

# BADMINTON CONFEDERATION AFRICA



ANNUAL GENERAL MEETING 2019

WANDA VISTA HOTEL

NANNING, CHINA

WEDNESDAY 22 MAY 2019



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**ANNEXURE A – BCA AGM 2019**

**NOTICE AS PER BCA CONSTITUTION**



**BADMINTON CONFEDERATION AFRICA**

**2019 ANNUAL GENERAL MEETING**

**NOTICE**



**Badminton  
Confederation  
Africa**

To: BCA Member Associations  
BCA Council

21 February 2019

Dear Member Associations,

**Re: BCA AGM 2019 and Replacement Election**

We have the pleasure to inform you that the Badminton Confederation Africa (BCA) will have its Annual General Meeting (AGM) on **Wednesday 22 May 2019** in Nanning, China in conjunction with the BWF AGM which will be held at the same place on Thursday 23 May 2019.

Following vacancies on BCA Council and as per Rules 10.6, 10.7, 10.8, 10.9 and 10.10 of the BCA Constitution, Member Associations are invited to **nominate and second candidates for election for the post of one (1) Council Member**. With respect to Rule 10 of the Constitution, nomination for election shall be done at latest two months before the date fixed for the AGM where elections will be held.

The date fixed for the AGM is Wednesday 22 May 2019, therefore, **the closing date to nominate or second candidates for the position is Thursday 21 March 2019**; as such nomination or seconding of candidates for elections shall be done by Thursday 21 March 2019.

The election process to be followed by all stakeholders involved is defined in the BCA Election Guidelines. **The Constitution and the Election Guidelines** are attached with this notice.

Nomination shall be made by a Member Association and another Member Association shall second the nomination. Both nomination and seconding shall be done on the **letterhead** of the respective **Member Association** and signed by **an authorized signatory**. Both nominating and seconding letters shall be received by the BCA Secretary General by **Thursday 21 March 2019 at 11.59 pm (Mauritius time, GMT +4)**. Nominating and seconding letters received after Thursday 21 March 2019 will not be considered.

Kindly note that when you are nominating or seconding a candidate, the name of the candidate must be written as per his/her passport; this is one of the conditions to be fulfilled as per the Election Guidelines.



@bcabadminton  
@BcaBadminton



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bcaedoo@gmail.com



BCA elections are governed by Rule 10 of the BCA constitution herewith copied:

10.	ELECTIONS:
10.1	Nomination for election as President, Deputy President, Treasurer and as other members of the Council shall be made by a Member Association in writing. A different Member Association from the proposer shall second the nomination in writing. Such nomination and seconding letters shall be sent to the Secretary General so as to reach him at latest two months before the date fixed for the General Meeting where elections will be held.
10.2	The Secretary General shall circulate the list of valid candidates at latest three weeks before the date fixed for the General Meeting where the elections will be held.
10.3	Whenever an election is held, the notice calling for candidates shall be sent out at latest three months before the date fix for the General Meeting where election will take place and the closing date shall be at least two months before the date of the meeting.
10.4	For a nomination to be valid, it is the responsibility of the Member Associations nominating or seconding a candidate to make sure their subscriptions for the current year have been paid as at the closing date for nominations.

Member Associations are reminded that it is their responsibility to make sure that **their nominations or secondings fulfil the requirement to be complied with as required in the Constitution and in the Election Guidelines**. Any shortcoming will automatically lead to an invalid nomination.

As per section 1.11 of the BCA Election Guidelines, the list of Executive Board members and their contact details must be circulated with the notice. Herewith is the list:

1	Mr. Tukebana Bau	+248 272 2271	mibau61@gmail.com
2	Mr. Messaoud Zobiri	+213 560 516 867	zobiriamine@yahoo.fr
3	Mr. Kay Kamatura	+260 955 955 955	kamatuwa@gmail.com
4	Mrs. Chipo Zumburani	+27 604 294 659	zumburani@gmail.com
5	Mr. Larry Keys	+27 824 443 911	larrybca@gmail.com
6	Mrs. Odette Assembe	+237 699 525 121	odetta252000@gmail.com
7	Mr. Evans Yeboah	+233 244 103 798	evans@kojoyeboah.com



## Badminton Confederation Africa

As per Rule 18, MAs wishing to make any **motion or proposal** to be considered by the AGM are hereby informed that the closing date to send it, is **Thursday 21 March 2019 at 11.59 pm (Mauritius time, GMT +4)**. Note that the proposal or motion must be seconded by another Member Association. The relevant part of Rule 18 is herewith copied.

<b>18.</b>	<b>PROPOSALS OR MOTIONS:</b>
18.1	Notice in writing of any proposals or motions to be considered by the General Meeting may be given by any Member Association. It must be seconded by another Member Association to be valid.
18.2	The proposals or motions and its seconding shall be sent to the Secretary General so as to reach him at least two months before the date fixed for that meeting.
18.3	Any valid proposal or motion received by the appropriate date must be circulated to Member Associations at least three weeks before the date fixed for the General Meeting.
18.4	The Council is allowed to make proposals or motions to be considered by the General Meeting with due notice. Proposals or Motions made by the Council do not need to be seconded, but explained.

Member Associations are reminded that they must have paid their **2019 BWF and BCA subscriptions** to be able to exercise any membership right, which among others **include the right of nominating or seconding of candidates for elections and the right to send any proposal or motion** to be considered by the AGM. The relevant part of Rule 15 is herewith copied.

<b>15.</b>	<b>FINANCE:</b>
15.3	Each Member Association shall pay an annual subscription, as may be decided by the General Meeting.
15.4	Beside the BWF subscriptions, each Member Association shall pay annual BCA subscriptions, as may be proposed by Council and decided by the General Meeting.
15.6	Member Associations must have paid all their subscriptions for the current year to be able to exercise any membership right. BCA subscription is subject to Rules 15.3, 15.4 and 15.5.





**Badminton  
Confederation  
Africa**

As for recent years, this year also BWF will give a travel subsidy and refund hotel cost for one delegate per MA to attend their AGM, MAs are requested to arrange the air ticket and book the hotel for their delegate and after the AGM to request a refund from BWF. There are two conditions to fulfil to get travel and hotel grant from BWF, MAs must have submitted the Schedule A form by 31 January 2019 and they should have paid their subscriptions with no arrears.

Arrival date for delegates in Bangkok is Tuesday 21 May 2019 and departure is Saturday 25 May 2019, details are as follows:

	Date	Program	Time
1	Tuesday 21-May	Delegates arrive Nanning	Any time
3	Wednesday 22-May	BCA AGM	09h00-14h00
4	Thursday 23-May	BWF AGM	09h00-14h00
5	Friday 24-May	BWF Forum	10h00-15h00
6	Saturday 25-May	Delegates depart Nanning	Any time

If you have any query or need any additional information on the above, do not hesitate to contact us.

Yours faithfully,



**Sahir EDOO**  
*Secretary General*



## **ANNEXURE B – BCA AGM 2019**

### **MEETING ORDER**



**BADMINTON CONFEDERATION AFRICA**

**2019 ANNUAL GENERAL MEETING**

**BCA AGM AGENDA**



**Badminton  
Confederation  
Africa**

09 April 2019

To: BCA Member Associations  
BCA Council Members

Notice is hereby given that the Annual General Meeting of the Badminton Confederation Africa will be held at the Wanda Vista Hotel, Nanning China on Wednesday 22 May 2019 at 0900 hours.

**AGENDA**

**1. Preliminary Business**

- 1.1 President's Remark
- 1.2 Roll Call
- 1.3 Appointment of Scrutineers

**2. Minutes**

Matters arising and approval of minutes of last AGM held on Thursday 17 May 2018.

**3. Council Report**

- 3.1. To receive the Report of Council and its Committees for the year ending 31 December 2018.
- 3.2. To adopt the Financial Statements, duly audited, for the year ending 31 December 2018.
- 3.3. To adopt the 2019 budget.

**4. Financial Investigative Commission Report**

To receive the report of the BCA Financial Investigative Commission as per recommendation of the 2018 AGM.

## 5. Proposals – BCA Council

The Council of the BCA proposes the following to the membership for approval:

5.1 To amend clause 9.8 of the BCA Constitution as follows:

Constitution - Current Wording	Constitution – Proposed Wording
<p><b>9.8.</b> The Council may co-opt not more than five other members without voting rights, including BWF Council members from African countries, who are not elected members of the BCA Council.</p>	<p><b>9.8.</b> The Council may co-opt not more than five other members without voting rights, including:</p> <ul style="list-style-type: none"><li>• BWF Council members from African countries, who are not elected members of the BCA Council.</li><li>• The Chair of the BCA Athletes Commission.</li><li>• The Chair of the BCA Women in Badminton Commission.</li><li>• Any other people with skills or expertise in specific areas as may be decided by Council.</li></ul>

### Rationale

In line with the introduction of an elected BCA Athletes Commission, the amendment of clause 9.8 of the BCA Constitution will provide further details on who can be co-opted on the BCA Council.

