4/30** is submitted in this regard. The amendment as was finalized from our side was also sent to Sony from Mr. Paul Manning as shown in **BCCI W4/31**.
6. By that time a consensus between Sony and IPL had emerged that IPL would exploit but not give the 150 seconds rights to a single entity. This was subsequently confirmed in the IPL GC of 7th March 2010 and they authorised exploitation of the rights. Between the IPL GC approval and the start of the tournament there was a very short window to enable the exploitation of the

rights. This was the first time that IPL was exploiting the period of time between deliveries. It was not required for the agency to be present in the ground during the telecast. However it was suggested that as it is the first time this is being done, it might be more prudent for their presence to be on the ground for the first few matches. The implementation of when to insert the advertisement would be taken based on the outcome of the delivery of each ball and the opportunity thus presented. Mr. James Rego was handling the insertion of the ads on behalf of IPL and Mr. Utkarsh Thakur was co-ordinating with the sales team. Yes it was an experiment by the IPL team. From implementation stand point which is the responsibility of IPL it required a person with broadcasting understanding to insert the ads. Mr. Kunal Dasgupta was the person behind Pioneer Digadsys. Mr. Kunal Dasgupta was the earlier CEO of Sony. He had broadcasting experience. Pioneer Digadsys was selected on a non exclusive basis to monetize the 150 seconds.

7. I disagree that their production team was present at all the venues but a representative of their sales team may have been present at one or many matches. They were present at the venue to ensure delivery of the material and correct display of ads. I do not agree that if there was a bad feed it could be due to failure of IPL but could be due to various other reasons. In normal business practice the responsibility of the feed would be of the party that sold the ad in this case Pioneer Digadsys. I am not aware if Pioneer had to engage representatives to monitor and confirm the duration of the telecast of the ads. IPL did not pay the media buying agencies for this 150 seconds FCT and I don't know if Pioneer Digadsys paid any. It is not necessary that the first draft is made by BCCI lawyers. It was however standard practice that the draft is discussed by IMG Lawyers with the parties.

8. **Question :** Before IPL could send an agreement did Pioneer Digadsys send a draft agreement?
9. **Answer :** To the best of my memory, Pioneer did send some draft which was out of sync with our discussions.
10. I do not recall whether Mr. Prasanna contacted me or Mr. John Loffhagen to draft an agreement after the receipt of the Pioneer proposal. Gargi Kaul was interacting with us on behalf of Pioneer Digadsys. **BCCI W4/32** was received by me from Gargi Kaul. I cannot recollect if I participated in any meeting with Mr. Prasanna to draft the agreement with Pioneer. It may have been possible that the communications with regard to draft even when the IPL tournament was on and Pioneer was going ahead and actually telecasting 150 seconds FCT. I do not recollect if I had sent a mail stating that since they were non exclusive there was no need for a bank guarantee and minimum guarantee. **BCCI W4/33** is an email between mr. Prasanna, the witness and Utkarsh on this issue which the witness confirms. I cannot recollect if Mr. John Loffhagen had circulated a draft on this issue. When the IPL is on my schedule is to visit every centre in order to see there are no problems and if there are any the same can be sorted out. I cannot comment on Mr. Modi's schedule.
11. **Questions :** Would you agree that during IPL tournament Mr. Modi had a very busy schedule?
12. **Answer :** He would be very occupied during the tournament.
13. I do not recollect if no agreement which was expected from Mr. John Loffhagen arrived till the end of the tournament.

X X X

Note : The cross examination of Mr. Sundar Raman at 10.30 a.m. and continued till 1.00 p.m. The cross examination is inconclusive. The cross examination shall continue on 16.7.2011 at 10:30 a.m. to 1.00 p.m. at Hotel Taj Palace, New Delhi.

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

(Sundar Raman)

Date : 15th July 2011

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R. AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT TAJ PALACE,

NEW DELHI

Date : 16th July 2011

BCCI WITNESS NO. 4

Mr. SUNDAR RAMAN

X X X

Continuation of Cross Examination of Mr. Sundar Raman by

Mr. S.S. Hora, Advocate on 16.7.2011 at 11:30 a.m.

