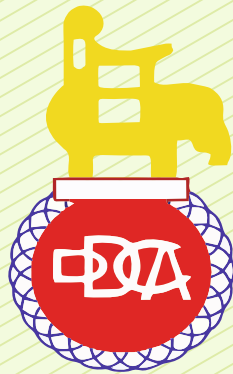




**ARTICLES OF ASSOCIATION
OF
DELHI & DISTRICT
CRICKET ASSOCIATION**



DELHI & DISTRICT CRICKET ASSOCIATION

ARUN JAITLEY STADIUM

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ARTICLES OF ASSOCIATION OF DELHI & DISTRICT CRICKET ASSOCIATION (CIN U92411DL1909PLC000407) CHAPTER ONE: SCOPE

PRELIMINARY:

The Delhi & District Cricket Association is a Company duly registered under Section 8 of the Companies Act 2013. The Articles of Association of the Company are in due compliance with the Hon'ble Supreme Court Judgements passed in Civil Appeal No. 4235/2014 and the Judgement of the Hon'ble Delhi High Court in Writ Petition (C) No. 7215/2011 and is also in conformity with the applicable provisions of the Companies Act 2013 including any statutory modifications or re-enactments thereof, for the time being in force.

1. (A) DEFINITIONS

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act and statutory modifications thereof in force.

1. "ACADEMY" means and includes the cricket coaching centers which may be established by DDCA for imparting training and coaching of the game of cricket in NCT of Delhi.
2. "ACT" means the Companies Act, 2013 and includes where the context so admit any re-enactment or statutory modification thereof for the time being in force;
3. "ARTICLES" or "ARTICLES OF ASSOCIATION" shall mean these Articles of Association or as amended from time to time;
4. "ADMINISTRATOR" shall mean and include present and former Presidents, Vice Presidents, Honorary Secretaries, Honorary Treasurers, Honorary Joint Secretaries of the DDCA, and any person connected with the Governance and Management of the affairs of the DDCA Company as member of the Apex Council.
5. "AGENTS' REGISTER" is the register maintained by the Company under the Regulations for Registration of Players' Agents.



6. "APEX COUNCIL" is the principal body of the Company akin to the Board of Directors of the Company, and is tasked with its governance and management of the Company as set out in Article 17. `
7. "AUDITOR" is the auditor of the Company appointed as per the provisions of the Companies Act, 2013.
8. "BCCI" is the Board of Control for Cricket in India initially registered under Act XXI of 1860 at Chennai (Madras) on 28-11-1940 and subsequently registered under the Tamil Nadu Societies Registration Act, 1975.
9. "CENTRE FOR EXCELLENCE" means the institution established by Company for training, promotion and improvement of game of cricket in NCT of Delhi.
10. "CEO" is the Chief Executive Officer of the Company appointed by the Apex Council as set out in Article 26.
11. "CLUB" shall mean and include the Affiliated Clubs of the Company as referred to in Article 6.
12. "COLOURS" The colours of the Company shall be red, navy blue and yellow or such other colour combination which may be decided by the Apex Council.
13. "COMPANY" means "Delhi & District Cricket Association Limited CIN U92411DL1909NPL000407" and its constituent being its members both Life Members and Ordinary Members taken together;
14. "CONFLICT OF INTEREST" refers to situations where an individual associated with the Company in any capacity acts or omits to act in a manner that brings, or is perceived to bring the interest of the individual in conflict with the interest of the game of cricket and that may give rise to apprehensions of, or actual favouritism, lack of objectivity, bias, benefits (monetary or otherwise) or linkages, as set out in Article 39.
15. "COUNCILLORS" mean the Directors of Company who are the members of the Apex Council.
16. "CRICKET COMMITTEES" are the Committees as set up in Article 29 which consist only of former Cricket Players and are charged with selection, coaching and evaluation of team performance and such other Cricketing operations.
17. "CRICKET PLAYERS' ASSOCIATION" refers to the Cricket Players' Association *so constituted and governed by the code for the Cricket Player Association.*



18. "ELECTORAL OFFICER" is the person appointed to conduct, supervise and deal with issues concerning elections as set out in Article 34.
19. "ETHICS OFFICER" is the person appointed, to administer the Conflict of Interest principles, as set out in Article 40.
20. "EXISTING MEMBER" means individual Member of the Company, both Life Member and Ordinary Member duly enrolled in the Register of Members of the Company.
21. "GENERAL BODY" is the supreme body of the Company (DDCA) which is constituted by its Members i.e Life Members and Ordinary Members only.
22. "INSTITUTIONAL TEAM" shall mean and include cricket team of a Public Sector Undertaking, Banking Institution or of any other Institution which upon an application has been permitted by the Apex Council to participate in the league and/or tournaments organized by Company. Such teams shall not be entitled to any grant from the Company.
23. "JOINT SECRETARY" is the Honorary Joint Secretary of the Company as set out in Article 9(4).
24. "JUNIOR TOURNAMENT" shall mean any age group tournament conducted by the Company from time to time.
25. "LEAGUE" refers to the tournament, whether Days, One Days or any other format, conducted by or under the aegis of the Company including the matches conducted between its Affiliated Clubs, recognised institutional Clubs.
26. "MEMBER" means and includes a "Life Member", "Ordinary Member" and an "Associate Member/ Corporate Member/ Institutional Member" of the Company as set out in Article 3.
27. "MATCH OFFICIAL" includes Umpires, Match Referees, Observers, Statisticians, Ground Staff and Scorers so appointed by the Apex Council from time to time.
28. "THE OFFICE" means the registered office of the Company.
29. "OFFICE BEARER" means the President, Vice-President, Secretary, Joint Secretary, and Treasurer of the Company.
30. "OMBUDSMAN" is the independent grievance redressal authority set up under Article 41.



31. "PLAYER" is any Cricketer past or present registered with Company as a player and shall include any person selected in any squad to represent Delhi/ India in BCCI or DDCA approved cricket matches.
32. "PRESIDENT" is the Honorary President of the Company and of the Apex Council as set out in Article 9(1).
33. "RULE" shall refer to any rule or sub-rule as made by the APEX Council and duly ratified by the General Body of the Company.
34. "SEAL" means the common seal of the Company;
35. "SECRETARY" is the Honorary Secretary of the Company as set out in Article 9(3).
36. "STATE" in relation to these Articles, unless the context otherwise requires, shall mean the NCT of Delhi.
37. "TEAM OFFICIAL" refers to the support staff appointed by the Company including coaches, managers, physiotherapists, nutritionists, trainers, analysts, counsellors and medics.
38. "TOURNAMENT RULES" means the rules governing the conduct of various domestic and other tournaments framed by the BCCI or Apex Council of the DDCA and duly ratified by the General Body, from time to time.
39. "TREASURER" is the Treasurer of the Company as set out in Article 9(5).
40. "VICE PRESIDENT" is the Vice President of the Company as set out in Article 9(2).
41. "YEAR" means financial year commencing from the 1st day of April and ending on the 31st day of March of the following year.
42. "ZONE" means any of the 5 zones namely North Zone, South Zone, East Zone, West Zone and Central Zone into which Company may divide the NCT of Delhi for purposes of these Articles.

1.(B) INTERPRETATION

1. In these Articles, all references to Players, Match Officials and Administrators shall, unless the context otherwise requires, be deemed to include Players, Match Officials and Administrators (and/ or equivalent persons) of the Delhi age group teams, Affiliated Club Cricket Teams.



2. The EFFECTIVE DATE shall be the date on which these Articles are approved by the General Body in terms of the provisions of the Companies Act 2013, when it shall come into force.

2. HEADQUARTERS

The Headquarters of the Company shall be located at the Arun Jaitley Stadium, Ferozeshah Kotla Grounds, New Delhi-110002.

3. (A) MEMBERSHIP

3(1) The number of members of the Company is at present fixed at 4600 (Four Thousand Six Hundred) excluding Corporate/Institutional/Associate Members. The Corporate, Institutional, Associate Members shall not have any voting rights. The Apex Council may from time to time and in accordance with these Articles, register an increase of its members.

3(2) The subscribers to the Memorandum and Articles of Association of the Company and such other persons as the Apex Council may admit after proper scrutiny and interview of the applications received may be enrolled as members of the Association.

3(B) LIFE MEMBERS

1. A member on admission to the Company and on payment of the one time subscription fee for the time being in force for life Membership will become a Member for life and will be entitled to all rights and privileges of Membership of Association including the right of attending and voting at the general meeting of the Company.
2. Automatic Life Membership shall be granted to former International Players (men and women) hailing from the NCT of Delhi provided they have not opted for membership of any other state unit affiliated with BCCI. They shall also be entitled to all the privileges of membership including the right to vote or to contest for any position in the Apex Council of the Company.



3(C) ORDINARY MEMBERS

An Ordinary Member, on admission to the Company and on payment of such Entrance Fee and Annual Subscription Fee for the time being in force, will be entitled to all the rights and privileges of Membership including the right of attending and voting at general meeting.

3(D) ASSOCIATE MEMBERS

The Apex Council may induct Associate Members, who may be association of Persons, Society, Trust etc. upon payment of "one time Subscription Fee" for the time being in force, and thereafter such member shall be entitled to use of the Company facilities, for a period of 10 years. The Associate Members shall not have the right to attend General Meeting and shall not have voting rights. The Associate Members shall also be liable to pay Annual Charges, as regulated by the Apex Council from time to time. The Associate Membership can be withdrawn by the Company any time, without any prior Notice. The decision of the Apex Council shall be final and non judiciable.

3(E) CORPORATE/ INSTITUTIONAL MEMBERS

The Apex Council may induct Corporate/Institutional Members upon payment of "one time Subscription Fee" for the time being in force and thereafter such member shall be entitled to use of the DDCA facilities, for a period of 10 years, except the right of contesting elections, attending and voting at the general meetings. The Corporate/Institutional Members shall also be liable to pay such Annual Charge, as regulated by the Apex Council from time to time. A maximum of four nominees of each Corporate/Institutional Member shall be entitled to use the facilities of the Company. A Corporate/Institutional Member shall indicate the name of the nominees at the time of applying for membership. The Corporate/Institutional Member shall have the right to change their nominees from time to time subject to the approval of the Apex Council. Such Membership can be withdrawn by the Company any time, without any prior Notice. The decision of the Apex Council shall be final and non judiciable.

3(F) HONORARY MEMBERS

The Apex Council may appoint distinguished Test Cricketers or other persons of eminence to be the Honorary Members of the Company, without payment of any fee or subscription for such temporary period as the Apex Council may deem fit. A Honorary Member shall be entitled to avail the



facilities at the DDCA except the right to vote, attend meetings or to contest elections for any position of the Association.

3(G) GUEST

Any person accompanying an Ordinary or a Life Member shall be treated as a guest of that member but shall be liable to pay Guest Entry Fee while entering the DDCA premises, as may be fixed by the Apex Council from time to time. The Company, however reserves the right to refuse admission to the guest (s) without assigning any reason.

3(H) MEMBERSHIP FEE

The Apex Council shall fix Membership Subscription Fee payable for Life Membership, Annual Subscription Fee payable by Ordinary Members, One time Subscription Fee for Corporate / Institutional Membership and Associate Membership. The Apex Council shall have the absolute powers to fix the aforesaid fee from time to time.

3(I) PATRON & PATRON IN CHIEF

The Company may appoint such number of distinguished persons who may or may not be the members of the Company, as Patrons and among them as Vice Patron and Patron in Chief respectively.

