

Before Hon'ble Justice Jyotirmay Bhattacharya (Retd.)
Former Chief Justice. High Court at Calcutta,
Ombudsman, Cricket Association of Bengal.

Case No. 4 (OMB) 2025.

Re: W.P.O No. 591 of 2024 (Bhudeb Mukherjee & Others –Versus- The Board of Control for Cricket in India and Others).

For Bhudeb Mukherjee.

Mr. Bishwaroop Bhattacharya, Senior Advocate.

Mr. Kaustav Banerjee, Advocate.

Mr. Bhudeb Mukherjee appearing in person.

Mr. Avilash Agarwal appearing in person.

For CAB

Mr. Samrat Sen, Senior Advocate.

Final Order

Two Writ Petitions were filed by Mr. Bhudeb Mukherjee, the complainant herein, against BCCI and its officials, and CAB and its officials before the Hon'ble High Court at Calcutta. First of such writ petitions was registered as WPO No. 591 of 2024 (Bhudeb Mukherjee and three others –Vs- Board of Control for Cricket in India) and the second Writ Petition was registered as WPO No. 671 of 2025 (Bhudeb Mukherjee and another –Vs- Cricket Association of Bengal and others). In both the aforesaid writ petitions, the common grievance of the writ petitioners was that they being the Life Members of Cricket Association of Bengal, were entitled to get free tickets for the Matches held at Eden Gardens between India and South Africa on 5th November, 2023 and semi-final on 16th November, 2023 and the other three non-India matches which were held on 28th October, 31st October, and 11th November, 2023, but they were deprived of enjoying such right due to whimsical policy adopted by CAB for online distribution of free tickets amongst the Members of CAB, through the designated agent viz. BookMyShow appointed by BCCI, on first come first serve basis. This was primary grievance of the complainants in both

the aforesaid writ petitions. In the first writ petition, the writ petitioners being unaware of the details of the appointment of Ombudsman, sought for a mandamus by way of additional relief by directing the CAB to intimate about the details of the Ombudsman appointed under Rule 69 of the CAB Rules so that their grievances can be agitated before the Ombudsman appointed under Section 69 of the CAB Rules, being the appropriate authority under the said Rule. In the second writ petition, the writ petitioners prayed for expeditious disposal of the complaints submitted before the Ombudsman under Section 69 of the CAB Rules, by way of additional relief.

Both the aforesaid writ petitions were referred to the Undersigned for deciding the dispute raised therein in terms of the direction of the Hon'ble High Court at Calcutta.

The complainants have submitted supplementary submission enclosing therewith copy of the second writ petition being WPO no. 671 of 2025 and the Order passed by the Hon'ble High Court on the second writ petition. CAB has submitted written response and additional written submission explaining the policy of distribution of free tickets and price tickets as enunciated under the CAB rules. It is also stated therein that distribution of free tickets and price tickets for the matches organized by BCCI held in 2023 was circumscribed by ICC Men's Cricket World Cup Stadium Agreement which was executed on 27th September, 2023 between the BCCI and the Cricket Association of Bengal.

Submission of Mr. Bishwaroop Bhattacharya, learned Senior Advocate appearing for the complainants.

Mr. Bhattacharya, Ld Senior Counsel appearing for the complainant, submitted that his clients were admitted as Life Members by CAB on different dates in 1987 on acceptance of a sum of Rs.1,18,000/- (One lakh Eighteen Thousand) from each of them on the assurance that they will be allowed to enjoy the privilege of free entrance to all Cricket Matches to be held at Eden Gardens. He contended that on such assurance being given by CAB, his clients

paid the aforesaid of sum of Rs.1,18,000/- (One lakh Eighteen Thousand) and thus they were admitted as Life Members by CAB. In support of such submission Mr. Bhattacharya has relied upon Annexure P-1 of the Writ Petition No. WPO No. 591 of 2024 at page 25 thereof. Mr. Bhattacharya thus contended that when the complaints were enrolled as Life Members by CAB on receipt of a valuable consideration of Rs.1,18,000/- (Rupees One lakh Eighteen thousand) from each of them, the complainants cannot be denied of exercising their right of free entrance to all Cricket Matches to be held at CAB in breach of the assurance given by CAB to them at the time of their enrollment.