1. In the advertising business, agencies function either on fee or commission to be paid by the client. It is not necessary that the release orders will reflect either of this. There may be an agreement between the Indian Broadcasters Federation and the Advertising Agencies Association of India with regard to 15% commission payable to the Agencies. However, the payment of commission is a matter of negotiation between the agency and the client but the same cannot normally exceed 15%. IPL is not a broadcaster and hence not bound by such an agreement. I am not aware that Government of India pays 15% commission to its Agencies.
2. **Question** : Is it a standard industry practice to pay 15% commission to an agency on the basis of agreement of IBF with AAI?
3. **Answer** : There may be a standard practice of 15% but that does not mean that 15% goes to the agency necessarily. Between the clients and the agency the terms are agreed.
4. I am aware of the official hand book of Advertisers and Advertising Agencies marked as **BCI W4/34** where it is mentioned that the commission cannot be less than 15%.
5. **Witness volunteered** : It is pertinent to point out that these terms apply to broadcaster and IPL is not a broadcaster.
6. I disagree despite the document produced **BCI W4/35** that the fee cannot be less than 15%. In the initial days of the broadcast there may have been issues in relation to the quality of insertion of the advertisements but there were no technical hiccups. I am in a position to produce documents (subject to the GC approval) between BCCI and its agency partner which shows the commission at far less percentage.

7. **Per Disciplinary Committee** : How did Pioneer Digadsys make payments to IPL? Was it lump sum or invoiced with a break up?
8. **Answer** : The payments were made with an invoice with a detailed break up showing rates contracted and payments made by client/agencies after deduction of fees.
9. In the first few days some clients raised issue with regard to the quality of the feed according to Pioneer Digadsys. Thereafter steps were taken by me on the advice of Mr. Modi to improve the quality. I am not aware that Micromax is not paying with regard to advertisement telecast on the quality of feed on the first few days. The documents relating to the quality of the feed are marked as **BCI W4/36**.
10. It is correct that the agency / agencies that BCCI hires are those agencies that are its Agencies on Record for media buying and selling. It may be that there is a standard norm prescribed by AAAI which may be 2.5% as stated by you, however I cannot say that this is the case with certainty. Pioneer Digiadsys is not an AOR of BCCI and therefore the terms are to be mutually agreed and not follow any norm. In view of my reply above, I do not agree with your suggestion that Pioneer Digadsys is not bound by the rates of AAAI because of AOR.
11. **Witness volunteers** : Whether a firm is part of the AOR and therefore AAAI has a certain rates for them or whether a firm is not part of the AOR and therefore AAAI has different rates for them, in both these cases, the rates between the parties are the rates settled mutually between the parties and not as per AAAI norms.

12. During the tournament, IPL was getting information from Pioneer Digadsys with regard to booking of advertisement but we were no aware of the release order details that they were getting from their clients.
13. Pioneer Digadsys did send to IPL a large number of release orders but I cannot say all of them were sent. Since we were inserting the advertisement feed we obviously knew how many advertisements were telecast. I cannot say Pioneer used 5485 seconds of advertisement during the tournament. The total billing of this may have been close to Rs.30 crores but I cannot say exactly. Utkarsh from IPL was dealing with Pioneer with regard to the release order and the sales of advertisements. **BCI W4/37** are emails exchanged between Utakrsh and Pioneer.
14. I do not exactly remember asking Pioneer to have its person present at the production centre at each match at the venue but if there is an email to that effect then I amy have said so. Counsel produces **BCI W4/38** where is an email in relatino to the same. Since I was managing the process I must have kept a check on the inventory of advertisements coming in for telecast from Pioneer. Counsel produces email **BCI W4/39** which is sent by Mr. Sundar Raman to Pioneer. As the telecast issues were resolved and the tournament picked up I was informing Pioneer about a possible market rate based on what Sony was receiving.
15. **Witness volunteered** : I quoted this rate after the approval of Mr. Lalit Modi. Counsel produces **BCI W4/40** from witness to Pioneer in this regard.
16. **Question** : In March 2010, Pioneer had informed that they were keeping Micromax sales figure in the account charge but they were unlikely to pay due to poor telecast?
17. **Answer** : If the advertisement were to be released and telecast the payment for the same should have been received.

