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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ O.M.P. (I) (COMM) 357/2024

MRIKSHA CORPORATION PVT. LTD.Petitioner

Through: Mr. Rishi Awasthi, Mr. Piyush Vatla,
Mr.Avinash Ankit, Mr.Rahul Raj
Mishra and Mr. Rahul Kumar Gupta,
Advs.

versus

ABSOLUTE LEGENDS SPORTS PVT. LTD. & ANR.

....Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE SACHIN DATTA

ORDER

% **09.10.2024**

IA No.41997/2024 (Exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

O.M.P. (I) (COMM) 357/2024

3. The present petition has been filed by the petitioner seeking urgent relief/s under Section 9 of the Arbitration and Conciliation Act, 1996.
4. The petitioner is a franchise holder of Konark Surya Orissa (earlier owned by the previous franchiser being Bhilwara Services Private Limited). The said team is participating in "Legends League Cricket" a professional cricket league in India.
5. The respondent no.1/Absolute Legends Sports Pvt. Ltd. (*hereinafter referred to as "league owner"*) is the owner and organiser of the said cricket league. The respondent no.2 is also one of the franchise teams participating in the said league.
6. The Franchise Agreement dated 05.09.2022 was entered into between



the league owner and the erstwhile franchise holder (now represented by the petitioner). The said franchise agreement contains a dispute resolution clause (Clause 17) which reads as under:-

“17.2 If the parties are unable to resolve the Dispute through negotiation under Clause 17.1 within thirty (30) days after service by any party of a Request, either party shall be entitled to give written notice (an “Arbitration Notice”) to the other party requiring that the Dispute be referred to and finally be resolved by arbitration, irrespective of the amount in Dispute or whether such Dispute would otherwise be considered justifiable for resolution by any Court. The Arbitration Notice shall summarised the basis of the Dispute. This Agreement and the rights and obligations of the parties hereunder, shall remain in full force and effect pending the award in such arbitration proceedings, which award shall determine whether and when any termination of this Agreement shall become effective. Nothing in this Clause 17.2 shall prejudice the right of the parties to seek interim relief in accordance with Section 9 of the Arbitration Act.

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17.5 The place and seat of the arbitration shall be New Delhi and the language of the arbitration shall be English.”

7. On 20.09.2024, a match was played between the franchise team of the petitioner and the respondent no.2 at Barkatullah Stadium, Jodhpur in the third Season of the Legends League Cricket, owned and organised by the respondent no.1. The match concluded with the petitioner’s team being declared as winner and with the official score card showing Manipal Tigers’ final score as 102/8 runs in 20 overs against the petitioner’s team final score of 104/9.

8. It has been brought out during the course of hearing that the aforesaid result was confirmed by the match officials including the on field umpire, third umpire and the match referee officiating the said match. However, subsequently, on 21.09.2024, the respondent no.2 submitted a letter to the official of Legend League Cricket, Season-3, alleging that a scoring error



has taken place in the match concluded on the previous date i.e. on 20.09.2024. It was submitted that the score of respondent no.2 was wrongly recorded as 102/8 instead of 104/8.

9. It was further stated that the alleged error had occurred in the 11th over of the match, in which eight runs are stated to have been actually scored, whereas the official score card omits to take into account two of those runs which were scored in the said over.

10. The petitioner through its COO replied to its aforesaid letter on the same day stating that the protest made by the respondent no.2 was invalid because the match was already over and the result had already been declared.

11. Thereafter, the issue was referred to the “Event Technical Committee (ETC)” of the concerned league to determine the correct state of affairs and to reach to a decision on this issue.

12. Significantly, the ETC acknowledges that the match held on 20.09.2024 was declared to have been won by the petitioner’s team, however, the ETC sought to treat the case as an “exceptional one” and changed the score so as to reflect that it was a “Tie Match”. Consequently, although, petitioner had been earlier awarded two points after being declared winner of the match, by virtue of the ETC decision, the points were directed to be shared between the petitioner and the respondent no.2. Significantly, while taking the aforesaid decision, the ETC acknowledges that the “said decision was being taken regardless of the rules”. The ETC also cited “commitment to fair play” as also being one of the guiding factors for its decision.

13. The petitioner, thereafter, immediately protested and approached the



Apex Council of Legend League Cricket. It is notable that two out of the four members of the Apex Council comprised of members who were also part of the ETC.

14. The Apex Council *vide* communication dated 05.10.2024 upheld the ruling of ETC. Again, the Apex Council referred to its decision being in the “spirit of fair play”. It is in the above background that the petitioner has approached this Court seeking the following reliefs:

“i) restrain the Respondent no. 1 from taking any action in pursuance of the order dated 05.10.2024 passed by the Apex Council of the Legends League Cricket owned and organized by the Respondent no.1; and/or:

ii) Direct the Respondent no. 1 to maintain status quo ante as it existed before the order dated 05.10.2024 passed by the Apex Council of the Legends League' Cricket owned and organized by the Respondent no.1; and/or

iii) pass such other/further orders, which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.”

15. Issue notice to the respondent/s through all permissible modes, including electronically. *Dasti* in addition.

16. Learned counsel for the petitioner has rightly contended that the “commitment to fair play” which has been invoked to change the result of the match that was held on 20.09.2024, can never justify the relevant rules to be disregarded. On the contrary, the “commitment to fair play” requires that the rules be scrupulously followed.

17. The applicable rules, particularly Rule 16.9 of the Legends League Cricket Playing Conditions, clearly contemplates that the result cannot be changed after it has been declared at the conclusion of the match. It is incumbent on the Respondent No. 1 to apply the said rule (and all applicable rules for that matter) scrupulously and faithfully.



18. The rationale for the aforesaid rule is also obvious. Any live match situation is a dynamic one, with the match situation changing rapidly, virtually from moment to moment, and presenting a challenge to the teams, in either defending or chasing a score in the context of the situation as it emerges. Teams and players respond to the challenges presented at different stages of the match by adapting themselves to the requirement at that particular time, as perceived by them, based on the situation reflected in the official scoreboard. Given this reality, it is completely incongruous to retrospectively change the result of the match in the guise of rectifying a scoring mistake in the 11th over of the Respondent No.2's innings.

19. The communication/ decision issued by the ETC as also the Apex Council, concede that the decision to change the result, is not in consonance with the applicable rules. Ironically, the rules have been disregarded in the guise of "the spirit of the game", which, apparently, is seriously undermined by such retrospective tinkering of the result.

20. Learned counsel for the petitioner has drawn attention to the other infirmities in the decision making process by the Apex Council *viz.* denial of fair opportunity to the petitioner to present its case, improper constitution of the Apex Council inasmuch as the same was mandatorily required to have five members whereas in actual fact there were only 4 members. Also, it is pointed out that two out of four members of the Apex Council had already taken a view as members of the ETC, and therefore, could not be expected to impartially and objectively consider the pleas of the petitioner.

21. Considering the aforesaid aspects on a *prima facie* conspectus, it is directed that till the next date of hearing there shall be a stay of (i) the communication dated 05.10.2024 of the Apex Council filed as Document -1



alongwith the petition and (ii) the communication dated 23.09.2024 of the ETC. Further, the points tally will be worked out accordingly, and future fixtures/ matches shall be fixed accordingly. Needless to say, the aforesaid directions shall be subject to further order/s in the present petition.

22. List on 15.10.2024.

23. Copy of this order be given *dasti* under the signature of the Court Master.

SACHIN DATTA, J

OCTOBER 9, 2024/at