5.2 To amend clause 17 of the BCA Constitution as follows:

Constitution - Current Wording	Constitution – Proposed Wording
<p>17.1. Each Member Association has the right to appoint not more than two delegates to represent it at the General Meeting. Both delegates shall have the right to speak, but neither shall be permitted to second a proposal or motion made by the other.</p>	<p>17.1. Each Member Association has the right to appoint not more than two delegates to represent it at the General Meeting. Both delegates shall have the right to speak, but neither shall be permitted to second a proposal or motion made by the other.</p> <p>17.2. A delegate can either be the President, the Secretary General or any other elected member of the Member Association's board he is nominated to represent; or a staff member of the association who has been employed for</p>

Constitution - Current Wording	Constitution – Proposed Wording
<p>17.2. Whenever a Member Association is represented by two delegates in the General Meeting, only one delegate shall cast all the votes to which the said Member Association is entitled.</p> <p>17.3. It is the responsibility of Member Associations to make sure their delegate nomination form is correctly filled and is received by the Secretary General at latest 24 hours before the starting time of the General Meeting.</p> <p>17.4. Member Associations are entitled to one vote per unit of subscriptions paid for the current year (known as vote A), in any case not more than three votes are allowed per Member Association based on subscriptions. Then Member Associations will have one or two additional votes (B to E) for each of the following based on precedent year data: Organise International, one additional vote. One team in Africa championship, two additional votes. One team in Africa U15/U19 championship, two additional votes. One team in BCA schools championships, two additional votes.</p> <p>17.4.1. At the beginning of the year, the Secretary General shall publish the number of votes each Member Association will have in the current year.</p> <p>17.5. Delegates of Member Associations whose annual subscriptions for the current year have not been paid at latest 24 hours before the starting time of the</p>	<p>no less than 12 months. No proxy voting shall be allowed.</p> <p>17.3. Whenever a Member Association is represented by two delegates in the General Meeting, only one delegate shall cast all the votes to which the said Member Association is entitled.</p> <p>17.4. It is the responsibility of Member Associations to make sure their delegate nomination form is correctly filled and is received by the Secretary General at latest 24 hours before the starting time of the General Meeting.</p> <p>17.5. Member Associations will be entitled to one (1) vote for each of the following:</p> <ul style="list-style-type: none"> <li>• All BWF and BCA subscriptions paid for the current year and no outstanding subscriptions from previous years.</li> <li>• Organise a BWF sanctioned 'International Series' or a higher level tournament, as per BWF regulations, in the precedent year.</li> <li>• Participate in the Team and Individual Events of the last All Africa Senior Championships.</li> <li>• Participate in the Team and Individual Events of the last All Africa Under 15 or Under 19 Championships.</li> <li>• Participate in the Team and Individual Events of the last All Africa School Championships.</li> <li>• Participate with at least 4 players in the last All Africa Para-Badminton Championships.</li> </ul> <p>In no case shall a Member Association have more than 6 votes.</p> <p>17.5.1. At the beginning of the year, the Secretary General shall publish the number of votes each Member Association will have in the current year.</p> <p>17.6. Delegates of Member Associations whose annual subscriptions for the current year have not been paid at latest 24 hours before the starting time of the</p>

<b>Constitution - Current Wording</b>	<b>Constitution – Proposed Wording</b>
General Meeting shall not be allowed to vote at the meeting.	General Meeting shall not be allowed to vote at the meeting.
17.6. No person shall act as the delegate of more than one Member Association.	<b>17.7.</b> No person shall act as the delegate of more than one Member Association.
17.7. Delegates from non-paid Member Associations, Associate Member Associations and other stakeholders or guests have the right to attend and speak at General Meeting, but have no voting rights.	<b>17.8.</b> Delegates from non-paid Member Associations, Associate Member Associations and other stakeholders or guests have the right to attend and speak at General Meeting, but have no voting rights.

## **Rationale**

- Throughout the years, there have been several complains from African Member Associations regarding proxy voting in BCA AGMs. The BCA Statues also do not properly define who can be a competent delegate of a Member Association in general meetings.
- For fairer and better representation of the voting strength at general meetings, Council is proposing to reduce the maximum number of votes from 10 to 6. Many members have also been complaining about this huge difference in vote numbers. However, Council recognizes that it is important to keep a proper balance and to empower countries that are contributing more in the development of badminton at a continental level.

### **5.3. To receive and endorse the BWF External Ethics Panel's decision, of 21 November 2018, on the case of Mr. Raj Gaya as follows:**

Council is proposing that the AGM receives and endorses the BWF decision regarding Mr. Raj Gaya, a former BCA and BWF official.

### **5.4. To write off any funds payable to Mr. Raj Gaya and the Mauritius Badminton Association as at 31 May 2017**

In line with all the findings enumerated in the BWF report, council is also proposing that all funds payable to Mr. Gaya, as at 31 May 2017 be written off. Funds payable to Mr. Gaya's bank account as at 31 May 2017 also include claims for Mauritius; consequently, Council is also proposing that the Mauritius account in BCA's books, as at 31 May 2017, be written off.

## Rationale

The BWF report states:

*"The BWF submits that in the relevant time period, Mr Gaya, on his own admission, and by the evidence of Pultoo, Mungroo and Nagel, had produced a substantial number of forged documents. The production of a forged document is of itself dishonest. The dishonesty is compounded by the "bare lie" in the letter of 26 March 2016 that the MBA could not receive foreign currency." (p28, no. 89)*

*"The general purpose of the forged documents is clear says the BWF. It was to allow funds intended for the purposes of benefitting the MBA and the sport of Badminton in Mauritius to be:*

- a. Paid to Mr Gaya; and*
- b. To be controlled by Mr Gaya without further financial or governance control of the MBA." (p28, no.90)*

*"Once the monies were paid to Mr Gaya he had, on his own admission, used them for purposes other than those that he knew them to be intended to be used for and for purposes other than promoting the sport of Badminton. The purposes he did use those monies for included political purposes." (p28, no. 91)*

*"In the Panel's view Mr Gaya's behaviour has significantly damaged the sport of Badminton." (p32, no. 122)*

*"There is no other conclusion than that Mr Gaya has acted with a deceptive, dishonest purpose to serve his own financial interest, which has gone on over a prolonged period." (p32, no. 123)*

From the report it is known that signatures were forged; claims, receipts and other documents were faked to show the supposed acknowledgement of the Mauritius Badminton Association (MBA). In line with these falsified documents, funds on the MBA account cannot be paid as the validity of claims and invoices sent to BCA by Mr. Gaya, on behalf of the MBA, were confirmed to be spurious.

## **6. Proposal of the Cameroon Badminton Association – Eligibility of Candidates for the post of President and Deputy President of the Confederation**

Cameroon Badminton Association, seconded by Equatorial Guinea Badminton Association, is proposing the following to the membership for approval:

For the post of President and Deputy President of the Confederation, candidates for election should:

1. Be the current president of their national associations
2. Have been on the BCA Council for at least 4 years

## **7. BCA Subscription**

BCA Council is proposing the following BCA Subscription for the year 2020:

<b>Sn</b>	<b>Country</b>	<b>2019 (\$)</b>	<b>2020 (\$)</b>
1	Algeria	400	400
2	Benin	0	200
3	Botswana	400	200
4	Cameroon	200	200
5	Congo	200	0
6	Egypt	400	400
7	Ethiopia	200	200
8	Ghana	200	400
9	Ivory coast	200	200
10	Kenya	200	200
11	Mauritius	400	400
12	Morocco	400	200
13	Nigeria	400	400
14	Seychelles Island	200	200
15	South Africa	600	600
16	Uganda	200	200
17	Zambia	200	200
18	Zimbabwe	200	200
19	Reunion Island	200	200

The other BCA Member Associations not listed above will not be eligible to pay any BCA Subscription for 2020.

Criteria used to determine BCA subscription are:

- The number of registered players as per the BWF Schedule A and as approved by BWF Council on 31 October 2018;
- And the level of development of the Member Association, including organization of Internationals tournament and participation in BCA Events.

**8. BCA Election – One (1) Council Member**

**9. AOB**

By order of the BCA Council

**Sahir EDOO**

*Secretary General*



**ANNEXURE C – BCA AGM 2019**

**MINUTES AND ATTENDANCE – BCA ANNUAL GENERAL MEETING (AGM) 2018**



**BADMINTON CONFEDERATION AFRICA**

**2019 ANNUAL GENERAL MEETING**

**AGENDA ITEM 2**

**MINUTES OF THE 2018 AGM – BANGKOK**



## BADMINTON CONFEDERATION AFRICA

### MINUTES



Minutes of the Badminton Confederation Africa's **Annual General Meeting (AGM)** held on **Thursday 17<sup>th</sup> May 2018 at 09:30am** in the Lotus 5 & 6, Centara Grand Hotel, Thailand.

Represented by 32 Member Associations with a total of 109 votes.