18. I do not recollect if there is any mail from me insisting on the Micromax payment.
19. I cannot say how many agreements numerically BCCI had entered with Karbonn mobiles. There would obviously have been some agreements with Karbonn during IPL 3. These agreements are for official sponsors and for IPL nights. Pioneer was not a party to any of those agreements to my knowledge. I don't recollect whether Karbonn had any agreement with BCCI whether they would also be a media sponsor in addition to ground sponsor. I recollect that the Karbonn Kamal catches was an event that we had to produce but the terms of the agreement will have to be settled with Pioneer Digadsys.
20. Karbonn was also one of the advertisers as part of the 150 seconds FCT. Karbonn was not chosen by BCCI as BCCI does not choose any particular advertiser as all advertisers have an equal opportunity. I do not recollect who Karbonn approached first but it may have well been that Karbonn approached us and we re-directed them to Pioneer like many other advertisers.
21. In response to your suggestion I do not recollect if BCCI had taken a specific obligation towards Karbonn ads being telecast as a part of 150 seconds FCT during the match. I do not recollect if Pioneer had been given the task of fulfilling the obligation of BCCI in this regard. I am not aware that the rates of Karbonn advertisement were fixed by BCCI directly.
22. I remember that Pioneer bookings contained Karbonn advertisements which were telecast. I do not know if Karbonn made any payment to Pioneer. I do not recollect if Karbonn raised by objection with regard to Pioneer raising an invoice on them. I do not recollect whether I asked Karbonn not to make payments directly to Pioneer.

23. I know Mr. Sudhir Hasija as the Head of Karbonn. Mr. Sudhir Hasija and I had a lot of discussion, but I do not recollect any specific discussion with regard to payment to Pioneer Digadsys. I do not recollect asking Mr. Sudhir hasija not to make payment to Pioneer. I do not remember if I told Pioneer that Karbonn was a BCCI client and BCCI will take payments from them directly. I am aware that Pioneer Digadsys were following up for payment with Karbonn. I do not recall if Mr. Sudhir Hasija asked for advise bbut if there is an email to that effect, I can confirm that. Counsel produces BCCI W4/41.
24. I do not recollect if I even gave him any advise. I do not recollect and hence cannot answer your suggestion that I asked Mr. Sudhir Hasija not to make payments to Pioneer. I do not have the correct details and therefore cannot say if Karbonn had paid directly to BCCI. Karbonn pays BCCI with regard to their sponsorship and therefore some monies have come to BCCI but I cannot say specific to 150 FCT has come. I will try and check up by the next date of hearing if any amount has come to BCCI from Karbonn with regard to 150 seconds FCT advertisement. Karbonn was an official partner even in IPL 4.
25. I do not recollect specifically any communication sent to Karbonn with regard to any pending dues of Karbonn with regard to 150 seconds FCT. Chairman is not likely to be aware of the day to day money inflow of IPL. All monies get to the Treasury co-ordinated by the Finance Manager, I can check and get back to you. I am not aware of any legal proceedings initiated by BCCI with regard to recovery of amounts for 150 seconds FCT from Karbonn. I am not aware if Pioneer has sent any notice to Karbonn to collect the dues of BCCI. Exhibit marked as BCCI W4/42. I do not recollect if I ever asked Pioneer not to initiate legal proceedings against Karbonn.

26. Counsel produces a statement marked as **BCCI W4/43**. On going through the witness states that I cannot say whether the same is correct and I have to check with the reconciled statement from our office. I do not recollect if the payments were made to me they could have been made to BCCI Treasury or IPL office. I will check and bring the details on the next date of hearing. Exhibit marked as **BCCI W4/44** has a list of documents showing payments made by Pioneer to IPL marked specifically to the witness. The same was received in IPL office and I may have seen some of these documents.
27. It is correct that Sony was paying Rs.340 crores for 59 matches in 2010 season. In each match the FCT was 2600 seconds. I disagree that the gross amount payable to BCCI for 5485 seconds will be Rs.12.16 Crores. The realistic figure would not be what Sony has paid BCCI but what Sony realized from its clients.
28. **Witness volunteered** : I can get it from Sony and produce it by the next date of hearing. Pioneer had told us that a lot of clients have informed that their budgets are over and having pre bought from Sony. Counsel places reliance on **BCCI W4/45** where Pioneer had placed its difficulties in selling the FCT. Witness confirms the e-mail trail also contains a mail from him to Mr. Kunal Dasgupta where he has mentioned that he has promised to sell the entire 150 seconds FCT.
29. Group M may have limited broadcasting experience. I am not aware of their broadcasting experience till date. I have no material to show Pioneer did not have a clean record. It is correct that Group M is an agency in respect of media buying for IPL. Pioneer was selling media for IPL. I cannot comment that the release orders of Pioneer are comparable to Sony. I cannot compare the release order of Sony since I am not part of that organization. It is correct that Sony starts marketing the tournament many months in advance.