Mr. Bhattacharya also referred to the transparency clause contained in Rule 66 (8) of the CAB Rules which according to him, was not adhered to by CAB and as a result thereof the Transparency clause has been violated by CAB.

Mr. Bhattacharya also contended that in terms of the communication / email dated 16th October, 2023 from BookMyShow to the CAB, it transpires that Hony. Secretary CAB had printed and distributed about 17,697 tickets as free allotment / complementary tickets in addition to the complementary tickets printed for Board of Control for Cricket in India (BCCI), International Cricket Council (ICC).

Mr. Bhattacharya contended that above information should have been hosted in the official website of the Association as per Rule 66 (8) of the CAB Rules. Mr. Bhattacharya further contended that his clients have right to know as to how those tickets were distributed by CAB, in order to ascertain the reasonableness of allocation of only 3000 free tickets for the Life Members of CAB for the World Cup Match held in 2023. In support of such statement he has also referred to Schedule V which according to him will throw light in deciding the issue involved in this proceeding.

These are the two points which were primarily urged by Mr. Bhattacharya before the undersigned.

Submission of Mr. Samrat Sen, learned Senior Advocate appearing for the CAB.

Mr. Sen, Ld. Senior Counsel appearing for the CAB, submitted that CAB never assured the Life Members to enjoy the free entrance facilities in any Match organized by BCCI or ICC held at Eden Gardens in 2023. He further contended that the right of the Life Members, Annual Members, Associate Members to enjoy the free entrance facilities in any match organized by BCCI or ICC is prohibited under Rule 17 (ii) of CAB Rules as well as under the ICC Men's Cricket World Cup Stadium Agreement executed on 27th September, 2023 between BCCI and CAB. Firstly, he has referred to the provision contained in Section 17(ii) of the CAB Rules to show the restriction imposed on the rights of the Life Members to enjoy free entrance facilities in the Cricket Matches organized by BCCI, held or to be held at Eden Gardens, under the said Rule. He has also referred to various provisions of the ICC Men's Cricket World Cup Stadium Agreement to show how the stadium rights to be exercised by BCCI were granted by CAB under the said contract and who are the authorities which can exercise and/or control such rights on behalf of BCCI and to what extent the State Association was required to comply with the ticketing guidelines and process as detailed as Schedule-V therein.

Referring to the definition clause mentioned in the said Agreement, Mr. Sen referred to the various authorities such as BCCI Venue Manager, BCCI Venue Hospitality Manager, Consultant, Grounds-Man, Tournament Director, Venue Consultant etc. and their respective field of work as defined in the said Contract.

He has also referred to paragraph 3.1 of the Contract to show that the State Association granted Stadium right to BCCI and thereby exclusive right and license was granted in favour of BCCI, free from any third party right including but not the limited to third party banding to have access to and to use the stadium during the term for the matches and any practice sessions as required and notified by BCCI to the State Association and any other matter

connected with the matches. Under the said contract State Association personnel were granted the right to have access to the stadium during the term but such access on match days and days on which practice matches are held in the stadium shall be limited to only accredited the State Association Personnel and be solely in connection with carrying its out its obligation under this contract. Under paragraph 3.6 of the Contract, State Association was required to disclose all sponsors and free allotment which in no event be more than 10% (ten percent) of the entire sitting capacity in any particular category. Referring to the contract regarding ticketing as mentioned in paragraph 8.1 and 8.2, Mr. Sen contended that the State Association was bound to comply with the ticketing requirement as has been committed by BCCI or IBC under the host agreement as detailed at Schedule-V. Under paragraph 8.2 of the Contract, the State Association was required to keep contract with a BCCI approved Central Ticketing Agency that will provide services with respect to printing and sell of tickets and other related services. Payments receipt by the ticketing agency from sale of tickets with respect to matches hosted by the State Association shall be paid by the ticketing agency to the State Association as detailed in the Agreement.