3 (J) JURISDICTION

The National Company Law Tribunal shall have the exclusive jurisdiction to adjudicate any complaint against the Company with regard to its working being a Non-Profit Company under Section 8 of the Companies Act.

4. FORM OF APPLICATION OF MEMBERSHIP

4(i). The application for membership of every candidate shall be in writing, signed by the candidate, his proposer and seconder, who shall be the existing member (either life member or Ordinary Member) of the Company. The forms for the various categories of membership shall be prescribed by the Apex Council from time to time.

4(ii). The application of every candidate for admission as member shall be mandatorily submitted for approval to the Apex Council for the purpose of admitting members, the decision of Apex Council shall be final and binding.



4(iii). On admission, the name of the member shall be placed on the Register of Members of the Company.

4(iv). Every member of the Company shall communicate his address, e-mail, telephone number and any change of address to the Secretary. Any member residing outside India shall provide his address in India at which all notices shall be served upon him.

5. TERMINATION OF MEMBERSHIP

5. (a) A member shall cease to be a member of the Company:

- i. On his resignation;
- ii. On his being adjudged insolvent;
- iii. On his conviction by a competent Court for any offence involving moral turpitude;
- iv. On failure to pay debts and dues to the Company after his name has been posted for non-payment as required under sub-clause;
- v. On expulsion from the Company under sub-clause (iii) and (iv) hereof;
- vi. On his death.

(b) If any member fails to pay his subscription fee or bills to the Company after the same has, in the opinion of the Apex Council, been duly demanded from him in writing, he shall be liable to have his name posted in the Notice Board of the Company, on the Website of the Company, as defaulter for a period of 15 days and Notice of such posting shall be sent to the registered address of the member immediately. If at the expiration of the Notice period referred above, the amount due or any part thereof remains unpaid, then upon specific Resolution by the Apex Council the membership of the member may be suspended for a period of 30 days. If during the suspension period, the member fails to make good the default, the Apex Council may by appropriate resolution go ahead and terminate the membership of the Member from the Company without any further Notice and his name shall be removed from the register of members of the Company. However, the Apex Council may decide to re-admit the Member without any formal admission process if the Member satisfies the Apex Council that there was sufficient and compelling cause for default and makes good the default. The Apex Council shall be the final judge to adjudicate whether there was any sufficient reason for his failure to pay



such subscription fee or bills and allowing such member to make good the default by making payment of the outstanding dues, within 2 weeks therefrom, and of any subscription fee or bills falling due. Any member who is declared as a defaulter shall not be entitled during such default period, to exercise any of the rights and privileges as Member.

(c) If any member refuses or neglects to comply with any provision of the Memorandum and Articles of Association or any by-law, Rules, Regulation made there under or is guilty of conduct which the Apex Council may consider likely to endanger the harmony or effect the character or stability or interest of the Company, such member shall be liable to be expelled, subject to the provisions of Article 42, after preliminary enquiry being conducted and a report placed before the Apex Council. Thereafter, if the Preliminary Enquiry holds the Member guilty, the Apex Council may on the vote of two third of the total strength of the Apex Council at a special meeting of the Apex Council convened by the Secretary for the "special" purpose, Expel the member from the primary membership of the Company provided further that at least 14 days before the meeting, such member shall have had notice thereof, informing him about the intended resolution for his expulsion by the Apex Council and that he shall at such meeting and before the passing of such resolution of expulsion, have had fair opportunity of giving orally or in writing any explanation he may think fit. The Member shall have the right to be heard before any final decision is taken by the Apex Council.

6. AFFILIATED CLUBS AND GROUNDS FOR SANCTION & DE-RECOGNITION OF AFFILIATED CLUBS

6(i). Subject to the provisions of Article 6(iii)(a), any club situated within NCT of Delhi whose objects are similar to those of the Company or is formed to promote the game of Cricket, may apply for affiliation to the Apex Council in a prescribed form providing a list of its members along with a copy of its constitution accompanied by Annual Affiliation Fee as prescribed from time to time. Any Club when affiliated may become entitled to use of Company's grounds and sporting amenities with the prior approval of the Apex Council, that may be granted to such affiliated bodies.

6(ii). The affiliation of such a club may be withdrawn by the Apex Council after issuing prior "show cause Notice", if the reply offered by the Club is found unsatisfactory and the Apex Council comes to the conclusion



that the Club violated the conditions laid down for grant of Affiliation. However, any Resolution for cancellation or withdrawal of Affiliation of a Club, by the Apex Council must be passed by a special majority of 2/3rd. members of the total strength of the Apex Council and also ratified by the General Body of the Company.

6(iii). (a) No club shall be affiliated, or its affiliation continued or renewed, unless it is registered as a society under the Societies Registration Act or as a not for profit Company, and which has submitted its duly audited financial statements and annual reports, especially about the utilisation of the amounts received from the Company or other bodies for the promotion and development of the game during the last three financial years. This condition shall be complied within 3 months of the coming into force of these Articles, in respect of all existing affiliated clubs; failure to comply with the aforesaid conditions shall result in loss of affiliation.

- b. The correspondence with the existing Affiliated Clubs shall only be addressed at the registered office of the Clubs.
- c. The Clubs, which are registered with the Registrar of Societies/ Registrar of Companies and fulfill all statutory compliances, shall only be given affiliation by the Apex Council.
- d. The Company shall provide financial grants to the Affiliated Clubs for promotion of cricket and the accounts pertaining to the grant provided by the Company to the Affiliated Clubs shall be submitted to the Company, failing which the affiliation may be suspended.
- e. The Apex Council shall ensure that the existing Affiliated Clubs provide the details of the disbursement and utilization of finances, which are provided by the Company for the promotion of Cricket to the Affiliated Clubs within thirty days from the end of every financial year to maintain accountability and transparency. The Company shall ensure that details of disbursement and utilization of finances for a preceding financial year are provided to it by affiliated clubs before finances are disbursed by it to such affiliated clubs for the succeeding financial year.
- f. The Company shall check that the financial grant has been utilized for the promotion of cricket and shall re-new affiliation to the Clubs for the next cricketing season only after being satisfied that the grant has been properly utilized for the promotion of Cricket.



- g. If an affiliated club, required to submit the annual or other accounts, balance sheets or statements of expenditure either under these Rules or under the rules of any tournament/ match, or under the resolutions or decisions of the DDCA relating to any grant, fails to submit the accounts or the statements of expenditure relating to such grant, tournament, match or otherwise, within the period stipulated thereunder, it shall not be entitled to any further financial grants from the Company till the requirement is complied with.
- h. All affiliated clubs shall, on or before 15th November of each year, inform and update the Company as to the names of their Office Bearers and the members of their respective Governing Bodies/ Managing Committees, their respective tenures, the audited statement of accounts and the balance sheets.

6(iv) The Apex Council may create a mechanism for proper organisation and streamlining of the functioning of Affiliated Clubs, and may form such elected committee as it may deem fit and desirable.

6(v) The Company shall ensure that no social club is in the management and / or control of the Affiliated Clubs of the Company.

CHAPTER TWO: THE GENERAL BODY AND OFFICE BEARERS AND THEIR POWERS & FUNCTIONS

7. CONSTITUTION AND FUNCTIONS OF THE COMPANY

- i. The General Body of the Company shall be constituted of its Members i.e its Life Members and Ordinary Members respectively. The Corporate Member or Associate Members or other category of members if inducted by the Company, shall not have any right to attend or vote in the General Meeting of the Company.
- ii. All powers of governance, management and decision-making of the Company vest in the General Body. In addition to the powers already given to the Apex Council and the CEO under these Articles, the General Body may delegate such powers as it deems fit to any of them.
- iii. In addition to, and without prejudice to the generality of powers vested in it, the General Body shall have the power:
 - a. To collect funds and wherever necessary borrow, with or without security, for purposes of the Company and to raise loans with or without security and to purchase, redeem or pay off any such security.



- b. To frame the Laws of Cricket in Delhi, make alterations, amendments or additions to the Laws of Cricket in Delhi, Rules, Regulations etc whenever desirable or necessary.
- c. To review any decision of the Apex Council.
- d. Generally to do all such other acts and things as may appear to the General Body to be expedient, convenient and/or conducive to the carrying out of the above functions of the Company.

8. ELECTION AND TERM OF OFFICE BEARERS

1. The following shall be termed as the Office Bearers of the Company and shall be elected by the Members of the Company at an Annual General Meeting:
 - a. The President
 - b. The Vice-President
 - c. The Secretary
 - d. The Joint Secretary
 - e. The Treasurer
2. The Term of office of an Office Bearer shall be 3 years. Their position shall be Honorary.
3. No person shall be an Office Bearer for more than 3 terms in all, i.e 9 years in total.
4. An office bearer who has held any post for two consecutive terms either in BCCI, DDCA or any other State Cricket Association (or a combination thereof) shall not be eligible to contest any further election without completing a cooling off period of three years. During the cooling off period, such an office bearer shall not be a member of the Governing Council or of any committee of the BCCI, DDCA or any other State Cricket Association. The expression 'office bearer' should not be permitted to be circumvented by being a member of any other committee or of the Governing Council in BCCI, DDCA or any other State Cricket Association, as the case may be.
5. A person shall be AUTOMATICALLY DISQUALIFIED from being an Office Bearer, Director or a member of any Committee or be appointed as a representative to the BCCI or any similar organization if he or she:
 - a. is not a citizen of India;
 - b. has attained the age of 70 years;
 - c. is declared to be insolvent, or of unsound mind;



- d. is a Minister or Government Servant or holds a public office i.e. a sitting Member of Parliament (M.P) or a sitting Member of Legislative Assembly (M.L.A) or holds any elected post of the Government (state or central);
- e. holds any office or post in a sports or athletic association or federation apart from cricket;
- f. has been an Office Bearer of the BCCI for a cumulative period of 9 years or of a State Association/DDCA for a cumulative period of 9 years; or
- g. has been convicted by a Court of Law for having committed any criminal offence, under the Indian Penal Code by a court of law having competent jurisdiction and sentenced to imprisonment for period not less than 3 (three) years.
- h. A person once disqualified by virtue of the above, shall be deemed to have 'vacated' the office of the Director as conceived under Sec 167 of the Companies Act 2013 or such other provisions of the Act.

9. POWERS AND DUTIES OF OFFICE-BEARERS:

1. THE PRESIDENT

- a. The President shall preside at all meetings of the General Body and the Apex Council.
- b. The President shall be one of the three persons who shall sign the audited annual accounts and other financial statements of the Company.
- c. The President shall exercise only such functions and duties, if any as he may be empowered with by the General Body or the Apex Council or which the Articles provide.
- d. The President after seeking the approval of the majority of the members of the Apex Council shall, in the event of a vacancy or indisposition of an Office Bearer, temporarily delegate the functions to another Office Bearer or Director or Member of the Apex Council until the vacancy is duly filled up, or the indisposition ceases.

2. THE VICE PRESIDENT

- a. The Vice President shall officiate in the President's absence when the President is unavailable.
- b. The Vice President shall also exercise such functions and duties as he may be empowered with by the General Body or the Apex Council.