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Note : The cross examination of Mr. Sundar Raman at 11.30 a.m. and continued till 1.30 p.m. The cross examination is inconclusive. The cross examination shall continue on 18.7.2011 from 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.

(Sundar Raman)

Date : 16th July 2011

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R. AMIN

BEFORE THE DISCIPLINARY COMMITTEE, AT HOTEL TAJ PALACE,

NEW DELHI

Date : 18th July 2011

BCCI WITNESS NO. 4

Mr. SUNDAR RAMAN

X X X

Continuation of Cross Examination of Mr. Sundar Raman by

Mr. S.S. Hora, Advocate on 18.7.2011 at 6:00 p.m.

Per Disciplinary Committee

1. In the course of the cross examination on 16.7.2011, the witness was asked to produce certain documents with regard to some illustrations of Agency commission. The witness has produced the same and the same are marked as **BCCI W4/46**. Counsel for Mr. Modi is entitled to cross examine on these documents if he so desire.
2. The witness was asked on payment made by Pioneer Digadysys. Witness has volunteered the following information. Pioneer has paid an amount of Rs.10.92 Crores. TDS has been deducted on same. Karbonn has additionally made a payment of Rs.8.91 Crores to the BCCI on account of FCT advertisement telecast and after deduction of TDS total amount of Rs.8.73 crores has been given as payment by Karbonn.
3. Sony has informed us that their Gross Revenue from the same of Advertisement from IPL 3 is approximately Rs.700 Crores. I have not taken any one's permission in the BCCI/IPL to place these documents on record since these were operational documents. To produce minutes and some other documents, I will require Governing Council permission.
4. **Question** : You have earlier refused to produce certain documents without GC permission which deal with operational details.

5. **Answer :** Whatever documents in my assessment require GC approval I have stated so with regard to those documents. Documents which do not require GC approval for disclosure can be disclosed by me.
6. I have not discussed the disclosure of the documents which I produced today with Chairman IPL. I disagree with your suggestion that I am withholding large number of documents and only selectively producing the documents.
7. Maxus document supplied by me deals with media buying and planning. It is incorrect to state that it does not deal with media selling as the broadcaster sells the media to Maxus which is in turn bought by many parties. Maxus is not selling media on behalf of BCCI as per the document I have supplied. AOR scope is the Agency of Record and details of their services. AOR is a nomenclature used to appoint buying agency. Pioneer was selling media inventory on behalf of BCCI. Maxus was entitled to 5% for outdoor services as stated in the document. It is incorrect to say that they are entitled to 2% commission only when they are operating in Mumbai. Outdoor relates to outdoor services of any kind anywhere in India including Mumbai. I do not agree that the rate that BCCI is paying Maxus @ 5% is higher than the rates prescribed by AAI for the services they are performing. It is the responsibility of the Agency (Maxus) to collect the money from BCCI to pay the media sellers. I disagree that in every case that the money is collected by the AOR from the client. I have worked in an advertising agency and an AOR agency namely J. Walter Thompson and Mindshare whose responsibility included collecting money from the clients to pay the media sellers.
8. I disagree that O&M scope did not include buying or selling media on behalf of BCCI. O&M scope did not include selling media for BCCI. It refers in Clause IV (5) with regard to buying media on behalf of BCCI. For all other services including media buying a specific fee has to be agreed and paid.

9. **Witness volunteers** : The fact that a clause exists stating fee to be mutually agreed for implies that there is no norm is practiced as stated in AAAI. O&M was hired preparation and creating of advertisement for BCCI and CLT20.
10. Karbonn payments were received in two tranches one on 15th March 2011 and 26th April 2011. I have not had any mail trail with Karbonn on this issue. When I refer to Karbonn in the above sentence, this includes all executives of Karbonn. I do not recollect if anyone else sent a mail from IPL to Karbonn. The finance team may have had oral discussion with Karbonn. I may have had discussion with executives of Karbonn on payment issues. I do not recollect the broad content of those discussions were. I cannot say for sure if Pioneer makes collection on behalf of BCCI. When Pioneer was in the market selling the 150 seconds on behalf of IPL their responsibility included to make the payments. Collecting the money was their own business but their responsibility was to make payments to BCCI. I cannot say if payments are made on basis of release orders it depends on the process of each organization. There is no standard format of release orders. Some release orders may carry terms and conditions of payment and some may not.
11. **Question** : Did all Pioneer release orders carry payment terms?
12. **Answer** : Release orders are sent from Agency / Clients to Pioneer. I cannot comment if it carried the terms and conditions when they were sent.
13. There is no specific Pioneer release order as that relationship is between Pioneer and its various clients. These clients directly pay Pioneer based on the term agreed with the Pioneer. I have seen some of the release order to Pioneer with respect to its various clients in respect of 150 seconds FCT. I do not recollect whether they carried terms and conditions of payment, they may have carried