In the Chair: Mr. Messaoud Zobiri – Acting President

Delegates in Attendance:

Sn	Country	Delegate 1		Delegate 2	
1	Algeria	Messaoud Zobiri	MZ	-	
2	Benin	Aubin Assogba	AA	-	
3	Botswana	Hamilton Mpinyane	HM	-	
4	Cameroun	Odette Assembe	OA	-	
5	Central Africa Rep	Guy Beninga	GB	-	
6	Congo	Dagmawit Berhane	DB	-	
7	Egypt	Hesham Eltohamy	HE	-	
8	Equatorial Guinea	Zibhino Rodriguez	ZR	-	
9	Eritrea	Gebrekidam Nahom	GN	-	
10	Ghana	Yeboah Evans	YE	-	
11	Guinea	Sahbi Faycal	SF	-	
12	Kenya	Jeff Shigoli	GS	-	
13	Lesotho	Moneoang Leshota	ML	-	
14	Libya	Ravipa Chutthong	RC	-	
15	Madagascar	Jean Aime Ravalison	JR	-	
16	Mauritania	Ahmed Salem Babou	AB	-	
17	Mauritius	Nundah Sharma	NS	-	
18	Morocco	Omar Belalli	OB	-	
19	Mozambique	Ibrahimo Mugassy	IM	-	
20	Namibia	Jurgen Leicher	JL	-	
21	Niger	Hassane Issoufou	HI	-	
22	Nigeria	Francis Orbih	FO	-	
23	Seychelles	Michel Bau	MB	-	
24	Sierra Leone	Michael S Mustapha	MM	-	
25	Somalia	Husein Ali Moheb	HM	-	
26	South Africa	Larry Keys	LK	-	
27	Sudan	Hanadi Abd Hala	HH	-	
28	Togo	Godfrey Mathumo	GM	-	
29	Tunisia	Fateh Betayeb	FB	-	
30	Uganda	Muziransa Shaban	MS	-	
31	Zambia	Kay Chirwa	KC	Kingstin Mulenga	KM
32	Zimbabwe	Chipso Zumburani	CZ	-	

Council Member (non-delegate) in Attendance:

1	<b>Honore Zolobe</b>	HZ	BCA Council
2	<b>Simon Mugabi</b>	SM	BCA Council

BCA Staff:

1	<b>Sahir EDOO</b> ( <i>Notes Taker</i> )	SG	BCA Secretary General
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Apologies:

1	<b>Aly Hassaballa</b>	BCA Council
2	<b>Rajen Pultoo</b>	Malawi

Observers:

1	<b>Gebreeyesus Ayele Aneley</b>	Ethiopia
2	<b>Ian Wright</b>	BWF
3	<b>Moncef Zemmouchi</b>	Algeria
4	<b>Ndondo Francois Abedi</b>	Burundi
5	<b>Paul Kopolo</b>	Zimbabwe
6	<b>Thomas Lund</b>	BWF

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## 1. PRELIMINARY BUSINESS

### 1.1 President's remarks

- MZ welcomed all delegates to Bangkok, Thailand and to the BCA Annual General Meeting 2018.
- He stated that 2017 had been a very challenging year for BCA with several governance issues but the year had been very successful in terms of the number of activities that were held.
- On behalf of the Council, he thanked all the Member Associations for their continuous support for 2017 and hope that 2018 would be an even better year.

### Roll Call

- SG stated that 29 Member Associations in good standing were present in the room which represented maximum votes of 106. For any motions requiring a simple majority, a vote

of 54 would be the minimum required and for any motion requiring a majority of two third, a vote of 71 would be required for the motion/proposal to pass.

- He also stated that BCA did not receive the delegate form from Burundi, Ethiopia and Ivory Coast. The delegates from these 3 countries would not be able to vote during the meeting.

### Adoption of the agenda

- JL stated that according to the constitution the motions that Namibia sent were supposed to be on the agenda.
- SG explained that on the 16<sup>th</sup> of March he received an email, with 2 different letters and in those letters were 6 different motions including one nomination for a presidential candidate.
- He advised that on the same day, he had received a letter dated 15<sup>th</sup> of March from Ivory Coast, where they mentioned that they were seconding the motions of the Namibian Federation.
- Since the Namibian Federation had sent several motions in several letters, the SG sought clarity from Ivory Coast through a letter - for them to put in detail the motions they were seconding. The SG further explained that he got a reply from Ivory Coast that they were cancelling all support to those motions except the support for the Presidential candidate.
- After a few days they sent in a 3<sup>rd</sup> letter saying it was a misunderstanding, and a language problem and they were not cancelling the motions.
- So, considering this unusual situation the information was passed to the BCA Executive Board (EB) and the EB took the decision to invalidate the motions, because the Ivory Coast Federation had cancelled their support to these motions and the third letter they sent was sent after the nominations and proposals deadline, and the reason mentioned in the letter was not satisfactory to the EB, so that is why the EB invalidated this motion.
- JL disagrees with the EB decision as had been stated and explained that it is stated in the constitution clause 8.1 which he read out to the meeting, and he advised that he believed that the motions were valid and there was no reason for the motions not to be put in the Agenda.
- JL also mentioned that as per the constitution, it is not required for MAs seconding motions to explain same while seconding.

- FO said from the narration of the SG, the 3<sup>rd</sup> letter came after the closing date of the motions and proposals, and as from the closing of the date there was no valid proposal, it did not exist. He further explained that there is a saying that says you cannot bring to life what was does not exist.
- He further explained that the EB took the right decision, and there was more serious business to discuss during the AGM, and this was the time to discuss the future of BCA and address issues that are very serious. He urged the meeting to continue and move forward to discuss important issues.
- A discussion ensued on the matter and several members gave their views.
- DG then asked if the withdrawal letter from Ivory Coast had come before or after the closing date for nomination.
- SG explained that he had received Namibia's motions in 2 different letters, on the 16<sup>th</sup> of March which was the last date of nomination, and on the same date he received a letter dated 15<sup>th</sup> of March where Ivory Coast said that they were seconding, but they did not say what motion.
- He went on to advise that it was strange that a country was proposing something on the 16<sup>th</sup> and another country seconding it on the 15<sup>th</sup>, so this is the other reason why a letter was sent to the seconding MA- Ivory Coast for an explanation.
- ML explained that there was motions but no seconding and she agrees with the SG that Ivory Coast seconded something that did not exist, and they seconded before the motion was submitted. Ivory Coast had no idea what they were seconding.
- OA agreed with ML and explained that the seconding of the motion cannot be dated before the motion. It is therefore not valid.
- MZ moved for the agenda to be adopted which was approved by the members.
- At this point, Mr. Gebreeyesus Ayele Aneley from Ethiopia advised he had sent his BCA delegate form to the SG as well as the BWF form to Patricia but he did not have proof because he did not remember his email password.
- SG explained to the meeting that BCA did not received any delegate form from Ethiopia, and if the member had proof, to kindly present the proof for consideration.
- Members discussed briefly on the matter but the decision stood and the Agenda was adopted.

## 2. Minutes

### 2.1 Approval of minutes of last AGM held on Thursday 18 May 2017

- SG explained why there were no minutes of the last AGM that was held on 18<sup>th</sup> of May 2017, reason being:
  - i. due to the change in administration the former SG did not do any handover, so all minutes of previous meetings, archives, documents and assets were not handed over to the new management although the former president requested the information from Mr Gaya in writing but up to now nothing has been received.
  - ii. Since last year 2017 it has been difficult to operate due to lack of information and no archives as well as in terms of human resource.
- JL requested proof of having requested for these documents because he had just been hearing things from people, and he thought there is a lack of communication since he had long requested, for information and had not received any except for the EGM minutes.
- JL advised the meeting that he was in touch with the former SG and that he advised him that no one had requested for any information.
- FO advised the meeting that people should not personalize issues and that JL should understand that information was not handed over by the former SG.
- ML suggested that they seek protection for the SG since JL is making accusations of which he does not have proof on, she also reiterated that if JL had access to the former SG then maybe he can help in getting information, and he should re visit his facts in the sense that if he has access to information then not everyone has access to it.
- GB stated that the mistakes from the former SG is not acceptable and he is jeopardizing BCA activities for personal reasons.
- HE gave a view that all should focus on the minutes of the Extra-ordinary General Meeting (EGM) not the AGM, and to deal with the 2017 AGM minutes when they become available.

## 2.2 Approval of minutes of the Extraordinary General Meeting (EGM) held on Friday 12 January 2018 in Pretoria, South Africa

- JL advised the meeting that he had looked at the EGM minutes with his federation and looking at information supplied by BWF some MAs had not paid their subscriptions in time but were allowed to vote even if it was clear that most of them were not paid up.
- He also asked how many countries were paid up 24hrs before the EGM.
- KC said the meeting has an Agenda and it would be ideal for the meeting to discuss matters outside the Agenda under AOB. He further inquired about DG presence in the room and whether she is a delegate.
- ML supported KC's view and also stated that item 2.2 on the agenda was for approval of the minutes and other issues should be dealt in the AOB.
- DG mentioned that she is a delegate from the Republic of Congo
- JL posed the question about the subscription which is related to the EGM minutes.
- SG showed the meeting the BCA subscriptions list with all information on payment details and date paid.
- SG explained to the meeting how subscriptions are paid, and that some MAs pay by bank transfer to the BWF/BCA and it takes time depending on banking policies of some African Countries.
- He went on to advise that he received proof of payment 24hrs prior to the EGM of payments for the BWF and BCA subscriptions and highlighted that all the proof is documented.
- KC suggested that everyone must observe rules, and not derail the meeting. He went on to say that the meeting should be careful on who some of the people where representing.
- DG asked the president, if she has no right to speak since she has been accepted as the Congo delegate, she said in South Africa at the EGM there were many south Africans on proxy, and we have a proxy given to different nationalities to represent them and that is the reason why she is at the meeting as the Congo delegate.
- OA stated that it is important to close this matter on subscriptions and she referred to 17.5 which states:

*17.5 Delegates of Member Associations whose annual subscriptions for the current year have not been paid at latest 24 hours before the starting time of the General Meeting shall not be allowed to vote at the meeting.*

- She mentioned that the constitution never states that subscriptions should be received but only states that subscriptions should be paid. She added that, in common sense and in banking law, a payment is accepted when the inscription to payment is given. This has also been the general practice in BCA.
- MB added that as a Council Member for the past 15 years, he can testify that it is common practice for BCA to accept proof of payment from MAs prior to meetings in order to accept them as members in good standing.
- FO reminded the meeting that they should not allow technicalities to defeat justice and to be careful on judgement and appeals. He further appealed to the meeting to put the interests of Badminton Africa first.
- A discussion ensued on the matter.
- ML agreed with MB and further gave the example of the Ghana matter that prevailed in the last AGM where their subscriptions had been received after the closing date – but were considered to be in good standing by both BWF and BCA and participated fully in the AGMs because payment was done before the deadline.
- She was surprised that Dagmawit who was a member of council then had chosen to disregard that precedence and therefore left her with only one conclusion that it was because the EGM legality issue was personal.
- With no other matters to discuss on the minutes, the chair moved for it to be approved. The minutes were approved with 101 votes for, 4 against and 1 abstention – proposed by OA and seconded by ML, HM and GM.



### 3. Council Report

#### 3.1 To receive the Report of Council and its Committees for the year ending 31 December 2017.

##### Events Committee

- SM presented the events report and talked about how 2017 was a very busy year regarding tournaments and other events in which Africa took part.
- 3 CC Championships were held in 2017:
  - a. The All Africa Championships in April in South Africa
  - b. The All Africa U15 Championships in August in Mauritius
  - c. The All Africa School Championships in December in Uganda
- He congratulated Egypt for winning the Africa Championships for the first time in their history.
- He also mentioned about the positive medal spread for the African CC Championships where several countries are now winning medals.
- He also talked about the different international tournaments (BWF Sanctioned) we have in Africa. He also congratulated Nigeria who are the only country in Africa where an International Challenge is organized.
- He also shared how African players had done well through their participation in BWF World Championships and reiterated how Africa had good players.

##### Development and Marketing

- LK as Chair of Development and marketing presented his report and explained how busy the development side had been throughout 2017 referring the meeting to the development report in the Annual report.
- He observed that many MAs had attended the BWF administration course in December 2017 which was given by BWF and also most of the African line judges had been invited to BWF events and courses which was further strengthening BCA's technical capacity.
- Shuttle Time remained a very successful part of the development. 26 countries have been implementing ST courses and some other countries will be targeted later on.

## Administration and Staff

- KC presented the BCA Chair of Administration & Staff report and stated how a decision was passed regarding positions of the operations manager, development manager and secretary general which positions had been subjected to an advert.
- KC explained that there was a problem in the Council on the recruitment process. And going forward everyone needed to respect the mandate of the recruitment process.
- He shared that a proposal was put forward by BWF proposing funding the recruitment of extra staff in BCA, the recruitment of one development officer from the north and one from the south, an events manager, an administration and communication officer. He explained that some of the operation manager's duties would be taken over by the administration and that in a nutshell the administration committee welcomes this proposal as it will greatly improve our organization's capacity.
- He ended his submissions by thanking BWF for the support and helping to bring sanity to Africa.

## Finance

- EY presented the Chair of Finance report. He briefed the meeting on the BCA current financial situation and referred to the 2017 financial statements. He gave a general view of 2017 expenses in relation to development, events, player development, member servicing and others grants.
- JL refers to page 14 of the financial statements in the annual report, under fraudulent payment refund sought from bank and he mentioned that in the AGM minutes for the previous years it had been mentioned that feedback would be given regarding this issue, but it has been 3 years now. He also referred to page 15 and requested to know why Raj Gaya is being owed money and why it has taken so long to pay him.
- CZ clarified with the meeting regarding the stolen money. She explained that in 2015 a transaction was processed from the BCA account and they only got to know about it the next month. She advised the bank did the transaction and they said the payment request for the transaction had come from CZ's email. Over the years the bank would call for

authorization for them to process BCA payments, on this transaction, they did the payment without calling.

- CZ came to the board with this query, and they had discussions that she had to write a letter of demand for refund from the bank, because it was not possible that the bank would just pay such an amount without authorization.
- She further explained that a forensic audit had been done on BCA account for a period spanning from 2011 to 2017.
- CZ shared that it is her desire that all the matters of the financial irregularities are fully investigated and that Council in their meeting of the day before had agreed that this way forward.
- MM advised that his federation pays subscriptions every year, but they have never received shuttles or rackets, and so asked for clarification from development, and finance regarding the fair distribution of resources so that he can be able to go back to his federation and explain.
- LK clarified and confirmed indeed that Sierra Leone had not received any equipment and that they would be the first to get when the equipment is received, and BCA expects to receive soon.
- ZR explained that there are procedures that are normally put in place by Police when a theft/fraud is reported, he inquired about the steps taken by BCA following the theft/fraud.
- FO said that looking at the missing amounts of money in the report, he is not happy with the organization reaction. He also said that he had read the report on the missing money and it was shameful, and he thought that BCA was being negligent and not doing anything and that that was unacceptable.
- ML stated that BCA was in a conflict because of situations involving money .She also thought enough is enough regarding the disappearing of money in BCA , because BCA still has EB and council and it is time for BCA to do something about this issue.
- CZ clarified on the stolen money and said that regarding the, money stolen in Raj Gaya bag, the police were on the investigations, but no feedback ever came from them.
- And regarding the money that went missing in the bank, as she explained earlier it was the banks responsibility as they had not processed this transaction following the common procedure they were doing with the rest of the transactions.

- She went on to say that the bank normally gives BCA a global outward form to fill for every international transaction and that they would call for authorization of any payments, but in this instance, they went ahead and processed it while it was on a letter. After taking up the matter the bank tried to get the funds returned but they had been credited into the beneficiary's account and thereafter said it was not a fault on their part and that BCA should pursue the matter on their own.
- She stated that the feedback when they pursued the matter with the Ombudsman was that the bank advised that BCA had signed an indemnity form that they were using electronic platforms of transacting on their own risk and therefore could not claim for the loss of these funds.
- JL proposes that the treasurer follows up and gets a letter from the bank and send it to all the Mas so that everyone is informed on what is going on so that this matter can be resolved in the next 2 months.
- ZR recommended BCA Council to lodge a case to the Malaysian Police regarding the fraudulent transfer.
- MS said he thought the meeting asking CZ to conduct a thorough investigation was not proper as he did not think she has the capacity to do so. And that CZ is not giving them a principle explanation and cannot be the one to conduct the investigation since she was the one operating on the account, but the only solution is appointing a special commission of a council to conduct a thorough investigation or even hire a private investigator because people are tired of this matter.
- FO challenged the treasurer and asked why an investigation not done immediately after it had happened.
- CZ advised the meeting that in the past few months, there had been revelations of papers being forged and could not help but think that the issue of the \$30, 300 could have been done by someone from within the organization.
- CZ went on to say money issues and fraud around BCA are way over the \$30,000 that went missing, we are to establish from the USD 1.5million that is under investigation, that we have to know how much went missing, and it is important to know that all these issues that have come to light are because of the controls and the measures that we have been put in place.

- She also went on to say that the event that happened in South Africa is very unfortunate and she argues that whoever committed the fraud wanted to blame her and it was a political vendetta against her.
- She reminded the meeting that before of the policies and paperwork that she put in place as treasurer, other major fraud was discovered.
- She also explained that for 2 years 2015 and 2016, BCA had been under administration with BWF.
- She said she was confident to give the information that she has at the BCA office to the forensic auditors or anyone who wants to perform any investigation. She advised the finance office had worked very hard to put the house in order because the house was a mess perhaps because there were 2 individuals running the show before 2014: Peter Gacheru and Raj Gaya before.
- MZ moved for the meeting to adopt the 2017 financial statement and the 2018 budget; ML and OA seconded, the meeting approved.

#### **4. Motions from Benin Badminton Association – Respect of the BCA Constitution**

- AA explained his motion: all stakeholders must always respect the BCA statutory regulations, constitution and Rules at all time
- OA seconded the motion and motion was adopted unanimously.

#### **5. Motion from Badminton Federation of Cameroon – Eligibility within BCA**

- OA explained the motion of Cameroon in relation to the eligibility within BCA; that is, any person liable to criminal prosecution and currently or previously, under criminal investigation, cannot be eligible to be a candidate for any post whatsoever in the BCA. This is to protect the integrity and governance with regards to the BCA.
- AA seconded the motion
- JL specified that if someone was under investigation it did not mean that the person is guilty. He feared that process in BCA are so long and that they ended up missing the points when it comes to certain things. He said he understood that one could be suspended when under investigation, but it should not take months or years, and BCA should be specific on these motions as well.