3. THE SECRETARY

The Secretary shall:



- a. Keep and maintain the minutes of Annual General Meetings and Special General Meetings of the Company, the meetings of the Apex Council and of the Committees, Sub-Committees constituted by the Apex Council in appropriate books at the registered office of the Company and shall cause them to be properly and correctly recorded and confirmed.
- b. Be one of the three persons who shall sign the Audited Annual Accounts and other financial statements of the Company.
- c. Be in charge of the records of the General Body, the Apex Council and all Committees and Sub-Committees which are to be kept at the registered office of the Company and such properties as may be entrusted to his care by the the Apex Council as the case may be.
- d. Convene the Annual General Meetings, the Special General Meetings and the meetings of the Apex Council with the concurrence of the President. However, in case of difference of opinion between the President & Secretary on any matter, the majority view of the Apex Council shall prevail at all times.
- e. Circulate to all Members of the DDCA the statement of accounts prepared by the Treasurer.
- f. Shall exercise all powers in relation to Cricketing and Non - Cricketing matters with respective management personals including CEO reporting to him on regular basis, have the power to delegate any work to the Honorary Joint Secretary or any other Director Member of the Apex Council.
- g. Shall be the ex-officio member of all Committees, Sub-Committees of the Company.
- h. Shall act as the mandatory authorized signatory on behalf of the Company who shall sign all agreements, Deeds, documents to be executed by the Company.
- i. Shall be the incharge of the day to day operation of the company and be the administrative head of the affairs of the company. All management staff employee, personal etc. shall work under the direct supervision control and decision of Secretary.

4. THE JOINT SECRETARY

The Joint Secretary shall:



- a. Convene and keep the minutes of such meeting of Committees, Sub-Committees that may be placed in his charge by the Secretary.
- b. Assist the Secretary in all matters pertaining to the affairs of the DDCA, whenever required.

5. THE TREASURER

The Treasurer shall:

- a. Receive all subscriptions and donations and the monies payable and / or receivable by the Company;
- b. Be one of the three persons who sign the audited annual accounts and other financial statements of the DDCA.
- c. Keep accounts of all monies received and expended by the Company, in respect of assets, credits and liabilities of the Company.
- d. Prepare statement of accounts.
- e. Place before the Apex Council:
 - i. Annual Balance Sheet;
 - ii. Statement of Accounts of the Company; and
 - iii. Annual Budget;
- f. Place before the Annual General Meeting duly audited:
 - i. Annual Balance Sheet; and
 - ii. Statement of Accounts of the Company;
- g. Can invest and/or disburse the funds of the Company, to withdraw any or all of the existing fixed deposits before the date of maturity only in accordance with any general or special directions of the General Body or the Apex Council. Can act only with the prior approval of the Apex Council or the Finance committee, as the case may be.
- h. Prepare budgets to be presented at the Annual General Meeting, Special General Meetings and Meetings of the Apex Council.
- i. Coordinate with the Auditor as well as the CEO to obtain insight into the utilization of funds by the affiliated clubs and other grantees.



CHAPTER THREE: MEETINGS OF THE GENERAL BODY

10. ANNUAL GENERAL MEETING

1. The Annual General Meeting of the General Body shall mandatorily be held every year, not later than 30th September at such place and time as the Apex Council may fix. Not more than 15 months shall elapse between two AGM under any circumstances, whatsoever.
2. Elections and Nominations to the Apex Council shall take place every 3rd year at the Annual General Meeting.
3. The Annual General Meetings and Extra-ordinary General Meetings shall be held at the registered office of the Company or at any other place in the NCT of Delhi as may be decided by the Apex Council.
4. All General Meetings other than Annual General Meetings shall be called Extra-ordinary General Meetings.
5. The following business shall be transacted at every Annual General Meeting of the General Body:
 - a. Confirmation of the minutes of the previous General Meetings.
 - b. Adoption of the Report of the Secretary for the year under review.
 - c. Adoption of the Treasurer's Report and the audited accounts for the year under review.
 - d. Adoption of the Annual Budget.
 - e. Appointment of Auditor or Auditors for the year and fix their remuneration.
 - f. Appointment of the Ombudsman and Ethics Officer.
 - g. Appointment of Cricket Committees and Standing Committees i.e The Mens Selection Committee, The Junior Selection Committee, The Women's Selection Committee, The Women's Cricket Committee, The Differently Abled Cricket Committee, The Cricket Talent Committee, The Senior Tournament Committee, The Tours, Fixture & Technical Committee.
 - h. Consideration of:
 - i. the Report and recommendations of the Apex Council, the CEO and the Committees and to propose policy directions to the Apex Council.



- ii. any amendments to the Articles of Association of the DDCA, provided no amendment to the Articles of Association of the DDCA proposed by a Member shall be considered unless the proposals for amendments are received by the Secretary before 31st July.
 - iii. the Reports of the Ombudsman and Ethics Officer and any recommendations made therein.
 - i. Consideration of any motion, notice whereof is given by a Member to the Secretary as per the provisions of the Companies Act, 2013. (Such a motion shall be circulated in advance to all members).
 - j. Consideration of any other business which the President may consider necessary to be included in the agenda.
 - k. Transaction of any other business of an informal character as may be permitted by the Chairperson.
6. The Secretary shall give 14 days clear notice (DDCA being Sec 8 Company) to the members of the Company informing the date fixed for the Annual General Meeting, and forward to each member a notice setting out the agenda of business to be transacted at the Annual General Meeting along with:
- a. Copies of audited Statement of Accounts to be adopted and to be passed at the Annual General Meeting;
 - b. Copies of the audited Statement of Accounts of any tour or tours;
 - c. Treasurer's Reports and the Annual Budget;
 - d. Report of the Ombudsman; and
 - e. Copies of all documents and papers having a reference to any item on the Agenda of the General Meeting;
7. Any Member desiring to raise any point relating to the Agenda or Accounts at the Annual General Meeting shall give 12 (twelve) days' notice thereof to the Secretary. The Secretary shall circulate such notice to all Members before the date fixed for the meeting.

11. EXTRA-ORDINARY/ SPECIAL GENERAL MEETING

- 1. A Special General Meeting of the Company may be convened by the Secretary:
 - i. on a directive of the President;
 - ii. on a resolution of the Apex Council;



iii. on a requisition made in writing by atleast 1/10th of total members entitled to vote, call an extra ordinary General Meeting.

No business other than the one for which the Special General Meeting is convened will be transacted at such meeting.

2. Any requisition so made shall state the object of the meeting proposed to be called and must be signed by the requisitionists and deposited at the registered office of the Association.
3. On receipt of a valid requisition, the Apex Council shall within 21 days from the date of valid requisition in regard to any matter, duly proceed to call an Extra-Ordinary General Meeting for the consideration of that matter on a day not later than 45 days from the date of the deposit of a requisition.
4. On the failure of the Apex Council to call an extra-ordinary General Meeting not later than 45 days from the date of deposit of a requisition, the meeting may be convened by the Requisitionists themselves for the purpose specified in the requisition as representative of not less than 1/10th of the total voting power of all the members of the Association.

12. QUORUM AT ANNUAL GENERAL MEETING & EXTRA ORDINARY/SPECIAL GENERAL MEETING

1. Thirty Five members present in person shall form a valid quorum for a General Meeting. No business shall be transacted at the Annual General Meeting unless the quorum requisite is present at the commencement of the business of the meeting. If within an hour from the time appointed for the Annual General Meeting a quorum is not present, the meeting shall stand adjourned to the same date of the following month and at the same place and time. If at the adjourned meeting the quorum is not present within an hour from the time of the meeting, the Members present shall form the quorum.
2. For any Extra Ordinary/Special General Meeting 1/10th of Members, present and entitled to vote shall be quorum. If no quorum is present at the appointed time of the meeting, the meeting shall stand adjourned for an hour. If at the adjourned meeting the quorum is not present, the Members present shall form the quorum.

13. CHAIRPERSON AT MEETINGS

The President shall preside as Chairperson at the Annual General Meeting or the Extra-Ordinary General Meeting of the General Body and in his



absence the Vice-President shall preside over the Apex Council meeting and the General Meeting of the Company. In the event of the Vice President also being absent, the members present in the meeting shall elect one amongst them as the Chairperson of the Meeting.

14. VOTING AT ANNUAL GENERAL MEETINGS / EXTRA-ORDINARY, GENERAL MEETINGS

1. At the Annual General Meeting / Extra-Ordinary General Meeting, each Life and Ordinary Member shall have one vote. The Corporate Members / Institutional Members/ Associate Members shall have no vote whatsoever and cannot attend such meetings. There shall be no proxy voting.
2. At an Annual General Meeting / Extra-Ordinary General Meeting, a resolution placed before the meeting duly moved and seconded shall be put to vote and shall be decided either on a show of hands or by a secret ballot as the Chairperson may decide.
3. At every General Meeting, all resolutions shall be passed in the first instance by show of hands or by poll as the Chairman may direct and in the case of equality of votes on a show of hands or by poll, the Chairman shall have a second or casting vote in addition to his vote as a Member. Unless a poll is demanded by the Chairman or members present in person and having not less than one-tenth of the total voting power in respect of the resolution, a declaration by the Chairman that a resolution has been carried, or carried by a particular majority or lost, or not carried by a particular majority, and an entry to that effect in the book of proceeding of the Association shall be conclusive evidence of that fact without proof of the number of proportion of the votes recorded in favour of or against such resolution.
4. If a poll is demanded as aforesaid, it shall be taken in such a manner and at such time, not being later than forty eight hours from the time, the demand was made and at such place, as the Chairman of the Meeting may direct and either at once, or after an interval or adjournment, or otherwise, and the result of the poll shall be deemed to be the resolution, or the Meeting at which the poll is demanded. The demand of poll may be withdrawn. In case of any dispute as to the admission or rejection of vote, the Chairman shall determine the same, and such determination made in good faith shall be final and conclusive.



5. The demand of a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded. No poll shall be demanded on the election of a Chairman of a Meeting and a poll demanded on a question of adjournment shall be taken at the Meeting without adjournment.
6. The Company shall not opt for Electronic voting and vote by ballot shall be the only available mode in all its Annual Meetings.

15. CASTING VOTE OR DRAWING LOTS

Save as provided otherwise by these Articles, questions arising at any meeting shall be decided by a majority of votes and in the event of a tie, the Chairperson shall have a casting vote. If the Chairperson of the Meeting declines to exercise his casting vote, the issue shall be decided by drawing lots.

16. MINUTES OF MEETINGS

1. The proceedings of every meeting including Extra-Ordinary General Meeting, Meeting of the Apex Council, and Meeting of each Committee etc and every resolution passed in such meetings shall be recorded in the Minutes book as per the Companies Act, 2013 as applicable to Company registered under section 8 of the Companies Act, 2013.
2. Each page of the minutes of meeting shall be initialled or signed and the last page of the proceeding of each meeting shall be dated and signed by the Chairman of the meeting. Minutes once signed by the Chairman, shall not be altered.
3. The Minutes book shall be kept at the registered office of the Company and shall be preserved permanently and kept in the custody of the Secretary. The Minutes of Annual General Meetings and Extra-ordinary General Meetings shall be available for inspection by the members of the Company on any working day during business hours.