the same. I cannot say whether release order is an agreement between the agency and the client. One of the partners of Karbonn is United Tele Links (UTL) Bangalore. UTL did not issue any release order to BCCI. They may have released it to Pioneer. I am not aware if Karbonn RO was forwarded by Utkarsh to Pioneer. Upon being shown the record the witness confirms the release order RO from UTL has a set of terms and conditions and the schedule sent to IPL from the client which was forwarded to Pioneer.

14. After Mr. Modi's suspension, the management upon directions from the President was asked to follow up on all issues including this. The management team included some staff of IPL. I, James Rego from Production, Poorna from Hospitality and Manager Finance are part of the Management team. All collections reporting to the Treasury. Mr. Chirayu Amin is the Chairman of IPL. However, he does not engage himself / discuss directly with respect to collections from either Karbonn or Pioneer. I have no specific recollection with regard to difference in RO and collection with respect to Karbonn in particular. I disagree with you suggestion that the payments made by Karbonn are as per the desire and satisfaction of the BCCI. I cannot comment on your suggestion that BCCI has received the full amount as per the RO. I can only state, as I have said earlier, the amounts received from Karbonn. I am broadly aware that BCCI has lodged an FIR in Chennai but I am not aware what are all its contents. I am not aware that if it contains the FCT issue. I vehemently that BCCI purposely put hurdles in recovery of money from Karbonn so that its FIR in Chennai with respect to non recovery may stand.
15. BCCI did not recover monies relating to FCT of IPL 3 from the Karbonn sponsorships of IPL 4. Counsel seeks permission to place on record document marked **BCCI W4/47** which is an email from witness in respect of quality of feed.

Based on the operational logistics of every match 150 seconds was exploitable. An ad can only be inserted during the period when the ball was not in play and this has to be a sufficient length of time. When a replay is being telecast an ad cannot be inserted. Since the replay and the ad is controlled by the telecast team they could telecast a replay in such a manner an ad can be inserted. The production management team controls the full production of an IPL match and therefore even the number of the replays to be shown is taken by the production management team. I therefore disagree with your suggestion that every replay needs to be shown in every IPL match.

16. It is correct that in the case of Sony one of the grounds of termination was the fact that a commercial logo was inserted whilst the replay was being shown. I disagree with your suggestion that practically 9000 seconds of FCT were not available. There could be multiple reasons for a divergence between ads booked and ads telecast such as non availability of material, washed out game, any disputes the advertiser may have raised on quality of telecast. This could be the reason why Pioneer even though had 5760 seconds of sale, we could only broadcast 5285 seconds. These figures are as mentioned by the counsel for Mr. Modi. The relationship between collection and telecast can vary depending on the client buyer relationship. I would not know that except in case of Karbonn sale of 150 seconds FCT was made by Pioneer through AOR of the clients. I maintain that the terms of the trade is agreed between the buyer and seller and not necessarily a 90 days collection time. I do not recollect any RO being received from Parle in respect to FCT however I remember a mail came from Mr. Tanveer Oberoi of IMG for Parle with their offer. I disagree that without a release order ads cannot be displayed.