- GS stated that the motion was explain and people can agree or disagree, he seconded the motion and proposed the Chair to move ahead with the voting by show of hands.
- The motion carried with 105 for and 4 against.

## 6. Motion from Badminton South Africa - BWF Vice President for Africa

- LK explained that for all other Continental Confederation, the President automatically become the BWF Vice-President and Africa should not be different.
- HM seconded
- Mr Ian Wright and Mrs Sharon Springer were appointed as scrutineers
- SG explained that for the motion to pass, a majority of two third is required. Voting was done in secret ballot and the motion passed with 83 for and 23 against.

## 7. Motion from Badminton Federation of Cameroon - Mandate of President, BWF VP, Deputy President and Treasurer

- OA explained the motion of Cameroon in relation to the mandate of the President, BWF VP, Deputy President and Treasurer.
- GB seconded and a discussion ensued on the matter.
- MB stated that the motion would require a change in the Constitution; especially with regards to clause 9.1 of the BCA Constitution which only states the number of years in a mandate and not the number of mandate.
- After discussion, the members unanimously agreed on the motion:  
“The mandate of the President, Deputy President and Treasurer be a four year mandate renewable once.”

## 8. BCA Elections

### 8.1. President

#### Presidential election

- As MZ was one of the candidate for the post of President, he handed over the chairmanship of the meeting to LK.

- LK informed the meeting that BWF had provisionally suspended Mr. Raj Gaya and he was to be removed from the list, and they also received a letter from Evans Yeboah withdrawing.
- EY stated that to the best interests of BCA and for the good of the organization, he was withdrawing his candidacy and make way for the 2 candidates. He went on to wish them good luck.
- LK announced the 2 candidates which were Michel Bau (Seychelles) and Messaoud Zobiri (Algeria)
- Voting process started and LK announces the results which came out as follows; Michel Bau 68 votes, and Messoud Zobiri 41 votes. Michel Bau won the election of BCA president and was declared President.
- LK went on to congratulate MB and thank the Acting President Messaoud Zobiri for what he has done for the federation for the time he was serving.

## 8.2 BWF Vice-President for Africa

- MZ stated that, with regards to the motion from South Africa which was passed earlier on, MB was also declared the BWF Vice President for Africa, hence no election was needed.

### Any Other Business

- FO said the council has been investigating the issue of the \$30,000 for so long and there is no progress, and he does not think the council is taking the issue seriously and secondly 2 of the people involved are in the council.
- FO moved that the meeting nominate 3 people who are outside the council and the meeting gives them a time frame to investigate, and stated that they needed the matter closed and send a strong message.
- GS and KC clarified that what was suggested by FO should not be a motion but a recommendation.
- MB first thanked all the members for voting him as President and reminded everyone that BCA is one family. On the recommendation from FO, he stated that it is Council who should have the mandate to investigate and shed light on the money that was lost. He also

mentioned that there should be a specific Term of Reference and impartial members in the Commission.

- FO said he did not want council members investigating because council members are involved.
- A discussion ensued on the matter.
- GS suggested that the meeting could look into the possibilities of getting help from the forensic team that has been undertaken by BWF and how soon they can come to us then we are able to get feedback from them.
- FO stated that the Term of Reference is only academic as the issue is about the missing money which Council has failed to investigate.
- ML further added that the members wanted to get this issue over and done with, because they had had enough of the council's excuses. She thought it was time for the meeting to be given a chance to take action.
- FO suggested on nominating 3 people for the investigation: Mr Jurgen Leicher, Mr Michael Mustapha and Mr Rodriguez Zhibino.
- GM thought that this was a very sensitive matter and that they couldn't just choose a random person but look at one's background as well.
- GS made an appeal that they needed qualified personnel, and his suggestion was for BCA to hear results of what BWF was already conducting for them.
- ZR argued that qualified personnel here does not relate to only academic qualifications. MM agreed with him.
- CZ stated that she had not said that \$1.5 million was stolen but that it was under investigation. And clarified that BWF had done a forensic audit and have looked into accounts going as far back as 2011, and this investigation is almost complete.
- The meeting agreed on Mr. Leicher, Mr. Mustapha and Mr. Zibhino forming part of the investigative commission.
- JL stated that he was not happy with the way the meeting was run and he did not agree with the following:
  - i) the EGM minutes approval
  - ii) the discussion on the financial issues



- iii) The matter of the investigation on the financials- there are 2 people on Council who are involved and signed the letter. Those 2 people should be suspended if they are under investigation as per the motion that was previously approved.
- ZR disagreed with JL statement and further added that the 2 people cannot be suspended as this is not a criminal case. FO also disagreed with JL stating that it is not a criminal investigation.
  - MS stated that JL should have raised the issue earlier when the matter was discussed and now if it too late.
  - FO also stated that he has in his possession a document from BWF following an investigation which they made in 2015. He further stated that BWF made some recommendation to BCA which was never implemented. He reiterated his views on the impartiality of the commission which should not have included Council Members to avoid any conflict of interest.
  - HM raised the issue about the BCA subscriptions and the amounts that some of the countries are paying which he thought were high since they were paying subscriptions for BCA and BWF.
  - MB advised that there is position which is vacant for a council member until the next AGM with the current situation they were in. He added that council may co-opt a member if they deem it necessary.
  - He advised the council had the power to bring in someone as a council member until the next AGM.
  - MZ thank the members, the BWF representative, the Council and wished all the best to the new President
  - The meeting was adjourned at 17.50.

**ANNEXURE D – BCA AGM 2019**

**MOTIONS AND PROPOSALS**



**BADMINTON CONFEDERATION AFRICA**

**2019 ANNUAL GENERAL MEETING**

**AGENDA ITEMS 5 - 7**

**MOTIONS AND PROPOSALS**

- 5 BCA COUNCIL PROPOSALS (DETAILED IN THE AGENDA)**
- 6 CAMEROON BADMINTON ASSOCIATION MOTION**
- 7 PROPOSAL ON BCA SUBSCRIPTION**

**DECISION 2018/02**

**OF THE**

**BADMINTON WORLD FEDERATION**

**ETHICS HEARING PANEL**

**DEFENDANT:** Mr Raj Gaya

**PANEL:** Ms Sylvia Schenk (Chair)  
Ms Annabel Pennefather  
Mr Kevin Carpenter

**DATE:** 21 November 2018

Regarding alleged violations of the:

- *Statutes of the BWF applicable prior to May 2012*
- *Statutes, Rules and/or Regulations of the BWF applicable after May 2012*
- *Statutes of the BWF applicable after June 2017*

## A. PRELIMINARY MATTERS

### Parties

1. The parties to this matter are:
  - 1.1. The **Badminton World Federation (“BWF”)**, the international governing body for the sport of Badminton, recognised by the International Olympic Committee (“**IOC**”);
  - 1.2. **Mr Raj Gaya**, from Mauritius, who since 1999, held offices with the BWF, the Badminton Confederation of Africa (“**BCA**”) and the Mauritius Badminton Association (“**MBA**”).

### Procedural Chronology

This section provides an outline of the proceedings of the BWF and the Ethics Hearing Panel before the decision.

2. On 5 June 2018, Mr. Rune Hansen, the Chair of the BWF External Judicial Experts Group (“**EJEG**”), appointed an independent three (3)-person panel selected from the EJEG in accordance with Article 12.2 of the 2017 BWF Judicial Procedures (“**Procedures**”) to act as an Ethics Hearing Panel:
  - 2.1. Ms. Sylvia Schenk as Chair (“**Chair**”); and
  - 2.2. Ms. Annabel Pennefather and Mr Kevin Carpenter as Members (“**Members**”), together referred to as the “**Panel**”.
3. The Panel was appointed by Mr. Hansen to decide a case involving breaches of the:
  - Statutes of the BWF applicable prior to May 2012,
  - Statutes, Rules and/or Regulations of the BWF applicable after May 2012, and
  - Statutes of the BWF applicable after June 2017,allegedly committed by Raj Gaya (“**Mr Gaya**” or “the **Respondent**”), a Badminton official from Mauritius.
4. After the former President of the MBA, Bassir Mungroo, had raised several allegations of misuse of funds against Mr Gaya, the BWF has carried out an investigation into the conduct of Mr Gaya.
5. The BWF has, among others, taken the following steps:
  - a. It has requested that Mr Gaya produce documentation for the purposes of the investigation.