CHAPTER FOUR: GOVERNANCE

17. THE APEX COUNCIL

1. There shall be an Apex Council which shall be collectively responsible for the governance of the affairs of the Company.
2. The Apex Council shall consist of total **18 Directors** comprising of one nominee of the Chief Controller of Accounts of the Government of National Capital Territory of Delhi, three nominees of the Government of India, One Male Cricketer and One Female Cricketer to be nominated by the Registered Player's Association of Delhi from amongst themselves, one Director who is a Former First Class Cricketer having represented the State (Delhi), One female Director, 5 (Five) ordinary Directors and 5 (Five) Directors who get elected as Office Bearers i.e President, Vice-President, Secretary, Joint Secretary and Treasurer respectively.
3. The 3 (three) Government of India Nominee Directors (3 Central Government Nominee Directors) and 1 Nominee Director as nominee from the office of the Chief Controller of Accounts, of the Government of NCT of Delhi shall be the Honorary Members of the Association till such time as they remain on the Board of Directors but shall not interfere in the affairs of the Company in any manner whatsoever and their powers will be subject to the recommendation of Lodha Committee.
4. All elected Directors, irrespective of their designated post shall retire at the 3rd. Annual General Meeting held after two consecutive Annual General Meetings from their appointment / election as Director. At the Annual General Meeting where all the elected Directors retire, the Company shall mandatorily fill up the entire vacancy by appointing the Directors through Elections to be held by ballot papers only. Thus, the new Apex Council shall get constituted on every third AGM, except the nominee Directors of the Company.
5. A person shall be automatically disqualified from being a Director/ Office bearer of the Company, if he or she:
 - a. is not a citizen of India;



- b. has attained the age of 70 years;
 - c. is declared to be insolvent, or of unsound mind;
 - d. is a Minister or a Government Servant or holds a public office [except for the nominee of the Chief Controller of Accounts of the Government of National Capital Territory of Delhi];
 - e. holds any office or post in a sports or athletic association or federation apart from cricket;
 - f. has been an Office Bearer of the Company for a cumulative period of 9 years or of a State association or BCCI for a cumulative period of 9 years;
 - g. has been convicted by a Court of Law for having committed any criminal offence, under the Indian Penal Code by a court of law having competent jurisdiction and sentenced to imprisonment for period not less than 3 (three) years.
 - h. is otherwise so disqualified under the provisions of the Companies Act, 2013.
6. All Elected Directors of the Apex Council, shall have a uniform term of 3 years in office, subject to a maximum of 3 Terms on the Apex Council. An Elected Director, who has held any post for two consecutive Terms either in DDCA or in the BCCI (or a combination of both) shall not be eligible to contest any further election without completing a cooling off period of three years. During the **cooling off period**, such a Director shall not be a member of the Apex Council of the Company. The expression 'Director' should not be permitted to be circumvented by being a member of any other committee of the Company or of the Governing Council of BCCI, as the case may be.
 7. No individual, including one filling up a vacancy under Sub-Article(10) below shall be eligible to be a Director of the Company for more than 9 years. In the event of an elected Director completing 9 years before the expiry of his term, he shall automatically cease to hold office on completion of 9 years.
 8. A Nominated Director on the Apex Council including from the Players Association shall not have more than one term of 3 years.
 9. Notwithstanding anything contained elsewhere in these Articles, a former President of the Company shall not be entitled to be elected or nominated to the Apex Council in any capacity except for a second and final term as President, subject to sub-Articles (4) and (5) above.



10. No Elected Director of the Company, shall hold any office in the BCCI simultaneously. Once elected to BCCI, his office as elected Director in the DDCA shall automatically vacate and fall vacant. The vacancy so created shall be filled up immediately.
11. Any vacancy in the Apex Council due to death, resignation, insolvency, unsoundness of mind, nomination to the DDCA or other disqualification shall be filled up for the remaining period, in the following manner:
 - a. In the case of an elected Councillor, by holding elections at a Special General Body meeting of the DDCA convened by the Secretary for that purpose within 45 days;
 - b. In the case of a nominated Councillor, in the same manner as prescribed for the respective nominee in Article 17(2) above;

18. POWERS AND FUNCTIONS OF THE APEX COUNCIL

1. The affairs of the DDCA shall be governed by the collective wisdom of the Apex Council and its framework of governance shall:
 - i. Enable strategic guidance of the entity;
 - ii. Ensure efficient monitoring of management;
 - iii. Ensure the performance of the respective roles, responsibilities and powers of the CEO, Managers, Cricket Committees and Standing Committees; and
 - iv. Ensure a distribution and balance of authority so that no single individual has unfettered powers.
2. The Apex Council shall exercise the powers of the General Body and have the authority and discretion to do all acts and things except such acts as by these Articles are expressly directed or required to be done by the General Body. Exercise of such powers, authorities and discretion shall be subject to the control and regulation of the General Body. No regulation shall retrospectively invalidate any act of the Apex Council which was otherwise valid.
3. The powers of the Apex Council cannot be allowed to be concentrated on one individual, by resorting to any resolution or agreement amongst the members of the Apex Council. (Refer to Justice Lodha Reforms).
4. The Apex Council through the Secretary shall exercise superintendence over the CEO, the Cricket Committees and the Standing Committees in



the discharge of their duties generally, and in particular, in accordance with any general or special direction of the General Body.

5. In addition to and without prejudice to the generality of powers conferred directly or by necessary implication under these Articles of Association and the Memorandum of Association, the Apex Council shall through its Secretary exercise the powers and perform the duties hereafter mentioned:
 - a. To control, permit and regulate all aspects regarding the visits of cricket teams to Delhi and visits of Delhi teams to different places and to settle the terms on which such visits shall be conducted.
 - b. To lay down conditions on which Players shall take part in a tour to any destination and by which such Players shall be governed, including terms of payments to such Players.
 - c. To control, expand and regulate the finances of the DDCA.
 - d. To institute or defend any action or proceedings for or against the DDCA or against any Office-Bearer or employee of the DDCA.
 - e. To mediate in regard to issues between Members, failing resolution of which a reference may be made to the Ombudsman.
 - f. To interact and consult with the Cricket Players' Association regarding representations made on their behalf.
 - g. To purchase, sell and/or mortgage, exchange and/or otherwise dispose of immovable property wherever situated, in order to promote the objects of the DDCA.
 - h. To collect funds and whenever necessary borrow not exceeding 25% of the General Fund with or without security for purposes of the DDCA and to raise loans with or without security and to purchase, redeem or pay off any such security.
 - i. To fill up, till the following Annual General Meeting, any vacancy occurring of a member of a Cricket Committee by reason of death or being adjudged insolvent or being of unsound mind or being convicted of a criminal offence involving moral turpitude or by resignation or any other disqualification.
 - j. To frame rules and lay down conditions including those of travel, accommodation and allowances under which Players shall take part in cricket tournaments/matches or Exhibition, Festival and Charity matches organized by the DDCA or by a Club under the authority of the DDCA.



- k. To frame rules regarding the appointment, service conditions and disciplinary action concerning employees and officers of the DDCA.
 - l. To make the Tournament Rules for various local tournaments and exhibition matches involving Affiliated Clubs/Institutions, Universities and other entities.
 - m. To frame, in consultation with the CEO, rules for the appointment of Managers, Secretaries, Administrative Officers, Peons and other service personnel and staff and for payment to them and other persons in return for their services rendered to the DDCA, salaries, wages, gratuities, pensions, honorariums, compensations, any ex-gratia payment and/or provident fund and to regulate discipline by suspending, fining, removing or dismissing such employees.
 - n. To make rules generally for the management of the affairs of the DDCA.
 - o. To start or sponsor and/or to subscribe to funds or stage a match for the benefit of cricketers or persons who may have rendered service to the game of cricket or for their families or to donate for the development or promotion of the game to be regulated by rules framed in this regard from time to time.
 - p. To hear and decide administrative appeals by employees or other directly affected parties against the orders of the CEO or the Cricket Committees as the case may be.
 - q. To appoint one of the elected members of the Apex Council to represent DDCA on BCCI meetings, AGM, SGM, EGM etc. and /or any other body.
 - r. Generally to do all such other acts and things which are delegated to it by the General Body and all other functions to be expedient, convenient and/or conducive to the carrying out of the above functions of the Apex Council.
 - s. Provided that the exercise of powers under Clauses (j), (k), (l), (m) and (n) shall be subject to ratification by the General Body of the Company at its next meeting, failing which the rules shall lapse.
6. The Apex Council shall meet at least once every 3 months at such time and place and shall conduct proceedings in such manner as it may from time to time decide.
 7. A Special Meeting of the Apex Council may be convened at any time by the Secretary and shall be convened on a requisition to that effect



being made in writing by not less than five Councillors. Any such requisition shall express the object of the meeting proposed to be called and shall be sent to the Secretary.

8. Fourteen days' notice of the Meeting of the Apex Council together with the Agenda shall be given to the Councillors. For a Special Meeting of the Apex Council to be convened for the purposes stated in Sub-Article (7) above, Seven days' clear notice shall be given. An Emergent meeting of the Apex Council may be convened by the Secretary by giving two days notice or even less in the event of any emergent cause.
9. Six (6) members of the Apex Council shall form a quorum for its meetings. The President or in his absence Vice President and in the absence of both the above, a member elected by those present at the meeting shall be the Chairperson. In the event of a tie, the Chairperson shall have a casting vote.
10. A Resolution by Circulation circulated to all members of the Apex Council either by hand or by post, courier or e-mail shall be treated as valid. A resolution by circulation approved, consented and bearing physical signatures of majority members of the Apex Council shall be treated as passed by majority. and effective as if it had been passed at a meeting of the Apex Council. As soon as the majority approval is attained, it shall be treated as passed by the Apex Council. Such a resolution shall be noted at the next meeting of the Apex Council.
11. The Secretary shall keep the minutes of every Meeting in a book which shall be signed by the Chairperson when approved.
12. In furtherance of and without prejudice to the general power conferred by or implied in the last proceeding Article, it is hereby declared that the Apex Council shall be entrusted with and may exercise and perform through its Secretary, the following power and duties:
 - a. To provide a common seal for the purpose of the Company, if any and affix it to any deed or other documents required to be under the common seal. The Secretary shall be the custodian of the common seal;
Provided that, the seal shall be so affixed only on all deeds or other documents as shall be signed by or the Secretary.
 - b. From time to time, to make, annul, alter or add such Rules/byelaws not inconsistent with the Memorandum of Association or these



Articles as the Board may deem expedient or convenient for the proper conduct management and control of the Association or for any matter under these Articles requiring to be regulated by Rules/ Bye-laws.

- c. To register and increase the total number of members, subject to ratification by the General Body of the Company.
- d. To prohibit the use of any facility & amenity over which the Association may have control by any member who may be indebted to the Association.
- e. To impose, increase and reduce entrance fee and subscriptions payable by members of the Association.
- f. To fix the Ground Booking charges for Day Matches and Day Night Matches to be held under flood light. No individual Director, President or Secretary shall have unilateral power to fix the ground booking charges for Kotla Cricket Ground.
- g. To write off in the account of the Association such sums as they may deem expedient in respect of bad and doubtful debts and otherwise.
- h. To appoint sub-committee consisting of its members together with or without other members of the Association.
- i. To delegate to sub-committees such powers as may deem expedient.
- j. To secure the fulfillment of any contract or agreements entered into by the Association by mortgage or charge of all or any of the property of the Association or such other manners, as they may think fit.
- k. To pay the cost, charges and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the Association.
- l. To appoint any persons whether incorporated or not, to execute and do all such deeds and things as may be requisite in relation to any Trust to accept and hold in trust for the Association any property belonging to the Association or in which it is interested or for any other purpose and provide for the remuneration of such Trustee or Trustees.
- m. To enter into all such negotiations and contracts and rescind the same, and execute and to do all such acts, deeds and consider expedient for and in relation to any of the matters aforesaid or otherwise for the purpose of the Association.