Referring to the above Agreement particularly the ticketing policy, Mr. Sen contended that even the printing of tickets and sale of tickets were all regulated by BookMyShow an Agent appointed by BCCI. Thus, the said agent was not even within the control of the CAB.

Mr. Sen further contended that even after meeting all restrictions, CAB found that 3000 (three thousand) free tickets were available which CAB decided to distribute amongst the Life Members, Annual Members and Associate Members through the Agent viz. BookMyShow appointed by the BCCI on first come first serve basis. Such decision had to be taken by CAB by considering the number of Members under all the three categories were 11,133 (eleven thousand one hundred thirty-three). He submitted that since the number of surplus tickets available to the CAB was quite insufficient to meet

the requirement of the total number of its members being 11,133 (eleven thousand one hundred thirty-three), the CAB formulated the said policy of distribution of such surplus tickets amongst its members even though under the CAB Rules they were not entitled to get such free tickets. He submitted that such decision to distribute free tickets amongst its members through the said agency on first come first serve basis was notified by Public Notice in three newspapers, Ananda Bazar Patrika, Telegraph, Sun Mark. Even the correction of some errors in the above publications were further notified by subsequent publication of Public Notice in those three Newspapers. As such, according to Mr. Sen, the complainants ought not to have expressed any grievance against CAB for introducing such free ticket distribution policy for the said Match in 2023 though neither under the CAB rules or under the contract, those members could have exercised their right of free entrance for enjoying the World Cup Match held in 2023 which was organized by BCCI.

With regard to the other contention of Mr. Bhattacharya regarding breach of transparency clause by CAB, Mr. Sen very candidly argued that the complainants being the Life Members do not have any right to control the activities of CAB in any manner. According to him, their right is restricted and/or is regulated by Rule 14 and Rule 17(ii) of the said Rules which prohibited the right of such members to participate in the control and/or management of the association. Even those members do not have any right to attend the annual general meeting or the special general meeting of the Association. As such, according to Mr. Sen, this part of the relief cannot be extended to the complainant for want of their locus. He thus invited the undersigned to dismiss the complaint.

Findings of the Undersigned

Let me now consider the merit of the complaint with reference to the submission made by the Ld. Counsel of the parties.

Let me first of all decide the first issue raised by Mr. Bhattacharya as to the right of the Life Members, Associate Members, Annual Members to enjoy free entrance facilities at the matches organized by BCCI / ICC at Eden Gardens in 2023. Rule 7(b) (i) defines Life member, Rule 7 (b) (ii) defines associate members and Rule 7(b) (iii) defines Annual members. Apex Council may enroll any person as Life Member, Associate Member and Annual Member in addition to the existing Members under those categories subject to payment of a lump sum subscription as per Rule 14, so far as Life Member is concerned and subject to payment admission fees and subscription as per Rule 14 of the CAB Rules so far as the Associate Member and Annual Member are concerned.

While enrolling the complainants as Life Members, the rights which such members could have enjoyed were set out in the letter of intimation issued by CAB by which their enrollment on the role of membership were communicated to them. Relevant part of the said communication is set out hereunder:-

“Life Members, Associate Members, Annual Members and Honorary Members (when enrolled) shall have no right to participate in the control and/or management of the Association, nor , any right to attend any Annual General Meeting or Special General Meeting of the Association, but Life Members, Associate Members, Annual Members and Honorary Members shall enjoy the privilege of free entrance to all Cricket matches organized by the Association except Charity or Benefit or other matches for benevolent purposes and the matches which will be allotted by the Board of Control for Cricket in India on the condition on levying charges to members.”