17. **Question :** Did you write to Mr. Tanveer Citing a rate of Rs.12 lakhs for the playoffs and Rs.9 lakhs for other matches?
18. **Answer :** If there is an email to that effect I agree.
19. I do not recollect if Mr. Tanveer has responded. I do not recollect when Mr. Kunal Dasgupta left Sony. I cannot say with certainty if Mr. Kunal Dasgupta was personally responsible for the breaches that occurred at Sony. After termination with Sony, BCCI entered into two agreements with Sony for its rights of Indian telecast.
20. Yes I have access to contracts and tender documents in the IPL office. I have seen the contract of Sony agreement for India rights and WSG agreement for ROW rights and not their original bid in 2007-08. In the first contract both broadcaster and marketing agents could have IPL Media rights and marketing agencies could sub-licence their rights. Major component of IPL revenue is through Media and therefore to an extent determines IPL's success.
21. I am not aware that Sony in the first round had given a bid and withdrawn. WSG at that time also had ground rights of BCCI bilateral series. They had substantial interest in Football and Gold in Asia amongst other sports. I am aware that Nimbus WSG entity had acquired the rights during 1999 for a period of eight years that included 2003 world cup. I am aware that the production support for pre match programme called extra innings was done by WSG for Sony. WSG in its bid before IPL1 stated Sony as its partner for India. I am aware that Dentsu is a very large advertising agency based in Japan. I am not aware that WSG share holding includes Dentsu of Japan. I am aware Lagardere bought into WSG some percentage share in the last couple of years. If I recollect it was after IPL 2008. I

am aware Lagardere has multiple business interest which includes some share in Airbus Industrie. I am aware that WSG India is a part of the WSG Group.

22. I am aware Mr. Andres Georgio and Mr. Venu Nair represented WSG in the discussions related to IPL. I am aware that the minimum bid amount for IPL in the first year was USD 59 Million. I am aware that for the first five years if WSG exited BCCI would continue the broadcast rights with MSM for India. I cannot comment whether WSG and Sony had an understanding with regard to sub-licencing and its financial terms.
23. Since I am not aware of the understanding of Sony and WSG, I cannot say that BCCI was not concerned with the said understanding. WSG bid was not a consortium bid with Sony. Since I am not aware of the understanding if any for the joint bid, I cannot comment on the liabilities of each of the parties. Sony wanted direct arrangement with BCCI and therefore entered into contract with BCCI for five years for the media rights in India. The ROW rights for the first five years and global rights for the next five years remained with WSG including India.
24. The WSG bid prima facie was non complaint as it was conditional on achieving a TAM rating of 5 as there were reductions in year 2 for 10 Million, year 3 for 11, year 4 for 12 and year 5 for 13 all in US \$ Million. I am not aware of the bid and the franchisee tenders since I was not in the IPL at that time. I am not aware that WSG was asked to make the bid complaint by putting in the abovementioned shortfall at the end of five years as I was not part of the IPL at that time. I would not know how Sony and WSG tried to apportion the India rights and whether there was an agreement between them as I was not part of IPL at that time. Yes, the sum of the licence fee in the agreements of WSG and Sony was equivalent to the total original bid of WSG. WSG agreement did not have a rating clause.

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Note : The cross examination of Mr. Sundar Raman started at 6.00 p.m. and continued till 9.00 p.m. The cross examination is inconclusive. The cross examination shall continue on 19.7.2011 from 10:30 a.m. at Hotel Taj Palace, New Delhi.

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

(Sundar Raman)

Date : 18th July 2011

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R. AMIN

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

Date : 19th July 2011

BCCI WITNESS NO. 4

Mr. SUNDAR RAMAN

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Continuation of Cross Examination of Mr. Sundar Raman by

Mr. S.S. Hora, Advocate on 19.7.2011 at 10:30 a.m.

1. If Sony made deductions for the first five years then WSG would have to compensate the BCCI upto 35 Million US\$. The 35 Million US\$ figure would have taken the bid to the reserve price. I disagree that WSG had taken a potential liability to the extent of 35 Million US\$ on account of the Sony contract. I do not recall whether Sony agreement provided for an optional renewal for a period of five years. I do not remember the exact term of the Sony agreement whether it provided for an extension of five years. I do not recollect the terms and hence cannot answer your suggestion if the Sony contract had a renewal clause subject to WSG's approval.