- n. To determine who shall be entitled to sign bills, notes, receipts, acceptance, endorsements of cheques, release contracts or documents on behalf of the Association.
- o. To recover dues/debts from its members and other parties.
- p. To fix additional responsibilities of the members of the Apex Council with such powers and responsibilities as may be decided from time to time.
- q. To adopt Annual Budget of the Company.
- r. The Apex Council shall have the powers to appoint from time to time a Working Committee(s) which will exercise such powers as are delegated to them by the Apex Council.
- s. To review any decision of any Committee.

19. DDCA JURISDICTION OVER PLAYERS, MATCH OFFICIALS & TEAM OFFICIALS OF AFFILIATED CLUBS, ACADEMIES AND INSTITUTIONAL TEAMS.

The Apex Council, shall have complete jurisdiction and control over Players, Match Officials and Team Officials within its territorial jurisdiction. Such individuals, Affiliated Cricket Clubs, Affiliated Cricket Academies, Institutional teams etc. participating in cricket under the aegis of Company shall be deemed ipso facto to submit to the jurisdiction of the DDCA.

20. CONDUCT OF PLAYERS

The Apex Council shall have the power to enquire into the conduct of any Player within its jurisdiction and may take such disciplinary action against the Player as the Apex Council or its Committee or Sub-Committee may deem fit, which decision shall be final.

21. ENQUIRY INTO CONDUCT OF PLAYERS, MATCH OFFICIALS, ADMINISTRATORS, ETC.

In the event of the DDCA enquiring into the conduct of a Player, Match Official, Administrator, etc., the DDCA shall proceed in the manner prescribed in Article 42.



CHAPTER FIVE: MANAGEMENT

22. ADMINISTRATION OF THE DDCA

1. Sh. Arun Jaitley Stadium, Ferozeshah Kotla, New Delhi shall be the administrative headquarters where the Registered office of the DDCA is permanently situated. It shall be the Central Secretariat of the DDCA.
2. The day-to-day management of the Company shall be conducted by professionals in both cricketing and non-cricketing matters. However, the overall supervision shall vest with the Apex Council, which shall act through its Secretary who shall be primarily responsible for the day to day governance of the affairs of the Company.

23. NON-CRICKETING MATTERS

1. The day to day management of non-cricketing matters including operations, technical, human resources, finance and media shall be conducted by the Secretary under the supervision of the Apex Council aided and advised by the Standing Committees as set out in Article 28.
2. The Secretary shall be assisted by CEO & other Managers as may be appointed under Article 26.

24. CRICKETING MATTERS

1. The management of cricketing matters such as selections, coaching and evaluation of team performance shall be exclusively handled by the **Cricket Committees** comprising only of Former First Class Players as set out in Article 29.
2. The reports of the Cricket Committees shall be sent to the Secretary for being forwarded to the Apex Council, but the Secretary shall not in any way be involved in the preparation, approval or amendment of the same.

25. EFFICIENCY IN FUNCTIONING

1. The bankers, lawyers and others offering professional services to the DDCA shall be appointed in a fair and transparent manner, and may be changed from time to time, as the Apex Council may deem expedient.
2. The bank account of the DDCA shall be mandatorily operated by 2 authorized signatories out of a list of authorized signatories to be appointed by the Apex Council.



3. The Secretary and the Cricket Committees shall function independently in their respective domains without any interference or approval from each other.

26. THE CEO

1. A full time CEO to be appointed by the Apex Council, who shall be a management professional with management experience of at least 5 years as the CEO/MD of a company with a turnover of at least Rs. 50 crores.
2. The CEO shall be assisted by Managers who shall be appointed by the Apex Council essentially to assist the streams of finance, technical, infrastructure, law, media and human resources.
3. The eligibility criteria for the CEO and Managers shall be laid down by the Apex Council keeping in mind the following mandatory guidelines:
 - a. Knowledge and familiarity with cricket or other sports;
 - b. Understanding of financial position and fiscal direction of the DDCA;
 - c. Knowledge of operations of cricket administration and overall policy;
 - d. Clarity on role, division of responsibilities and hierarchy; and
 - e. Familiarity with regulatory and legal responsibilities as well as attendant risks.
4. There shall be an appropriate induction process laid down by the Apex Council for the CEO and the Managers, which shall include a fair and transparent process of appointment. The vacancy shall be duly advertised in a National daily of repute.

27. THE FUNCTIONS OF THE CEO

The CEO shall report to the Secretary on a regular basis and shall perform the following functions.

1. To implement all the Rules and Regulations made by the Governing Body and the Apex Council in regard to non-cricketing matters.
2. To issue guidelines in respect of travel, accommodation, allowances, etc., to be paid to players, support staff and officials participating in matches, other than international matches.



3. To lease and manage immovable property of the DDCA wherever situated, in order to promote the objects of the DDCA.
4. To lay down parameters for the laying of grounds for playing the game and to provide pavilion, canteen and other conveniences and amenities in connection therewith.
5. To appoint Team Officials for the teams which shall compulsorily include qualified Coaches, Managers, Physiotherapists, Nutritionists, Trainers, Analysts, Counsellors and Medics. However, the Head Coach of the Ranji Team shall be appointed by the Cricket Advisory Committee referred to in Article 29(A)(ii) below.
6. To secure Players' welfare to ensure that the logistics manager will arrange for accommodation and travel, to ensure that tickets given to Players for matches will be on par with those given to the Members, and to also ensure that no expenditures towards the game (baggage handling, injury related, etc.) will be undertaken by the Player, failing which such expenses will be reimbursed to the Player within 30 working days of the requisition being made. Also, to process requests made by Players to make arrangements for the accommodation and travel of their respective wives / partners / family members, wherever permitted.
7. To ensure that all measures are adopted to eliminate any form of racial, communal, casteist or other hatred from the game, with stringent action taken against the offenders including the initiation of criminal proceedings.
8. To start and maintain a library of books, periodicals, DVDs and other databases on Sports in general and Cricket in particular, and to publish journals, books and other material as well as the official website of the DDCA.
9. To produce by itself the Cricket content for telecast of cricket matches and/or ceremonies by hiring or owning equipment and hiring necessary crew, technicians, etc.
10. To publicize the stadium capacity of all stadia across the country with compulsory seat numbers, to provide transparent online and offline ticket booking services with reasonably priced tickets and maximize the access of the public to the games.



11. To provide at stadiums, wholesome and hygienic food and beverages at affordable rates, clean and hygienic restrooms for all genders and for the differently-abled, adequate fire and emergency entries and corridors, sufficient access avenues and wheelchairs for the differently-abled, proper signage, parking and transport facilities as well as efficient security systems.
12. To arrange and organize the State Championship of Delhi for the Ranji Trophy matches or for University, Schools or other tournaments or for any Exhibition matches between Affiliated Clubs, Academies, Institutional Teams etc. and / or between the Universities in India including regulations and bye-laws in respect of travel, accommodation, allowances to be paid to players and officials participating in such matches.
13. To frame guidelines generally for the convenience and ease of day-to-day management of affairs of the DDCA.
14. To prescribe guidelines to lay out or convert any ground into high quality turf wickets at all levels in all areas of the country and to provide Pavilions, Canteens, Public Conveniences and other amenities with disabled access and suitable signage, especially to involve more Indians in the game of cricket and to encourage participation of all sections of society.
15. To assist the Cricket Committees and facilitate the implementation of their tasks and recommendations.
16. To collate monthly reports concerning the functioning of the various Committees, to create action plans in advance and upload the same on the website of the DDCA.
17. To create a database of all cricketers at all levels, maintain records and statistics, track performances and certify age and identity of participants.
18. To take steps to create world class infrastructure at all levels in all areas across the Delhi. To coordinate with Clubs, to conduct tournaments, to provide better access to the public, with particular reference to women and the disabled.
19. To put in place mechanisms to encourage Delhi cricketers to play internationally and hone their skills so that a wider talent pool is available to represent the country.



20. To sign and enter transparently into contracts for and on behalf of the DDCA including with third parties and vendors for the purposes of the various Committees of the DDCA, and to ensure that in all contracts for television and media rights, the interests of the public remain uncompromised, and full, unhindered broadcasts of all deliveries and their replays are shown.
21. To report to the Apex Council every quarter or as often as required by the Apex Council on the functioning of the management and the progress made in developing cricket in Delhi.
22. To consider the reports of the Auditor, to verify whether affiliated entities are meeting their objectives and to assess whether cricket is being suitably developed and promoted across the Delhi.
23. To consider all applications for financial aid or any other benevolence to cricketers, Umpires and administrators as per the rules framed by the General Body in this behalf from time to time and recommend the same to the Apex Council for their approval.
24. To examine all the expenditure exceeding the Budget and to control such outlays as are required for the proper administration of the DDCA.
25. To advise the DDCA regarding investments.
26. To process requests made for increase in all types of allowances, subventions/subsidies to be paid to the Clubs, tariff for Coaching Camps, Coaching Subsidies to the Clubs, allowance to the players for matches of different Trophies and when playing against teams, both at home and away and to recommend the same to the Apex Council.
27. To do all acts and things which are delegated by the General Body and Apex Council to him, and all other functions as are necessary and expedient to carry out the objects of the DDCA as aforesaid including carry on correspondence in the name of the DDCA.

28. THE STANDING COMMITTEES

1. The Standing Committees are the Committees that provide guidance and advice to the Apex Council.
2. The Standing Committees are:



A. The Senior Tournament Committee

- i. The Senior Tournament Committee shall consist of FIVE persons appointed by the DDCA at its Annual General Body Meeting. However, in the event of any change during the mid-season warranted by merit, performance, professionalism and failure to deliver results the Apex Council shall re-constitute the Committee by appointing fresh members of the Committee to serve the interest of Cricket.
- ii. The Committee shall advise the Apex Council on all Tournaments participated by the DDCA from time to time and/or any other tournaments approved by BCCI.

B. The Tours, Fixtures & Technical Committee

- i. The Tours, Fixtures & Technical Committee shall consist of FIVE persons appointed by the Apex Council of the DDCA. However, in the event of any change during the mid-season warranted by merit, performance, professionalism and failure to deliver results the Apex Council shall re-constitute the Committee by appointing fresh members of the Committee to serve the interest of Cricket.
- ii. The Committee shall, subject to any directions of the Apex Council, CEO on the making of draws and fixing of dates and venues in respect local tournaments as conducted/ organised by the DDCA from time to time and/or any other tournaments approved by BCCI.
- iii. The Committee shall, subject to any directions of the General Body or the Apex Council, advise the Secretary on the following:
 - a. Appointment of Observer(s) for domestic matches or any other matches conducted by DDCA and/or approved by the BCCI.
 - b. Considering the laws of the game and amendments thereto, experimental laws, technical matters that may be referred to it by the General Body and matters regarding the Laws of the game to be discussed at the DDCA/BCCI.
 - c. Framing and finalizing the playing conditions for all tours to and from Delhi.

