

**SPORT DISPUTE RESOLUTION CENTRE OF CANADA (SDRCC)
CENTRE DE RÈGLEMENT DES DIFFÉRENDS SPORTIFS DU CANADA
(CRDSC)**

NO: SDRCC 19-0411

BHAVINDU ADHIHETTY
(Claimant)

AND

CRICKET CANADA
(Respondent)

before

The Hon. Robert Décary, Q.C.

(Jurisdictional Arbitrator)

JURISDICTIONAL AWARD WITH REASONS

1. On July 5, 2019, I was appointed Jurisdictional Arbitrator in this matter pursuant to Sub-Section 6.10 (a) of the *Canadian Sport Dispute Resolution Code* (the Code). I heard the parties via telephone conference on July 10, 2019. As I was able to write short reasons in a few hours, I thought it would be more convenient to issue them at the same time as my decision, in this, a single document.
2. This award (or decision) concerns the objection made by the Respondent Cricket Canada against the SDRCC's jurisdiction to hear the Claimant's appeal. Essentially, the Claimant alleges that Cricket Canada did not allow him to be drafted by the teams playing in the 2019 Global T20 Canada cricket tournament (the Tournament) which is to begin on the 25th of July, 2019. The Respondent argues that the SDRCC has no jurisdiction with respect to the selection process for this type of privately run tournament.
3. As I have come to the conclusion that the SDRCC has jurisdiction to hear this appeal, I shall limit my reasons to the strict minimum. I only deal, of course, with the jurisdictional

issue. I am making no comment whatsoever on the merits of the claim and I do not want anything in these reasons to influence the Arbitrator who will hear the appeal.

4. According to a publication on Cricket Canada's website (Document C-04), "Global T20 Canada is an annual cricket league which is held in Summer. The matches are of 20 overs per innings. The format of the league is round-robin and playoffs. It is an initiative taken by Cricket Canada to provide a platform to the youngsters to showcase their talent and play with the best in the world [...] This is [sic] league is a product of our vision for developing the sport in the country [...] With this league Cricket will achieve new heights and it will be a major factor in Canada's road to play in the World Cup. It is the first professional cricket league in North America approved by International Cricket Council which governs the sport".

5. Cricket Canada and a private corporation, Bombay Sports Company Limited (Bombay) are co-organizers of the Tournament. As appears from Cricket Canada's Answer (Document R-01), Bombay sets the Player Draft Rules which included various categories, including a category for Canada A and Canada B players. Bombay requested that Cricket Canada supply 30 names, 18 for category A and 12 for category B. Players chosen by Cricket Canada "were the ones identified who can help Canada in the T20 format of the game" as stated by Cricket Canada its Answer.

6. There were over 1000 players from all over the world who registered in the draft for selection by the six Franchises playing in the Tournament. As per its agreement with Bombay and in accordance with its own selection rules, Cricket Canada selected thirty Canadian players amongst the world-wide registered players and sent the list of these players to Bombay for use in the draft. The Claimant had registered for the draft on May 16, 2019.

7. The Claimant was not selected by Cricket Canada to be on its list. He was eligible to be drafted even if his name was not on the Canadian list, but he was not drafted by any of the Franchises. When he found out he had neither been selected on the Canadian list nor drafted, he sent a "request to appeal" to Cricket Canada (Document C-10), dated June 24, 2019. He never received any reply. At the hearing, a representative of Cricket Canada explained that he had not considered such request to be an appeal within the meaning of the Appeal Policy.

8. For the SDRCC to have jurisdiction, there must be two Parties within the meaning of Sub-Section 1.1 (bb) of the Code involved in a "Sports-Related Dispute" within the meaning of Sub-Section 1.1 (mm). The Claimant and the Respondent are clearly Parties and the dispute clearly relates to the "participation of a Person in a sport program". What is one of the issues at the end of the day, is a decision made by Cricket Canada's board of directors or a committee thereof which affects a member of Cricket Canada as these words are found in Sub-Section 1.1 (mm)(ii) of the Code.

9. The matter, however, does not end up there. According to Sub-Section 3.1 (b) of the Code, the person who applies to the SDRCC for the resolution of a sports-related dispute must first have exhausted any internal dispute resolution procedures provided by the rules

of the applicable National Sport Organization. In the case at bar, the Claimant did file what he considered to be an appeal. He was not informed by Cricket Canada that his request was considered not to be an appeal. I am prepared to conclude that the treatment given by Cricket Canada to the Claimant's request to appeal constitutes in the circumstances a rejection of the Claimant's internal appeal within the meaning of Sub-Section 3.1(b)(i) and, accordingly, that the Claimant is deemed to have exhausted the internal appeal procedure. I am comforted in my decision by the fact that in its Answer (Document R-01) to the Claimant's Request before the SDRCC, Cricket Canada takes the position that while it considered the Claimant to be a good prospect for the T50 format of the game, it does not with respect to the T20 format, the one at issue here. The Claimant, clearly, had no chance whatsoever in an appeal internal to Cricket Canada. With the little time left before the beginning of the Tournament, it is in the interest of all that the matter be submitted directly and as soon as possible to the independent dispute resolution services of the SDRCC.

10. It may be that there is little, if anything, that the SDRCC can do with respect to the part of the file which relates not to the selection by Cricket Canada on the Canadian list, but to the decision by the Franchises not to select the Claimant in any event. But that is an issue better left with the Arbitrator.

11. I wish to commend the attitude of all the people involved in the proceedings before me. They showed respect for the process and, perhaps more importantly for their future relationships, respect for each other. It is always a pleasure, for an arbitrator, to deal with reasonable and amicable people.

12. The objection raised by Cricket Canada to the jurisdiction of the SDRCC is hereby dismissed.

A handwritten signature in black ink, reading "Robert Décarry". The signature is written in a cursive, flowing style with a large initial 'R'.

Robert Décarry
Gatineau, Qc
July 10, 2019