- b. It has investigated the use by Mr Gaya of the monies received in two ways. First, by a Forensic Accountant analysing the documentation obtained during the course of the investigation to seek to establish where the monies paid to Mr Gaya by the BCA have been used. Secondly, where funds have been allocated by the BCA to the MBA, the BWF has investigated whether the intended recipients of those monies have in fact received the monies.
  - c. It has interviewed Mr Gaya.
6. On May 15, 2018, the BWF Referral Officer ("**BWF RO**") Alexander McLin, notified the BWF that he had reviewed the case material and decided to 1) refer the case to an Ethics Hearing Panel and 2) impose a Provisional Suspension on Mr Gaya.
7. On May 16, 2018, the BWF Secretary General ("**BWF SG**"), Thomas Lund, sent a notice informing Mr Gaya, that 1) BWF is referring the case to an Ethics Hearing Panel and that 2) he is provisionally suspended from all Badminton activities under the BWF's jurisdiction. MBA and BCA were notified by the BWF with regard to the provisional suspension accordingly.
8. At that time, Mr Gaya was in Bangkok as a delegate at the BCA Annual General Meeting ("**AGM**") on 17 May and was due to attend the BWF Members Forum (18 May) and the BWF AGM (19 May).
9. The BWF Provisional Suspension meant that Mr Gaya did not attend the BWF Members' Forum and the BWF AGM.
10. On May 16, 2018, the BWF SG sent a notice to Mr Gaya providing him with 1) the Case Summary, 2) Statement of the Charges and 3) a WeTransfer link to download the information / evidence package.
11. On May 26, 2018, the BWF resent the documents that the BWF SG had sent on 16 May. The resent documents included the Case Summary, Charges and Contents of the Evidence Pack and link.
12. Acknowledgement of the receipt of these resent documents, and confirmation that Mr Gaya was able to download the material from WeTransfer, was requested.
13. On May 28, 2018, the Case Summary and Charges were uploaded successfully through WeTransfer again as the previous one had expired – the email notice from WeTransfer was sent to [REDACTED]@gmail.com, the email address known as Mr Gaya's by the BWF.
14. On May 28, 2018, a notice confirmed that [REDACTED]@gmail.com had successfully downloaded the documents via WeTransfer.
15. On June 6, 2018, BWF sent a notice of the proposed hearing dates and location together with an acknowledgement slip for Mr Gaya to sign and send back to the BWF. This was followed up the same day with a message via

WhatsApp at 13.07 hrs MYT (Malaysia Time) asking Mr Gaya to check his email. This message was confirmed as delivered on 6 June and read by Mr Gaya on 13 June (as indicated by two blue ticks being shown next to the message).

16. On June 7, 2018, the BWF Chief Operating Officer ("**BWF COO**"), Stuart Borrie, made a WhatsApp call to Mr Gaya, during which especially reiterating the importance for Mr Gaya's legal counsel to make direct contact with the BWF SG and BWF COO. The BWF COO sent a follow-up email the same day summarizing their discussion on the call.
17. On June 13, 2018, having not heard from Mr Gaya, the BWF COO attempted twice to call him via WhatsApp and followed up with an email containing a record of the attempts to contact Mr Gaya.

The same day, the BWF COO also sent a WhatsApp message asking Mr Gaya to call or email him a time that was convenient to take a call to discuss the email notice of the hearing date/location. The WhatsApp message that day was indicated as having been read.

18. On June 15, 2018, the BWF COO requested the MBA to assist in reaching out to Mr Gaya and MBA agreed.
19. On June 18, 2018, the Panel met for a conference call and took the following decisions:

- “1. The Hearing scheduled for 16-20 July 2018, in Dubai is cancelled and the dates vacated due to the lack of time now remaining for the organization and preparation of the Hearing given there is yet no response from the Respondent with regard to the charges or his attendance.

A new Hearing date will be announced after receipt of confirmation to attend a Hearing by the Respondent.

2. The Respondent shall confirm within eight (8) days upon receipt of this letter sent by courier, to the BWF Chief Operating Officer, acting as BWF contact point for the Panel, whether he will deny the charges and attend a Hearing on this case.
3. Should the Respondent deny the charges, he shall submit within three (3) weeks of receipt of this letter, to the BWF Chief Operating Officer, an answer containing:
  - a. A statement of defence;
  - b. Any defence of lack of jurisdiction;
  - c. Any exhibits or specification of other evidence upon which the Respondent intends to rely;

- d. The name(s) of any witness(es), including a short summary of their expected testimony; and
  - e. The name(s) of any expert(s) he intends to call, stating their area of expertise.
4. If the Respondent fails to respond within the given time limit prescribed in point 2, the Panel will decide the case at hand based on the written submissions received so far.
5. If the case is to be decided on the papers only, due to a lack of response by the Respondent, once this has been notified by the Panel, the BWF shall submit within two (2) weeks its final submissions, containing any pleadings and submission on sanctions, to the Respondent and the Panel.
6. Upon receipt of the BWF's final submissions, the Panel will notify the Respondent and he will have a final three (3) week opportunity to provide a response before the Panel takes the decision."
20. On June 18, 2018, the letter containing the decision from the Panel was uploaded to WeTransfer and successfully delivered to Mr Gaya's first email account – [REDACTED]@gmail.com. There was no response to confirm that this was downloaded by Mr Gaya from WeTransfer.
21. On June 21, 2018, the BWF COO sent the letter from the Panel direct to Mr Gaya's two email addresses and uploaded the letter to WeTransfer. The letter was successfully delivered to Mr Gaya's second email account – [REDACTED]@intnet.mu. There was no response to confirm that the letter was read by Mr Gaya.
22. Starting on June 21, 2018, the BWF COO asked the MBA President for assistance to hand deliver the letter and followed up with various communications with MBA that eventually succeeded in a delivery receipt for a hand delivery of the Panel's letter to Mr Gaya's home address on 19 July.
23. On June 21, 2018, the BWF COO received a WhatsApp message from Mr Gaya, and a call later that evening, followed up by an email sent to Mr Gaya to document their discussions. In addition, the BWF COO sent a message to Mr Gaya via WhatsApp informing him that an email had also been sent to both of his addresses.
24. On July 11, 2018, still having received no acknowledgement or response from Mr Gaya, the BWF COO sent a copy of the Panel's letter via WhatsApp to Mr Gaya, which was received and read by him. The accompanying message asked whether Mr Gaya would respond within the time frames stipulated by the Panel. The message went unanswered.
25. On August 2, 2018, the Panel received an additional Submission from BWF dated July 30, 2018, that was sent to Mr Gaya in 12 separate WhatsApp

Messages referring to the fact that additionally both documents were sent as well via WeTransfer.

26. The BWF COO received successful delivery notices with regard to the WhatsApp and the We Transfer.
27. On August 3, 2018, the Panel held another conference call. In this conference call the Panel noted that:
  - "The Panel's letter dated June 18, 2018, has been delivered to Mr Gaya (the "Respondent") on July 11, 2018, by WhatsApp (delivered and read according to confirmation by the BWF COO and corresponding documentation).
  - The Respondent did not submit any response.
  - BWF sent additional documents to the Panel on August 2, 2018, at 18:58 CET, containing, among others, a number of additional witness statements and submission on the sanction(s) the Panel should consider if they decide the case against Mr. Gaya has been proven on the balance of probabilities."
28. Subsequently, as announced in its letter dated June 18, 2018, the Panel took the following decisions:
  - "1. The Panel will decide the case based on the written submissions received from BWF until June 6, 2018.
  2. The additional submissions from BWF dated July 30, 2018, received by the Panel on August 2, 2018, will only be taken into account with regard to numbers 42 – 49, i.e. on sanction(s). To take into account any other aspect of these additional submissions would delay the case further, which in the Panel's opinion is not in the interests of the efficient conducting of disciplinary proceedings, especially given the Respondent's refusal so far to engage in the process.
  3. The Respondent has a final three (3) week opportunity – starting with the delivery of this letter together with the additional submission from BWF to the Respondent - to provide a response before the Panel makes its decision on the case."
29. On August 4, 2018, the BWF COO sent the Panel's latest letter via WhatsApp together with 2 messages to Mr Gaya. The BWF COO received confirmation these were received and seen the same day.
30. Until the date of this decision there was no response from Mr Gaya to BWF.



## Charges

31. The Charges against Mr Gaya state:

31.1 "Under the Statutes of the BWF applicable prior to May 2012:

That between about June 2011 and May 2012 Mr Gaya:

1. Received grants and/or funding from the Badminton Confederation of Africa (BCA) which grants or funding were intended to be paid to the Mauritius Badminton Association (MBA) into his personal bank account(s), and by such conduct:
  - a. He brought the game of Badminton into disrepute in breach of Clause 31.1 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.2 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Law 5.1 of By Law 1.
2. Requested and/or permitted grants and/or funding from the BCA to be paid into his personal bank account(s) which grants or funding were intended to be paid to the Mauritius Badminton Association MBA, and by such conduct:
  - a. He brought the game of Badminton into disrepute in breach of Clause 31.1 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.2 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Law 5.1 of By Law 1.
3. Failed to notify the MBA that he was receiving grants and/or funding from the BCA that was intended to be paid to the MBA into his personal bank account(s), and by such conduct:
  - a. He brought the game of Badminton into disrepute in breach of Clause 31.1 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.2 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Law 5.1 of By Law 1.