29. THE CRICKET COMMITTEES

1. The Cricket Committees are the Committees comprised exclusively of former Players who are tasked with the Selection, Coaching and Evaluation of Team Performances.
2. The Cricket Committees are:



A. The Men's Selection Committee

- i. The Men's Selection Committee shall select the Senior State Team for Ranji Trophy, Vijay Hazare and/or any other tournament conducted/organised by BCCI from time to time for any format of the game of Cricket. This Committee shall also be in charge of selecting the Under 23 Men Team to represent DDCA for all tournaments where DDCA is represented. This Committee shall also be responsible for providing evaluation reports of the respective team performances to the Apex Council on a quarterly basis.
- ii. The Men's Selection Committee shall consist of FIVE (Minimum of three) persons to be appointed by a **Cricket Advisory Committee** comprising of FIVE (minimum of three) reputed former cricketers identified by the Apex Council of DDCA, subject to the following criteria:
 - a. Every member of the Men's Selection Committee should have played a minimum of:
 - i. Seven Test Matches; or
 - ii. Thirty First Class Matches; or
 - iii. Ten One Day International Matches and twenty First Class Matches.
 - b. Every member of the Men's Selection Committee should have retired from the game at least 5 years previously.
 - c. The senior most Test cap among the members of the Committee shall be appointed as the Chairperson. In case, there is no person in the selection committee who has played Test matches then, the Senior most amongst the members of the Committee shall be appointed as Chairperson.
- iii. The Men's Selection Committee shall appoint a Captain for the team in each format, who shall be an ex-Officio member of the Committee. The Captain, however, shall not be entitled to vote. In the event of there being an equality of votes for the appointment of a Captain, the Chairperson shall have a casting vote. In the event of there being no majority agreement over the selection of the players, the Captain's wishes in that regard shall prevail.
- iv. On a domestic/ overseas tour, the Cricket Manager/Coach, Captain and Vice-Captain shall constitute the Selection Committee. The Cricket



Director who is a former First Class Cricketer having represented Delhi, shall convene the meeting and keep a record of the proceedings.

B. The Junior Cricket Committee

- i. The Junior Cricket Committee shall consist of FIVE (minimum three) persons to be appointed by the Apex Council from time to time. Only former Players who have played a minimum of 10 First Class games shall be eligible to be appointed to this Committee, provided that they have retired from the game at least 5 years previously. The senior most amongst the members of the Committee shall be appointed as the Chairperson.
- ii. The Junior Cricket Committee shall:
 - a. Select all age group State teams up to Under-19 years for the purpose of coaching camps or for playing against local teams within India or abroad (with permission of BCCI) in any format of the game.
 - b. Appoint a Captain for the team in each format, who shall be an ex-Officio member of the Committee. The Captain, however, shall not be entitled to vote. In the event of there being an equality of votes for the appointment of a Captain, the Chairperson shall have a casting vote. In the event of there being no majority agreement over the selection of the players, the Captain's wishes in that regard shall prevail. On a domestic/ overseas tour, the Cricket Manager/ Coach, Captain and Vice-Captain shall constitute the Selection Committee. The Cricket Director who is a former First Class Cricketer having represented Delhi, shall convene the meeting and keep a record of the proceedings.
 - c. Vet and select Coaches and Support Staff (physiotherapists, trainers, therapists, analysts and medics) for the respective teams, as well as providing evaluation reports of the respective team performances to the Apex Council on a quarterly basis.
 - d. Organize and conduct junior tournaments of the DDCA;
 - e. Organize junior tours with the approval of BCCI to different states and/or foreign countries;
 - f. Decide any dispute in regard to junior tournaments;
 - g. Inculcate proper ethics in the youth, particularly through interactions with senior and former Players on issues such as drugs, betting, match-fixing, etc.



C. The Women's Selection Committee

- i. The Women's Selection Committee shall select the Women's State Team across all age groups for representation in all formats. This Committee shall also be responsible for vetting and selecting Coaches and Support Staff (physiotherapists, trainers, therapists, analysts and medics) for the respective teams, as well as providing evaluation reports of the respective team performances to the Apex Council on a monthly basis.
- ii. The Women's Selection Committee shall consist of THREE persons to be appointed by the Apex Council of DDCA, on such terms and conditions as may be decided by the Apex Council from time to time. Only former Players who have represented the Women's National Team or played ten First Class matches shall be eligible to be appointed to this Committee, provided that they have retired from the game at least 5 years previously. The senior most international player amongst the members of the Committee shall be appointed as the Chairperson in case there are no members of the Committee who have played international matches then, the senior most amongst the Committee shall be the Chairperson.
- iii. The Women's Selection Committee shall appoint a Captain for the team in each format, who shall be an ex-Officio member of the Committee. The Captain, however, shall not be entitled to vote. In the event of there being an equality of votes for the appointment of a Captain, the Chairperson shall have a casting vote. In the event of there being no majority agreement over the selection of the players, the Captain's wishes in that regard shall prevail.
- iv. On a domestic/ overseas tour, the Cricket Manager/ Coach, Captain and Vice-Captain shall constitute the Selection Committee. The Cricket Director who is a former First Class Cricketer having represented Delhi, shall convene the meeting and keep a record of the proceedings.

D. The Women's Cricket Committee

- i. The Women's Cricket Committee shall consist of THREE former women Players who have played at least First Class cricket for the DDCA or India, to be appointed by the Apex Council. The senior most member amongst the Committee members shall be the Chairperson.
- ii. The Committee shall:
 - a. Draw up programmes of coaching at State level including University and School.



- b. Plan and conduct Women's Junior and Senior domestic tournaments.
- c. Organize tours to different States or to foreign countries or tours of others States to Delhi
- d. Decide any dispute in regard to Women's Tournaments.
- e. Generally have control over Women's Cricket activities, outside of those covered by the Women's Selection Committee.

E. The Differently-Abled Cricket Committee

- i. The Differently-Abled Cricket Committee shall consist of THREE persons to be appointed by the Apex Council of DDCA. Only former Differently-Abled Players or other distinguished cricketers who have represented the country or DDCA in any format of the game shall be eligible to appointed to this Committee. It is preferable that different categories of impairment (visual, physical, etc.) be represented among the members of the Committee. The senior most among the Players shall be the Chairperson.
- ii. The Differently-Abled Cricket Committee shall, in consultation with the Cricket Talent, committee,select the Differently-Abled State Teams across all age groups for representation in all formats of the game. In addition, this Committee shall also propose to the CEO the best practices to be inculcated including coaching, counselling and special equipment. This Committee shall also endeavour to bring the various existing cricket bodies for various types of impairment under the common umbrella of the DDCA and evolve training programmes and raise awareness.
- iii. This Committee shall appoint a Captain for the team in each format, who shall be an ex-Officio member of the Committee. The Captain, however, shall not be entitled to vote. In the event of there being an equality of votes for the appointment of a Captain, the Chairperson shall have a casting vote. In the event of there being no majority agreement over the selection of the players, the Captain's wishes in that regard shall prevail. On a domestic/ overseas tour, the Cricket Manager/Coach, Captain and Vice-Captain shall constitute the Selection Committee. The Cricket Director who is a former First Class Cricketer having represented Delhi, shall convene the meeting and keep a record of the proceedings.



F. The Cricket Talent Committee

1. The Cricket Talent Committee shall consist of FIVE persons (minimum three) to be appointed by the Apex Council of DDCA, on such terms and conditions as may be decided by the Apex Council from time to time. Only former Players who have played at least 10 First Class games and/ or have the highest level of coaching certification shall be eligible to appointed to this Committee. The senior most amongst the Players shall be the Chairperson.
 - a. This Committee shall:
 - i. Be responsible for scouting for talent in men, junior, women and disabled cricket.
 - ii. Organize the framework within which the Centre of excellence/ Cricket Academies will be established at various levels in the State.
 - iii. Create the programmes and coaching centres for coaching at various levels in the State.
 - iv. Improve cricket infrastructure in NCT of Delhi.;
 - v. Make provisions for making the game of cricket accessible to the general public;by creating turf wickets, pay-and-play facilities and converting existing fields and grounds into high quality pitches;
 - vi. Encourage the youth to take up cricket by setting up promotional camps and other avenues of engagement with the game; and
 - vii. Provide evaluation reports of the targets set and achieved and the details of its programmes to the Apex Council on a quarterly basis.
2. No person who has been a member of any Cricket Committee for a total of 5 years shall be eligible to be a member of any Cricket Committee. Every member of the Cricket Committee shall file an undertaking and affidavit to this effect.
3. No person who has been a member of any Cricket Committee shall write, comment or publicize any discussions or decisions of the selections made except where so authorized by the DDCA or the Apex Council. Any violation of this confidentiality provision will invite removal and substitution by the Apex Council.



4. The Chairpersons of the respective Cricket Committees shall submit a quarterly report to the Secretary which shall then be forwarded by him to the Apex Council for assessment and action, if any.
5. The Apex Council is empowered to add any further Cricket Committees as may be required, particularly to cater to weaker sections of society.
6. The Cricket Director being a former 1st Class Cricketer himself shall be the convenor of all Cricket Committee.

30. INADVERTENT OMISSION TO GIVE NOTICE OF MEETING

Inadvertent omission to give notice of an Annual General or Special General Meeting or Meetings of the Apex Council or of any of the Committees to any member entitled thereto or the non-receipt thereof by such individual shall not invalidate the proceedings of such meetings.

31. PERMISSION TO CONDUCT TOURNAMENTS

1. No Affiliated Club, or any other recognized entity shall conduct or organize any tournament or any match/matches in which players/teams from regions outside their jurisdiction are participating or are likely to participate without the previous permission of the DDCA.
2. Permission for conducting or organizing any tournament or match/matches will be accorded only to affiliated Club, or any other recognized entity and will be in accordance with the rules framed by the DDCA in this regard from time to time.
3. No affiliated Club, or any other recognized entity shall conduct or organize any outstation/ international Tournament or outstation/ International match/matches in which foreign players/teams are participating or are likely to participate without the previous permission of BCCI/DDCA, as the case may be. Permission for conducting or organizing any outstation/ International Tournaments or outstation/ International match/matches will only be accorded to affiliated Club, or any other recognized institution on special occasions.
4. Affiliated Club, or any other recognized entity desirous of undertaking tours abroad or inviting foreign teams shall obtain the previous permission of the BCCI/DDCA, as the case may be, which may be granted in accordance with the Rules framed by the BCCI/DDCA.



32. BAN ON PARTICIPATION IN UNAPPROVED TOURNAMENTS

1. No affiliated Club, or any other recognized institution shall participate or extend help of any kind to an unapproved Tournament.
2. No Player, Umpire, Scorer, Official or other person associated with the DDCA shall participate in any unapproved tournament.
3. The Apex Council through its Secretary shall take appropriate action including suspension and stoppage of financial benefits and any other action against individuals /affiliated Club, Cricket Academy or any other recognized institution contravening the above.





CHAPTER SIX: ELECTIONS

33. PROCEDURE FOR ELECTIONS

The General Body shall from time to time frame rules of procedure for the elections of its Directors to be held either in the AGM/ SGM/EGM. Any amendments to the procedure adopted shall be made at least 3 months prior to the elections.

34. THE ELECTORAL OFFICER

1. At least four weeks prior to the Annual General Meeting at which an election is to be held, the Apex Council shall appoint an Electoral Officer, who shall be a former member of the Election Commission of India.
2. The Electoral Officer shall oversee and supervise the entire election process including scrutiny of the electoral rolls for Councillors, which shall include all nominations and candidatures being subject to his scrutiny in accordance with the Rules.
3. In case of any dispute or objection as to candidacy, disqualification, eligibility to vote, or the admission or rejection of a vote in the elections to the Apex Council the Electoral Officer shall decide the same and such decision shall be final and conclusive.
4. Elections shall be held by in-person voting by members through ballot paper only and no proxy voting shall be allowed.