2. I cannot say if BCCI was aware of WSG's plan for exploitation of year 6 to 10. I do not recollect under what circumstances WSG right fee would have reduced from year 6 to 10. I am not aware if on 23rd April 2010 Sony issued a press release stating that they would be paying WSG 25 Million US\$ for seeking extension from year 6 to 10 under the first agreement and I am not aware that Sony also stated that upon exercise of the option they were to reimburse WSG upto US\$ 35 Million if WSG would have paid BCCI on TAM deductions.
3. I do not recollect if both the agreements of Sony and WSG with BCCI contained clauses which indicated a separate understanding / agreement between Sony and WSG. It is true that BCCI was supposed to discuss with WSG in the event of a termination of Sony agreement, regarding how the rights from year 1 to 5 were to be exploited. It is true this was because the actual winner of the tender was WSG India. I do not recollect who would have the rights beyond 2017. Sony's model of exploitation was through subscription and advertising. I cannot comment on the major source of revenue for Sony's model. I disagree with the suggestion WSG's ROW revenue was largely through subscription. I would not know how much of WSG revenue was through subscription and advertisement.
4. WSG's model of exploitation of IPL rights was through sub-licensing. As a practice WSG was not giving advertising rates and invoices but Sony was giving whenever demanded. I disagree with the suggestions that Sony could not have done pay per view or on demand but WSG could have done that. WSG physically could not have done it as they were only sub-licensing. WSG was telling IPI as to who their sub-licensees in various territories were. Based on oral confirmations, WSG told us that they had sub-licenses for a period of one to three years. This information came orally. I am not aware of any renewal terms or any terms between WSG and their sub-licensees because they did not provide any of the agreements to

us. I am aware of the mail sent by Andrew Wildblood to Sony in respect of commercial interruptions in the telecast in May 2008.

5. I confirm on being shown Mr. Andrew Wildblood email to Mr. Kunal Dasgupta which is marked as **BCCI W-4/48**. Although, the first season of IPL was very successful, IPL did not achieve a rating of 5. As per contract because of non achievement of TAM rating of 5 Sony did not pay 10 million US\$. In fact they did not have to pay under the contract. IPL tried to reason out with Sony that because of their lack of connectivity in southern parts of India the TAM rating of 5 could not be achieved.
6. I am aware that Mr. Modi insisted that Sony pay entire 10 Million US\$ and no deduction was permissible. Mr. Andrew Kaplan a Senior Executive in Sony Pictures International and he is dealing with us. Andrew Kaplan declined to pay 10 Million US\$ to BCCI. At that time Kuna Dasgupta was the Chief Executive of Sony in India. Mr. Andrew Kaplan was based out of Los Angeles.
7. I am not aware of Kunal Dasgupta's view on 10 Million US\$. I cannot say if Kunal Dasgupta's view was 10 Million to BCCI. I do not know whether on account of these differences Andrew Kaplan though Kunal Dasgupta was soft on BCCI thus compelling Kunal Dasgupta to leave Sony on 18.2.2009.
8. I am aware that Official Sponsors have a first right of refusal for on air sponsorship with Sony. There is a time frame prescribed for this in the contract. I am aware that BIG TV of Reliance has won the tender in DTH category for official sponsor of IPL @ 7.7 Million US\$ per year for 4 years. Sony was informed that BIG TV was the official sponsor of DTH category of IPL.
9. BIG TV had defeated the Airtel offer. I am aware that Sony had signed a broadcast sponsorship with Airtel DTH prior to this tender process. On seeing the

document I can say that IPL had intimated to Sony ahead of their signing with Airtel. BIG TV sent a letter of withdrawal citing the reason that they could not get on air sponsorship. I cannot say if it is was an irritant to Mr. Modi because Sony first declined to pay US \$ 10 Million and then did not give on air sponsorship to BIG TV causing loss of 7.7 Million US \$ per year to BCCI for four years.

10. I agree that Mr. Modi took a note of all these developments. I am aware that IMG on behalf of IPL had sent a notice to Sony seeking a response as to why the BIG TV contract was not honoured. In the said notice, it was also stated that if Sony did not remedy the breach, the BCCI could terminate the Sony Contract. Sony responded by saying that the same terms were offered to BIG TV and they had refused to take it. Sony defended their position on the basis of the language of the contract.
11. Mr. Modi asked IMG to examine the entire footage and determine where all Sony had defaulted. Thereafter, BCCI also sent another notice to Sony alleging that 150 Seconds promotional game was not provided by Sony. Sony defended their position by stating that this FCT translated into 20 Crores of promotional air time for IPL and they had far exceeded it. Sony was to provide their aggregate commercial time to IPL. There was a difference between Sony's figures and TAM figures to the extent of 26%. On this score another notice was sent by IMG on behalf of BCCI to Sony alleging a default.
12. **Question** : Was a fourth notice also sent that Sony had inserted commercial graphics when the ball was in play?

