

BEFORE THE ETHICS OFFICER
Cricket Association of Bengal
Dr. B. C. Roy Club House
Eden Gardens, Kolkata
on 13.09.2025 at 4.00 P.M.

Re: Complaint made by Mr. Mahadeb Chakraborty against Mr.
Subrata Saha, Member, Finance Sub-Committee, CAB.

Present:

Justice Ashim Kumar Banerjee (Retd.), Senior Advocate, Ethics Officer.

Ms. Manali Ali, Advocate, representing CAB.

Mr. Dipak Ranjan Mukherjee, Advocate, ... representing Mr. Subrata Saha.

Mr. Sandip Dey, Advocate, For Mr. Mahadeb Chakraborty.

Mr. Sandip Dey, learned Advocate appearing for the complainant, would contend, the ratio decided in the decision of the learned Ethics Officer in the case of Powar Brothers, should be squarely applicable in the instant case as the financial benefit has been enjoyed by the respondent knowing fully well, his commercial venture would directly have "conflict of interest" so long as he is in the Finance Sub Committee.

Mr. Dey would further contend, even if the conflict is held to be there, it must be held to be "intractable" in view of the fact that the offence under the Rules, particularly Rule 67 read with Rule 3(A)(k),



is quite apparent on the face of it. Mere recusal or a penalty would not be sufficient unless and until the respondent is debarred from involving himself in the game of cricket conducted by CAB.

He would refer to paragraph 29 of the judgment in the case of Power Brothers, to contend, the Learned Ethics Officer in that case, held the conflict to be "intractable" and took appropriate measures therein.

He would pray that the respondent should at once be suspended from acting as a member of the Finance Sub Committee. The concerned hotel, where the respondent is admittedly 1/3rd owner, should also be debarred from having any commercial benefit from CAB.

Mr. Dipak Ranjan Mukherjee, learned Advocate appearing for the respondent, would contend, it was true that the disclosure was not made by the respondent. However, the respondent gave an undertaking in paragraph 21 henceforth, he would not be involved as a partner of the concerned hotel to have any commercial relationship with CAB.

Mr. Mukherjee would contend, so far the past conduct of the respondent, he had no role to play in selection of hotel and granting work order to them. It was not done by the Finance Sub Committee in which he is a member. In this regard, he would rely upon paragraph 12 of the respondent.



He would also contend that the concerned auditor did not file any adverse report under Rule 63 read with Rule 64.

He would pray for appropriate direction considering his undertaking that in future he or his hotel, would not be involved in any commercial transaction with CAB.

Assisting me in deciding the matter, Ms. Manali Ali, Learned Advocate representing CAB, would contend that the definition of "tractable" and "intractable" conflict would have a clear distinction. In case of "tractable" conflict, the conflict could be resolved, either by recusal or by passing any mandatory order stopping such conflict whereas "intractable" is something which despite passing appropriate order of recusal or any protection to avoid such conflict, the conflict would still be in existence. Such situation is not applicable in the instant case.

She would also submit that it was not possible for CAB to verify as to whether the concerned hotel had any financial relationship with any of its members, either of the Apex Council or any sub committee. Hence, they should not be accused of any irregularity. She would also contend that before issuing any work order to this particular hotel, they already obtained quotations from other hotels and found it most suitable.



In reply, Mr. Dey would refer to paragraphs 12, 13 and 14 of the response, to contend that the respondent rather tried to shield the CAB that would clearly indicate the unholy nexus between the CAB and the respondent.

Heading is concluded.

Judgment would be delivered on September 18, 2025. /



Justice Ashim Kumar Banerjee (Retd.)

Senior Advocate.

Ethics Officer, CAB.