CHAPTER FIVE: MANAGEMENT

CHAPTER SEVEN: AUDIT & ACCOUNTS

35. AUDITOR(S):

1. The General Body shall at every Annual General Meeting appoint one or more auditors as per the provisions of the Companies Act, 2013 and shall fix their remuneration. The Auditor shall be eligible for reappointment by the General Body.
2. The Auditor(s) of the DDCA shall have the right of access at all times to the Books of Accounts, Vouchers and any other documents relating to the accounts of the DDCA and shall be entitled to obtain from the Office-Bearers and Committees such information and explanation as may be necessary in the discharge of his/their duties.
3. The Auditor(s) shall provide an opinion on the financial statements of the DDCA and recommendations on the financial controls within the system, which shall be contained in a Financial Report.
4. The Auditor(s) shall also ascertain how the funds of the DDCA are being utilized by the respective grantees. It will be the responsibility of the Auditor(s) to verify the statements made by the grantees in this regard and to give findings, which shall be contained in a Compliance Report.
5. Both the Financial Report and the Compliance Report of the Auditor(s) shall be considered at the Annual General Meeting.

36. ACCOUNTS

True accounts shall be kept by the Treasurer of all moneys received and expended by the DDCA and the matters in respect of which such receipts and expenditure take place and of all assets, credits and liabilities of the DDCA. This shall include the separate account maintained for the League as well.

37. SETTLEMENT OF ACCOUNTS AND BALANCE SHEET

The accounts shall, unless the General Body fixes any other date therefor, be settled by the Treasurer on the 31st of March in each year, and a balance sheet of the assets and liabilities of the DDCA on that day shall be made out by him. The Balance Sheet duly audited with the Auditor's remarks shall be laid before the General Body at the Annual General Meeting.



CHAPTER EIGHT: TRANSPARENCY & CONFLICT OF INTEREST

38. TRANSPARENCY

1. The Memorandum of Association, Articles of Association, Rules and Regulations and all other resolutions, orders and memoranda of the DDCA (including the Apex Council and the General Body) shall be freely available to the general public at a reasonable price. The same shall also be available on the Website of the DDCA.
2. The composition of the Apex Council, its various Committees, their reports of work done, financial outlay and expenditure shall be uploaded on the Website of the DDCA on a quarterly basis at distinct links dedicated to each Committee. It shall be the responsibility of the CEO to ensure that this is done.
3. All payments and expenditures made by the DDCA which is in excess of Rs. 25 lakh shall be enumerated and uploaded on the website.
4. All proceedings and conclusions of the Ombudsman and the Electoral Officer shall be uploaded on the Website of the DDCA annually.
5. The audited accounts, balance sheets, profit & loss accounts and annual reports shall be uploaded on the Website of the DDCA annually.
6. The Financial and Compliance Reports of the Auditor shall be placed on the uploaded on the Website of the DDCA annually.
7. All notices on or behalf of the DDCA including tenders for goods and services, for contractual arrangements and the like shall be promptly uploaded on the Website of the DDCA.
8. The website of the DDCA shall have details of the complete seating capacity in the Sh. Arun Jaitly Stadium, Ferozeshah Kotla Ground, pricing of tickets and transparent booking procedures for all National and International Matches, tournaments. **All sponsor and other free allotments shall also be disclosed and in no event being more than 10% of the entire seating capacity in any particular category.**

Provided that the free allotments to the Members of DDCA and current and former players who have represented DDCA shall be in accordance with the directions issued by the BCCI from time to time.



39. CONFLICT OF INTEREST

1. A Conflict Of Interest may take any of the following forms as far as any individual associated with the DDCA is concerned. In this regard, the illustrations from BCCI Constitution are reproduced hereinbelow which may be read with necessary modifications as the context may require in case of DDCA:

i. Direct or Indirect Interest: When the BCCI, a Member, the IPL or a Franchisee enter into contractual arrangements with entities in which the individual concerned or his/her relative, partner or close associate has an interest. This is to include cases where family members, partners or close associates are in positions that may, or may be seen to compromise an individual's participation, performance and discharge of roles.

Illustration 1: A is an Office Bearer of the BCCI when it enters into a broadcast contract with a company where A's son B is employed. A is hit by Direct Conflict of Interest.

Illustration 2: C is a Member of the League Governing Council. The IPL enters into a contract with a new franchisee, the Managing Director of which is C's partner in an independent commercial venture. C is hit by Indirect Conflict of Interest.

Illustration 3: D is the Office Bearer of a Association. D's wife E has shares in a League Franchisee which enters into a stadium contract with the State Association. D is hit by Indirect Conflict of Interest.

Illustration 4: F is President of the BCCI. His son-in-law is a Team Official of a Franchisee. F is hit by Conflict of Interest.

Illustration 5: G is an employee of the BCCI. His wife runs a catering agency that is engaged by the BCCI. G is hit by Conflict of Interest.

ii. Roles compromised: When the individual holds two separate or distinct posts or positions under the BCCI, a Member, the IPL or the Franchisee, the functions of which would require the one to be beholden to the other, or in opposition thereof.

Illustration 1: A is the Coach of a team. He is also Coach of an Franchisee. A is hit by Conflict of Interest.

Illustration 2: B is Secretary of the BCCI. He is also President of a State Association. B is hit by Conflict of Interest.

Illustration 3: C is the Vice President of the BCCI. He is also President of a State Association and member of a Standing Committee. C is hit by Conflict of Interest.



Illustration 4: D is a Selector. He is also coach of an IPL franchisee. D is hit by Conflict of Interest.

- iii. *Commercial conflicts:* When the individual enters into endorsement contracts or other professional engagements with third parties, the discharge of which would compromise the individual's primary obligation to the game or allow for a perception that the purity of the game stands compromised.

Illustration 1: A runs a cricket academy. He is appointed as a selector. A is hit by Conflict of Interest.

Illustration 2: B is a BCCI commentator. He also runs a sports management company which contracts members of the team. B is hit by Conflict of Interest.

Illustration 3: C is a selector. He is contracted to write a column on a tour that the national team is on. C is hit by Conflict of Interest.

Illustration 4: D is a team captain. He is also co-owner of a sports management agency which is contracted to manage other team members. D is hit by Conflict of Interest.

Illustration 5: E is a member of the IPL Governing Council. He is engaged by a cricket broadcaster to act as an IPL commentator. E is hit by Conflict of Interest.

- iv. *Prior relationship:* When the individual has a direct or indirect independent commercial engagement with a vendor or service provider in the past, which is now to be engaged by or on behalf of the BCCI, its Member, the IPL or the Franchisee..

Illustration 1: A is President of the BCCI. Prior to his taking office, he has been engaged professionally for his services by a firm B. After A becomes President, B is appointed as the official consultants of the BCCI. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. Prior to his election, he ran a firm C, specializing in electronic boundary hoardings. Upon becoming Secretary, the contract for the Association's stadium hoardings is granted to C. B is hit by Conflict of Interest.

Illustration 3: D is the Commissioner of the IPL. Before he came into this office, he used to engage E as his auditor for his business. After becoming Commissioner, E is appointed as auditor to the IPL. D is hit by Conflict of Interest.



Illustration 4: F is the Captain of an IPL team, and G is the team's manager. When F is made Captain of the national team, G is appointed as the national team's manager. F is hit by Conflict of Interest.

- v. *Position of influence*: When the individual occupies a post that calls for decisions of governance, management or selection to be made, and where a friend, relative or close affiliate is in the zone of consideration or subject to such decision-making, control or management. Also, when the individual holds any stake, voting rights or power to influence the decisions of a franchisee / club / team that participates in the commercial league(s) under BCCI;

Illustration 1: A is a selector. His son is in the zone of consideration for selection. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. He also runs a cricket academy in the State. B is hit by Conflict of Interest.

Illustration 3: C is an umpire. His daughter D is a member of a team which is playing a match in which C officiates. C is hit by Conflict of Interest.

Illustration 4: E is the President of a State Association and his company F owns 12 cricket clubs in the State from which probabilities are selected for the State team. E is hit by Conflict of Interest.

EXPLANATION: The Illustrations which refer to a President / Secretary / Vice-President may be read as illustrations referring to any other Office Bearer, and also to the members of the Apex Council and the Committees.

2. Within a period of 15 days of taking any office under the DDCA, every individual shall disclose in writing to the Apex Council any existing or potential event that may be deemed to cause a Conflict of Interest, and the same shall be uploaded on the website of the DDCA. The failure to issue a complete disclosure, or any partial or total suppression thereof would render the individual open to disciplinary action which may include termination and removal without benefits. It is clarified that a declaration does not lead to a presumption that in fact a questionable situation exists, but is merely for information and transparency.
3. A Conflict of Interest may be either Tractable or Intractable:
 - a. Tractable conflicts are those that are resolvable or permissible or excusable through recusal of the individual concerned and/or with full disclosure of the interest involved.



- b. Intractable conflicts are those that cannot be resolved through disclosure and recusal, and would necessitate the removal of the individual from a post or position occupied so that the conflict can cease to exist.
 - c. Explanation: In Illustration 3 to Article 39(1)(i), if the wife held 51% shares, the conflict will be treated as intractable. If the wife holds 3% shares, whether the conflict is tractable or intractable will have to be decided by the Ethics Officer on the facts of the case. If the wife holds only 100 shares out of 1 crore shares, a disclosure of the same may be sufficient.
4. It is clarified that no individual may occupy more than one of the following posts at a single point of time except where prescribed under these Rules:
- a. Player (Current)
 - b. Selector / Member of Cricket Committee
 - c. Team Official
 - d. Commentator
 - e. Match Official
 - f. Administrator / Office-Bearer/ Director
 - g. Electoral Officer
 - h. Ombudsman & Ethics Officer
 - i. Auditor
 - j. Any person who is in governance, management or employment of a Franchisee
 - k. Member of a Standing Committee
 - l. CEO & Managers
 - m. Office Bearer of an Affiliated Club, Cricket Academy, Center of Excellence or any other recognized entity in receipt of grants from DDCA.
 - n. Service Provider (Legal, Financial, etc.)
 - o. Contractual entity (Broadcast, Security, Contractor, etc.)
 - p. Owner of a Cricket Academy
5. As far as incumbents are concerned, every disclosure mandated under Sub-Article (3) may be made within 90 days of the Effective Date.



40. THE ETHICS OFFICER

1. The DDCA shall appoint an Ethics Officer at the Annual General Meeting for the purpose of guidance and resolution in instances of conflict of interest. The Ethics Officer shall be a retired Judge of a High Court or Supreme Court so appointed by the General Body of the Company after obtaining his/her consent and on terms as determined by the Apex Council in keeping with the dignity and stature of the office. The term of an Ethics Officer shall be one year, subject to a maximum of 3 terms in office.
2. Any instance of Conflict of Interest may be taken cognizance of by the Ethics Officer:
 - a. Suo Motu;
 - b. By way of a complaint by a member in writing to the Company or to the Ethics officer directly through email; or by hand to the Ethics officer;
 - c. On a reference by the Apex Council;
3. After considering the relevant factors and following the principles of natural justice, the Ethics Officer may do any of the following:
 - a. Declare the conflict as Tractable and direct that:
 - i. the person declare the Conflict of Interest as per Article 39(3) (a); or
 - ii. the interest that causes the conflict be relinquished; or
 - iii. the person recuse from discharging the obligation or duty so vested in him or her.
 - b. Declare the conflict as Intractable and direct that:
 - i. the person be suspended or removed from his or her post; and
 - ii. any suitable monetary or other penalty be imposed; and
 - iii. the person be barred for a specified period or for life from involvement with the game of cricket.
4. All complaints of Conflict of Interest shall be mandatorily decided by the Ethics officer, within 30 days

The Ethics Officer is wholly empowered to also direct any additional measures or restitution as is deemed fit in the circumstances.