The above provision was practically coated from Rule 17(ii) of the CAB Rules which runs as follows:-

Ⓑ *“17(ii) Life members, Associate Members, Annual Members, Honorary Members (when enrolled) and Special Members shall have no right to participate in the control and/or management of the Association, nor, any*

right to attend any Annual General Meeting or Special General Meeting of the Association, but shall enjoy the only privilege of free entrance to all Cricket matches organized by the Association except Charity or benefit or other matches for benevolent purposes and the matches which will be allotted by the Board of Control for Cricket in India on the condition of levying charges to members.”

If the communication made by CAB to the Life Members while enrolling them as Life Members of CAB and the provision contained in Rule 17(ii) are read together, there will be no hesitation to hold that the Life Members, Associate Members, Annual Members have only the right to enjoy the privilege of free entrance to all cricket matches organized by CAB at Eden Gardens. The above communication as well the provision contained in Rule 17(ii) of the CAB Rules make it abundantly clear that such Life Members, Associate Members, Annual Members do not have any right to enjoy the privilege of free entrance to the Cricket Matches organized by BCCI / ICC at Eden Gardens.

Even the ICC Men’s Contract which was entered between BCCI and CAB on 27th September, 2023, did not recognize the right of CAB to grant the privilege of free entrance to its Life Members, Associate Members and Annual Members in the World Cup matches held in 2023 at Eden Gardens .

In the above circumstances, it is held that the Life Members who did not get the opportunity to enjoy the free entrance facilities at the World Cup Match held in 2023, at Eden Gardens, did not have any justifiable reason to be aggrieved against the CAB.

The decision which was taken by the CAB for distribution of 3,000 (Three thousand) free tickets which were found available to them after meeting all restrictions and criteria amongst its Life Members, Annual Members and Associate Members through the Agent appointed by BCCI on first come first serve basis, was a generous decision taken by CAB for its Members though they were not eligible to enjoy such facility under the Rules. Such decision for online distribution of free tickets amongst its Members on the basis of first

come first serve, had to be taken by CAB as the number of its such members were more than the free tickets which were available to CAB at the relevant time. The undersigned does not find any unreasonableness in such decision of CAB. Such gratuitous benefit which was extended by CAB to its Members cannot be construed as a right of the Members to enjoy such benefit.

With regard to the next contention of Mr. Bhattacharya regarding the breach of transparency provision as contained in Rule 66(8) of the CAB Rules, the Undersigned wants to refer to the conditions on which they were enrolled as communicated to them by the CAB vide its letter as mentioned above as well as the provision contained in Rule 17(ii) of the CAB Rules which put a total embargo and/or restriction on the right of such members to participate in the control and/or management of the Association. Such Members were not even given any right to attend the Annual General Meeting or the Special General Meeting of the Association. In my considered view, such Members who were given a restricted right only to enjoy free entrance facilities at the Matches organized by CAB to be held at Eden Gardens, cannot control the activities of CAB in a circuitous way by complaining that CAB breached the transparency provision by not publishing certain data regarding printing of number of complementary tickets for the World Cup Match held in 2023, in their Official Website, for want of their locus. I fully agree with such submission of Mr. Sen and hold that the complainants are not eligible to enforce any right which they otherwise do not enjoy either by virtue of their conditional enrollment as members of CAB or by virtue of the provisions of the CAB Rules.

Before concluding, the Undersigned wants to make it clear that the CAB will henceforth follow the policy of distribution of the Free Tickets amongst its aforesaid Members for the Matches to be organized by CAB at Eden Gardens, in accordance with Rule 17(ii) of the CAB Rules, as interpreted by the Undersigned hereinabove. It is clarified that Rule 17(ii) of the CAB Rules does not confer any right of free entrance to any match organized by BCCI / ICC at Eden Gardens.

Accordingly, both the above complaints arising out of the Writ Petitions being WPO No 591 of 2024 and WPO No. 671 of 2025, which were referred to the Undersigned, are thus disposed of.

Jyotirmay Bhattacharya

Justice Jyotirmay Bhattacharya
Former Chief Justice, High Court at Calcutta
Presently Ombudsman, Cricket Association of Bengal