Per Disciplinary Committee : We have repeatedly requested the counsel not to cross examine on the contents of documents which are admitted on record and which will in any case be looked into. Most questions asked despite our repeated

request on the Sony issue relate only to the contents of the documents. We are not constrained to disallow questions with regard to content of documents. While doing so, we again reiterate that both parties are entitled to show to us each and every document at any stage.

13. It is possible that there was a meeting between Sony and BCCI on 17th and 18th October 2008 in Bangkok. I do not recollect the issues which were raised at this meeting or whether they pertain to any default of IPL 1. I cannot therefore say if Sony stated that all these issues were sorted in May 2008 after IMG's letter and nothing remained outstanding in October 2008. I do not recall exactly what Sony's explanation was but they may have said that these are operational issues and therefore did not constitute material breach of contract. I may have had meetings with Sony on these issues in February 2009 and they may have stated these are operational issues.
14. I do not recollect Sony alleging that they had a strong case and that BCCI could not legally terminate their contract. It is correct that BCCI would have evaluated all scenarios including the legal merits of the case. IMG may have advised that BCCI had a case of damages but not a case of termination. There was a worry on basis of IMG advise that if an injunction on telecast on the forthcoming season in 2009 had been granted by the court. BCCI W4/49 is a mail written by Ashok Nambisan of Sony stating that BCCI should send a revised invoice for 45 Million US\$ instead of US \$ 55 Million and the witness confirms the same. This was the position even after the first set of notices were sent to them in February 2009. I am aware that Mr. Modi had spoken to ESPN Star besides other broadcasters if they were willing to take the Sony rights. I am not aware as to what responses these broadcasters gave to Mr. Modi.

15. I confirm the contents of the email **BCCI W4/50** wherein ESPN STAR had issues relating to the validity of the termination of Sony. There may have been a meeting with Sony executives on or around 19th February 2009 at the Marriot in Mumbai. There may have been Ashok Nambisan and Senha Rajani from Sony and Mr. Modi, myself and Paul Manning from the BCCI were present at the meeting. Yes it is true that Mr. Modi had come up the idea of strategic time out to maximize the revenue. The GC had authorized Mr. Modi to deal with Sony and its breaches and to come up with alternatives and renegotiate.
16. These issues of drinks break TAM and BIG TV may have been discussed in our meeting at Marriot. Email from witness marked as **BCCI W-4/51** is shown to the witness who confirms the same. The original contract with Sony did not provide flexibility for strategic time out to enhance revenue. It is correct that Mr. Modi was interested in getting payment for strategic time out not only for year 5 but also for year 10. No issue with regard to breach against WSG was raised Strategic time out in years 6 to 10 would have required WSG's consent for BCCI. I do not recollect if Sony said they are not interested in IPL rights for year 6 to 10. I do not recollect whether Sony stated that they would have to make WSG agree to a greater liability for year 6 to 10.
17. I do not recollect if Sony said they will not be able to agree to a prorate increase if the number of matches increased. They did propose a model of a revenue share for the strategic time out and they were reluctant to give fixed value for this. Mr. Modi was agreeable for a revenue share in addition to a certain minimum guarantee. I do not recollect whether Sony whether they are unable to sell this additional time. In fact Sony proposed various models which include revenue sharing wherein either of the two could sell and share the revenue.

18. I do not recollect if Sony wanted 35% of revenue if IPL was selling Mr. Modi may have told Sony executives that they must resolve the issue of years 6 to 10 with WSG the way they want and should come to IPL for the whole period years 2 to 10. **BCCI W4/52** was copied to me but it does not refer to the strategic time out. I cannot say that this in fact related to strategic time out.
19. I do not recollect whether Sony had proposed to the BCCI that the rate of the strategic time out would be Rs.3.5 lakhs per ten seconds and they would pay Rs.68 crores to BCCI for next three years or BCCI should pay Rs.36 Crores to Sony in this regard. Counsel places a mail in this regard which is marked **BCCI W4/53**.

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Note : The cross examination of Mr. Sundar Raman at 10.30 a.m. and continued till 1.00 p.m. The cross examination remained inconclusive and shall continue from 10:30 a.m. on 20th July 2011.

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

(Sundar Raman)

Date : 19th July 2011

ARUN JAITLEY JYOTIRADITYA M SCINDIA CHIRAYU R. AMIN