CHAPTER NINE: THE OMBUDSMAN

41. THE OMBUDSMAN

1. The Company shall appoint an Ombudsman at the Annual General Meeting for the purpose of providing an independent dispute resolution mechanism. The Ombudsman shall be a retired Judge of the Supreme Court or a retired Chief Justice of a High Court so appointed by the Company after obtaining his/her consent and on such terms and remuneration as determined by the Company in keeping with the dignity and stature of the office. The term of the Ombudsman shall be one year, subject to a maximum of 3 terms in office.
2. The Company may appoint the Ombudsman to act as its Ethics Officer also subject to approval by the General Body.
3. The Apex council shall, in consultation with the CEO frame Regulations regarding the discipline and conduct of the Players, Match Officials, Team Officials, Administrators, Committee Members and others associated with the DDCA. The same shall come into force, once approved by the General Body of the Company.

42. GRIEVANCE REDRESSAL

1. The types of disputes/ differences that form the Ombudsman's ambit and the procedures for redressal are:
 - a. Member and Association Disputes
Any disputes between or among the members of the DDCA, its Affiliated Clubs, Cricket Players' Association shall be automatically referred to the Ombudsman.
Procedure: Both parties would submit their arguments and a hearing would be conducted following the principles of natural justice and exercising all powers of enquiry and hearing as the Ombudsman deems fit before appropriate orders are passed.
 - b. Detriment caused by Member or Administrator
If any Member or any Administrator of the DDCA commits any act of indiscipline or misconduct or acts in any manner which may or likely to be detrimental to the interest of the DDCA or the game of cricket or endanger the harmony or affect the reputation or interest of the



DDCA or refuses or neglects to comply with any of the provisions of the Memorandum and/or the Articles of Association, Rules and Regulations of the DDCA and/or the Rules of conduct framed by the Company, the Apex Council, on receipt of any complaint shall issue a Show Cause Notice calling for explanation and on receipt of the same and/or in case of no cause or insufficient cause being shown, refer the same to the Ombudsman.

Procedure: The Ombudsman shall, after providing opportunity of hearing to the parties concerned, pass an appropriate order.

c. Misconduct or Breach by Others

In the event of any complaint being received from any quarter or based on any report published or circulated or on its own motion, of any act of indiscipline or misconduct or violation of any of the Rules and Regulations by any Player, Umpire, Team Official, Selector or any person associated with the DDCA, the Apex Council shall refer the same within 48 hours to the CEO to make a preliminary enquiry.

Procedure: The CEO shall forthwith make a preliminary inquiry and call for explanations from the concerned person(s) and submit his report to the Apex Council not later than 15 days from the date of reference being made by the Apex Council. On receipt of the report, the Apex Council shall forward the same to the Ombudsman, who shall call for all particulars and unless it decides that there is no prima facie case and accordingly drops the charge, hearing shall commence on the case and the same shall be completed as expeditiously as possible by providing a reasonable opportunity to the parties of being heard. If, despite due notice, any party fails to submit any cause or submits insufficient cause, the Ombudsman shall after providing reasonable opportunity of hearing to the parties concerned, pass appropriate order. In the event any party refuses and or fails to appear despite notice, the Ombudsman shall be at liberty to proceed ex-parte on the basis of the available records and evidence.

d. By the Public against the DDCA

Where a member of the public is aggrieved concerning ticketing and access and facilities at stadia, the same may be brought in the form of a complaint to the Ombudsman.



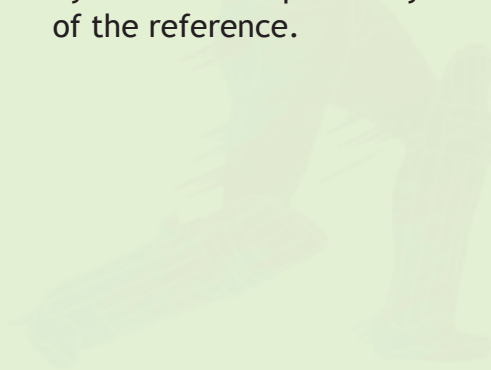
Procedure:

1. The Ombudsman would adopt the same procedure as laid down in (c) above after referring the complaint to the Secretary to solicit a report on the complaint.
2. The place of hearing shall be decided by the Ombudsman from time to time. The Ombudsman shall have the power to impose penalties as provided in the Regulations for Players, Team Officials, Administrators, Managers and Match Officials of the DDCA.
3. The decision of the Ombudsman shall be final and binding and shall come into force forthwith on being pronounced and delivered.
4. Any Player, Match Official, Team Official, Selector or other individual associated with the DDCA on being found guilty and expelled by the DDCA shall forfeit all their rights and privileges. He or she shall not in future be entitled to hold any position or office or be admitted in any committee or any role on the DDCA.
5. A Member once expelled, may, on application made after expiry of three years since expulsion, be readmitted by the DDCA, provided the same is accepted at a General Body meeting by 3/4th members present and voting.
6. Pending inquiry and proceeding into complaints or charges of misconduct or any act of indiscipline or violation of any Articles of Association, Rules and Regulations, the concerned Member, Administrator, Player, Match Official, Team Official, or other individual associated with the DDCA (along with their respective privileges and benefits) may be suspended by the Apex Council until final adjudication. The suspension or expulsion, in case of an elected Director / office bearer of the Company, shall however come into force and be effective only when it is approved by the Extraordinary General Body Meeting / Special General Body Meeting of the Company held within 30 days from the date of resolution for suspension failing which the suspension will be invalid. The General Body being the appointing body in case of an elected Director must give its consent to suspend the elected Director else the action would be considered as redundant. The adjudication by the Ombudsman ought to be completed within six months, failing which the Complaint would cease, even if approved by the General Body. An elected Director



can only be suspended or expelled by the General Body as conceived under the Companies Act.

7. Except for complaints under Clause (d) above, the Ombudsman shall not have any jurisdiction to entertain any complaint directly from any quarters. In all other matters, the Ombudsman shall hold enquiry into complaints when referred by the Apex Council alone. The Ombudsman shall not have any suo-moto jurisdiction to entertain complaints.
8. However, as an enquiry officer the Ombudsman shall have no jurisdiction or powers to pass any Interim Injunction against the Company on any matter concerning the decision made by the Apex Council or by the General Body, as the same is the exclusive Jurisdiction of the National Company Law Tribunal, under the Companies Act 2013.
9. The Apex Council can withdraw the reference to Ombudsman or complain, at any time after institution of the reference. The Apex Council shall have the absolute liberty to abandon, withdraw the reference any time. An application for withdrawal of the reference shall be made to the Ombudsman by the Apex Council, accompanied by a Resolution passed by the Apex Council specifying the withdrawal of the reference.





CHAPTER TEN: MISCELLANEOUS

43. NOTICE

1. Any notice required to be served on any Member of the Company or any Administrator or other entity shall be addressed to the registered address of the Company.
2. All notices may also be served by way of electronic mail to the official e-mail addresses as are furnished to the Company.
3. Any notice sent via post or e-mail shall be deemed to have been served at the time when the same was sent, and it shall be sufficient to prove either that the letter containing the notice was properly addressed and posted or that the email was sent to the correct e-mail address.
4. Subject to provisions of the Act, a notice given personally or sent by post against postal certificate to the address of a member as entered in the book of the Company shall be deemed to have been duly delivered and received.
5. A notice posted at the registered office of the Company shall be deemed to be well served on any member, who has no registered place of address in India, at the expiration of twenty-four hours after it is so posted.

44. INDEMNITY

Every Office-bearer, Councillor, CEO, Manager or a Member of a Committee of the Company shall be indemnified out of the Company funds against all losses and expenses incurred in the discharge of his or her duties, except those which have occurred through wilful act or default and if so, each one shall be chargeable only for so much moneys or properties as they shall actually receive for or in the discharge of the business of the Company and shall be answerable only for their own act, neglect or default and not for those of any other person.

45. SUITS BY OR AGAINST THE COMPANY

The Company shall sue or be sued in the name of the Secretary. The Company shall institute or defend through the Secretary any action or proceeding against the DDCA or any officer bearer or employee of the Company.



46. AMENDMENT AND REPEAL

This Articles of Association of the Company shall not be repealed, added to, amended or altered except when passed and adopted by a 3/4th majority of the members present and entitled to vote at an Annual General Meeting/ Extra-Ordinary/Special General Meeting of the General Body convened for the purpose as per the provisions of the Companies Act, 2013.

47. SAVINGS

Notwithstanding anything contained in these Articles of Association or any Rule and Regulations framed thereunder, anything done or any action taken or purported to have been done or taken, including any person appointed or elected to any office, any rule or order or notice made or issued or any appointment or declaration made or any operation undertaken or any direction given or any proceeding taken or continued under the erstwhile Articles of Association shall not be invalidated and shall be deemed to have been done or taken under these Articles.

All the above information will have to be maintained at the registered office of the Company and when sought, the same shall be shared with the applicant on the payment of a reasonable fee, as may be prescribed by the Company.

Names		Addresses & Descriptions of subscribers
1. F.T. Jones	Sd/- Jones	7, Tughlak Road, New Delhi Central PWD and President Delhi & District Cricket Association
2. T.H. Dixon	Sd/- T.H. Dixon	11, J.D.G Club, New Delhi Central PWD and Hony. Secretary Delhi & District Cricket Association
3. Syed Nazer Husain	Sd/- Nazer Husain	Furniture Merchant Old Police Station Darya Ganj, New Delhi
4. S.K. Bose	Sd/- S.K. Bose	Faiz Bazar Road, Delhi Lecturer Ramjas College University of Delhi
5. Mohd. Zafar	Sd/- Mohd. Zafar	1095, Qasim Jan Street, Delhi Journalist



6. Mirza Yusuf Begg	Sd/- M.Y. Begg	Bhojla Pahari Delhi Merchant
7. S.D. Kapoor	Sd/- S.D. Kapoor	160, JathiWara Street, Meerut (Govt. Service)
Witness to the above Signature (1 to 7)	Sd/- Illegible	824, Gali Ambiya, Delhi
8. W.C. Christie	Sd/- W.C. Christie	4, Queensway , New Delhi, I.C.S Vice -President Delhi & District Cricket Association
9. H.S. Malik	Sd/- H.S. Malik	I.C.S., Vice - President Delhi & District Cricket Association 3, Tughlak Road, New Delhi

Dated this Day of 19,
Witness (8 & 9) (No. 9)
Signature No. 8

Sd/- Illegible.
Sd/- Illegible.



DELHI & DISTRICT CRICKET ASSOCIATION

ARUN JAITLEY STADIUM

FEROZESHAH KOTLA GROUNDS, NEW DELHI - 110002

Tel.: 23319323, 23312721, 23313143

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