4. Failed to pay all of the monies that he received from the BCA that were intended to be paid to the MBA for the purposes that that money was intended to be used for, and by such conduct:
  - a. He brought the game of Badminton into disrepute in breach of Clause 31.1 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.2 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Law 5.1 of By Law 1.
5. Used monies which were paid by the BCA into his personal bank account(s), but which were intended for the MBA for his own benefit, and by such conduct:
  - a. He brought the game of Badminton into disrepute in breach of Clause 31.1 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.2 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Law 5.1 of By Law 1, and/or
  - d. He acted fraudulently in breach of Law 5.1.2 of By Law 1
6. Failed to inform the MBA and/or the officers of the MBA that the BCA had made grants and/or funding available to the MBA and by such conduct:
  - a. He brought the game of Badminton into disrepute in breach of Clause 31.1 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.2 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Law 5.1 of By Law 1.
7. Claimed money by way of expenses from the BWF in respect of sums which he had not in fact expended and/or which were less than he had expended, and by such conduct:
  - a. He failed to act honestly with BWF Law 5.1.1 of By Law 1, and/or
  - b. He acted fraudulently in breach of Law 5.1.2 of By Law 1.
8. Supported claims for expense from the BWF in respect of services that he contends that he had paid for from an entity 'Nitra' which entity was owned and/or controlled by a co-director in his company the Best Dairy

Company Limited, and thereby failed to avoid a conflict of interest and/or a matter which gives rise to an appearance of personal benefit in breach of Law 5.5.1. of By Law 1.”

31.2 “Under the Statutes, Rules and/or Regulations of the BWF applicable after May 2012:

That between about May 2012 and June 2017 Gaya:

9. Received grants and/or funding from the BCA which grants or funding were intended to be paid to the MBA into his personal bank account(s), and by such conduct:
  - a. He brought the game of Badminton and/or the BWF into disrepute in breach of Clause 29 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.6 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Clause 6.1.1 of the Guidelines for Council
10. Requested and/or permitted grants and/or funding from the BCA which grants or funding were intended to be paid to the MBA into his personal bank account(s), and by such conduct:
  - a. He brought the game of Badminton and/or the BWF into disrepute in breach of Clause 29 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.6 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Clause 6.1.1 of the Guidelines for Council
11. Failed to notify the MBA that he was receiving grants and/or funding from the BCA that was intended to be paid to the MBA into his personal bank account(s), and by such conduct:
  - a. He brought the game of Badminton and/or the BWF into disrepute in breach of Clause 29 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.6 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Clause 6.1.1 of the Guidelines for Council
12. Failed to inform and/or misled (i) the MBA and/or (ii) the officers of the MBA and/or (iii) the persons intended to benefit from those grants, of the

fact that the BCA had made grants and/or funding available to the MBA and/or the true sum of those grants and/or funding, and by such conduct:

- a. He brought the game of Badminton and/or the BWF into disrepute in breach of Clause 29 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.6 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Clause 6.1.1 of the Guidelines for Council
13. Failed to pay all of the monies that he received from the BCA that were intended to be paid to the MBA for the purposes that that money was intended to be used for, and by such conduct:
  - a. He brought the game of Badminton and/or the BWF into disrepute in breach of Clause 29 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.6 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Clause 6.1.1 of the Guidelines for Council
14. Used monies which were paid by the BCA into his personal bank account(s) but which were intended for the MBA for his own benefit, and by such conduct:
  - a. He brought the game of Badminton and/or the BWF into disrepute in breach of Clause 29 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.6 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Clause 6.1.1 of the Guidelines for Council, and/or
  - d. He acted fraudulently in breach of Clause 6.1.2 of the Guidelines for Council
15. Claimed money by way of expenses from the BWF in respect of sums which he had not in fact expended and/or which were less than he had expended, and by such conduct:
  - a. He acted dishonestly and/or failed to act honestly in breach of Clause 6.1.1 of the Guidelines for Council, and/or
  - b. He acted fraudulently in breach of Clause 6.1.2 of the Guidelines for Council.

16. Forged accounting documents and/or records and then submitted those forged documents on behalf of the MBA and/or on behalf of Badminton South Africa, and by that conduct
  - a. He brought the game of Badminton and/or the BWF into disrepute in breach of Clause 29 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.6 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Clause 6.1.1 of the Guidelines for Council, and/or
  - d. He acted fraudulently in breach of Clause 6.1.2 of the Guidelines for Council.
17. Forged a letter dated 23 March 2016 which authorised payment of monies from the BCA to the MBA and/or gave a false and dishonest reason for the making of those payments, and by that conduct
  - a. He brought the game of Badminton and/or the BWF into disrepute in breach of Clause 29 of the BWF Constitution, and/or
  - b. He failed to act in an ethical manner in breach of Clause 4.6 of the BWF Constitution, and/or
  - c. He acted dishonestly and/or failed to act honestly in breach of Clause 6.1.1 of the Guidelines for Council, and/or
  - d. He acted fraudulently in breach of Clause 6.1.2 of the Guidelines for Council.
18. Supported claims for expense from the BWF in respect of services that he contends that he had paid for from an entity 'Nitra' which entity was owned and/or controlled by a co-director in his company the Best Dairy Company Limited, and thereby he failed to act in an ethical manner in breach of Clause 4.6 of the BWF Constitution.
19. Supported claims for expense from the BWF in respect of services that he contends that he had paid for from an entity 'SODNAC' which entity was owned and/or controlled by a shareholder in his company the Best Dairy Company Limited, and thereby he failed to act in an ethical manner in breach of Clause 4.6 of the BWF Constitution."

### 31.3 "Under the Statutes of the BWF applicable after June 2017

That between about December 2017 and 30 April 2018 Mr Gaya:

20. failed when a Demand had been made of him to produce documents, particularly banking statements, that had been properly requested of him, within the time allowed for the documents to be furnished, and thereby

failed to cooperate with the fully with an investigation conducted by the Secretary General, or his appointed investigators and agents, and by that conduct breached Clauses 5.4 and/or 5.11 of the BWF Judicial Procedures.”

## B. APPLICABLE LAW

### Jurisdiction

32. Article 31 of the BWF 2017 Constitution recognises the Ethics Hearing Panel as a judicial body of the BWF. Being an "Elected Official" Mr Gaya is a "covered person" according to the 2017 BWF Judicial Procedures clause 3.3.
33. The following table sets out the relevant BWF rules and regulations as they have been in force, and developed, during the applicable period:

KEY:                      Pre-2012                      Post-2012                      2017

	BWF Constitution 2010/2011	BWF Constitution 2012/2013	BWF Constitution 2017	BWF Judicial Procedures 2017	BWF Elected Officials Code of Conduct 2017	BWF Code of Ethics 01 June 2017
Disrepute	<p><b>Clause 31.1</b></p> <p>"Council, or any Disciplinary Committee it appoints, shall have power on behalf of the Federation to penalise a Member Association, player, competition official, or other person for infringement of the Anti-Doping Statutes (see Competition Regulation 29), for misconduct during competition, or for actions that bring the game of Badminton into disrepute."</p>	<p><b>Clause 29.1</b></p> <p>"Council, or any Disciplinary Committee it appoints, shall have power on behalf of the Federation to penalise a Member Association, player, competition official, or other person, for misconduct during competition, or for actions that bring the game of Badminton into disrepute."</p>	<p><b>Clause 29.1</b></p> <p>"Council, or any Disciplinary Committee it appoints, shall have power on behalf of the Federation to penalise a Member, player, coach, competition official, or other person for infringement of the Statutes, for misconduct during competition, or for actions that bring the game of Badminton or the Federation into disrepute."</p>	<p><b>Clause 6.1.3</b></p> <p>"Referrals to the Ethics Hearing Panel shall relate to alleged breaches of the...Elected Officials Code of Conduct."</p> <p><b>Clause 6.1.5</b></p> <p>"Referrals to the Ethics Hearing Panel shall relate to alleged breaches of the following...including the content of the Code of Ethics related to the person(s) covered under the [Elected Officials Code of Conduct]."</p>	-	-

<p><b>Behaving in an ethical manner</b></p>	<p><b>Clause 4.2</b></p> <p><i>"Anyone who deals with the Federation and/or shares in its activities in any capacity, notably those referred to in Clause 32, commits themselves by their actions to behave in a correct and ethical manner."</i></p> <p><b>Clause 32.2</b></p> <p><i>"Members or persons dealing with the Federation or sharing in its activities including a person who...acts as an official (trainer, coach, team manager, delegate, representative etc) of a team, a Member Association or its affiliates."</i></p>	<p><b>Clause 4.6</b></p> <p><i>"Anyone who deals with the Federation and/or shares in its activities in any capacity, notably those referred to in Clause 32, commit themselves by their actions to behave in a non-discriminatory and ethical manner."</i></p> <p><b>Clause 30.1.5</b></p> <p><i>"Members or persons dealing with the Federation or sharing in its activities, including a person who...acts as an official (trainer, coach, team manager, delegate, representative, doctor etc) of a team, a Member or its affiliates."</i></p>	<p><b>Clause 4.6</b></p> <p><i>"Anyone who deals with the Federation and / or shares in its activities in any capacity, notably those referred to in Clause 30, commit themselves by their actions to behave in a non-discriminatory and ethical manner."</i></p> <p><b>Clause 30.1.2</b></p> <p><i>"Members or persons dealing with the Federation or sharing in its activities, including a person who...acts as an official (trainer, coach, team manager, delegate, representative, doctor etc) of a team, a Member or its affiliates."</i></p>		<p><b>Article 3.1</b></p> <p><i>"Elected Officials covered under this Code are required to adhere to the General Provisions of the BWF Code of Ethics as well as the Core Values and Principles for Conduct defined in the BWF Code of Ethics."</i></p>	<p><b>Article 3.c)</b></p> <p><i>"Persons covered under this Code shall... perform their duties with due care and diligence and behave in a dignified and ethical manner in the discharge of their duties while always acting with complete honesty, credibility, impartiality and integrity."</i></p>
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<b>Ethical duties</b>	<p><b>By Law 1, 5.1</b></p> <p><i>“Duty to Act Honestly</i></p> <p><b>5.1.1</b> Council Members must deal honestly with the BWF.</p> <p><b>5.1.2</b> Council Members must not act fraudulently.”</p> <p><b>By Law 1, 5.2</b></p> <p><i>“Duty of Loyalty</i></p> <p><b>5.2.1</b> When attending any meeting of Council or its Committees, members thereof shall not, under any</p> <p><i>circumstances, regard themselves or be regarded, as representing or acting on behalf of their own or any other affiliated Association. They shall speak and vote on all matters only in the general interest of the Federation and the game as a whole.”</i></p>				<p><b>Article 4.8</b></p> <p><i>“Duty to Act Honestly: At all times Elected Officials shall act honestly...or undertake or attempt to undertake any kind of fraudulent behaviour while serving as an Elected Official.”</i></p>	<p><b>Article 4.1</b></p> <p><i>“Loyalty: Loyalty to the purposes, objectives, values and principles of the BWF is a fundamental obligation of parties covered under the Code.”</i></p>
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### 33.1 Prior to 2012, the BWF Constitution stipulated in Article 31 ‘Discipline’:

“31.1. Council, or any Disciplinary Committee it appoints, shall have power on behalf of the Federation to penalise a Member Association, player, competition official, or other person for infringement of the Anti-Doping Statutes (see Competition Regulation 29), for misconduct during competition, or for actions that bring the game of Badminton into disrepute.”

33.2 After 2012, the BWF Constitution stipulated in Article 29 'Discipline':

"29.1 Council, or any Disciplinary Committee it appoints, shall have power on behalf of the Federation to penalise a Member Association, player, competition official, or other person, for misconduct during competition, or for actions that bring the game of Badminton into disrepute."

34. Thus as a form of "Disciplinary Committee", the Panel is authorised under the former and the current version of the BWF Constitution to "penalise a Member, player, coach, competition official, or other person for infringement of the Statutes, for misconduct during competition, or for actions that bring the game of Badminton or the Federation into disrepute."

35. In accordance with clause 6.1 of the BWF Judicial Procedures from May 2017, the Ethics Hearing Panel has jurisdiction to deal with matters regarding alleged breaches of the "Elected Officials Code of Conduct" which came into force on June 1, 2017.

36. Prior to 2012, the BWF Constitution stipulated in clause 4.2:

*"Anyone who deals with the Federation and /or shares in its activities in any capacity, notably those referred to in Clause 32, commits themselves by their actions to behave in a correct and ethical manner."*

According to Article 32.2 this includes *"acts as an official (trainer, coach, team manager, delegate, representative etc) of a team, a Member Association or its affiliates;"*

37. Additionally, prior to 2012, By-Law 1 to the BWF Constitution stated:

5.1. *Duty to Act Honestly*

5.1.1. *Council Members must deal honestly with the BWF*

5.1.2. *Council Members must not act fraudulently*

38. After 2012 the BWF Constitution stipulated in clause 4.6:

*"Anyone who deals with the Federation and /or shares in its activities in any capacity, notably those referred to in Clause 30, commits themselves by their actions to behave in a correct and ethical manner."*

According to Article 30.1.2 this includes *"acts as an official (trainer, coach, team manager, delegate, representative, doctor etc) of a team, a Member Association or its affiliates;"*

Additionally, the BWF Code of Ethics defines as *"conduct that is not permitted"* under 4. *"Fraudulent expense claims"* and under 5. *"Failing to cooperate with disciplinary process"*.

39. Pursuant to Article 6.3 of the Procedures, the case against Mr Gaya was referred to the Ethics Hearing Panel following consideration of the evidence by the BWF Referral Officer.
40. As such, the Panel has jurisdiction to hear this matter. It is noted that Mr Gaya, in his verbal exchanges with the BWF, has questioned whether the investigation and the following proceedings have a legal basis.

### **Burden of proof and standard of proof**

41. Pursuant to Clause 8 of the Procedures, the *“BWF shall have the burden of establishing that a violation has been committed on the balance of probabilities, a standard that implies that on the preponderance of the evidence before the Panel, it is more likely than not that a breach of the relevant BWF Code had occurred.”*

### **Procedural Rules**

42. The following procedural rules within the Procedures and 2016 Code are extracted in full insofar as they are relevant to the findings set out at **Part D**.

#### Procedures

*“13.1 Disciplinary procedures in any Hearing Panel shall be based on the rules of a fair trial and shall respect the fundamental rights of all parties. The Respondent has the right to a timely, fair and impartial Hearing.”*

#### 2016 Code

*“6.1 The BWF or their appointed investigators and agents shall have the right to conduct an initial interview and follow-up interviews, if necessary as determined solely by the BWF, with any Covered Person in furtherance of investigating the possibility of a commission of a Corruption Offence.*

*6.1.6 All Covered Persons must cooperate fully with investigations conducted by the BWF or their appointed investigators and agents including answering any reasonable question when being interviewed and giving evidence at hearings, if requested.*

...

*6.1.8 If the BWF believes that a Covered Person may have committed a Corruption Offence, the BWF may make a Demand to any Covered Person to furnish to the BWF any information or equipment or device holding such information regarding the alleged Corruption Offence, including, without limitation,*

*6.1.8.1 records relating to the alleged Corruption Offence (including, without limitation, itemized telephone billing statements, text of SMS messages received and sent, Facebook, Twitter and other social media accounts, banking statements, betting records, internet service records, mobile devices and tablets, computers, hard drives and other electronic information storage devices), and*

*6.1.8.2 a written statement setting forth the facts and circumstances with respect to the alleged Corruption Offence. The Covered Person shall furnish such information within seven (7) business days of the making of such Demand, or within such other time as may be set by the BWF.*

*6.1.9 Any information furnished to the BWF shall be*

*6.1.9.1 kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offence, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non-sporting laws or regulations and*

*6.1.9.2 used solely for the purposes of the investigation and prosecution of a Corruption Offence.”*

## C. FACTS OF THE CASE

43. Below is a summary of the relevant facts and allegations based on BWF's written submissions, pleadings and evidence. Additional facts and allegations found in the written submissions, pleadings and evidence may be set out, where relevant, in connection with the findings at **Part D**
44. Mr Gaya has been a Council Member of the BWF (and its precursor the International Badminton Federation) from 1999 and until May 2017. He has also held other offices with the BWF, the MBA and BCA. As holder of the post of BCA Secretary General, Mr Gaya was central to the planning, implementation and distribution of substantial funding allocated by the BWF to the BCA for the purpose of the development of Badminton in Africa. Not to mention being ultimately responsible for the proper accounting of such monies.
45. Specifically, from 2011 through to 2017, Mr Gaya held offices with both the MBA and the BCA. In this period the BCA received funding from the BWF. The BCA allocated some of that funding for the development of the sport of Badminton in Mauritius. The funding was allocated in six broad areas:
- (i) for equipment;
  - (ii) organisation grants for running of tournaments in Mauritius;
  - (iii) for Mauritian teams travelling to international competitions;
  - (iv) for technical officials;
  - (v) for training school teachers in the country as part of the 'Shuttle Time' program; and
  - (vi) for players.

Once funds were allocated to the MBA by the BCA, the intention was that the MBA would use the funds sent by the BCA for the purposes the funding was intended for and the MBA would then provide the BCA with a 'receipt' for the monies sent demonstrating the allocation of the MBA's receipts from the BCA to the purposes for which it was sent.

46. Throughout this period both the BCA and the MBA had their own bank accounts.
47. Mr Gaya adopted and/or put in place a system where monies allocated by the BCA to the MBA were not transferred to the MBA's bank account. Mr Gaya instead directed that the monies due to the MBA from the BCA would be paid into his personal bank account.
48. The MBA did not however question this arrangement. This may have been due to Mr Gaya being in charge of the transaction in both organisations, i.e. MBA might not have known that it was receiving money from the BCA and this was transferred to Mr Gaya's personal bank account.

49. In 2014-5 Chipso Zumburani was appointed as Acting Treasurer and then Treasurer of the BCA. The BCA adopted a revised accounting policy to reconstruct its accounts for 2013, and it was through that process that the “unorthodox” system of money transfers was discovered. In doing so Zumburani found that the BCA had paid considerable sums to Mr Gaya personally, when that money had been intended for specific Badminton purposes in individual African countries and should have been paid to the relevant national association accordingly.
50. Zumburani had examined the BCA records and calculated that between 2011 and 2017 a total of \$1,098,906 was paid by the BCA to Mr Gaya’s personal bank account or accounts nominated by him; of that sum \$154,039 was between 2011 and June 2017 intended for the MBA.
51. Further, it was discovered that the BCA was not in possession of any records of receipts from the MBA to the BCA for funds that had been sent. These findings were raised with Mr Gaya.
52. Between 2015 and December 2016, Mr Gaya sent to the BCA a series of 18 documents, bearing the signature of Rajen Pultoo as General Secretary of MBA, which purported to be receipts issued by the MBA to the BCA for monies that the BCA had sent to the MBA (collectively the **"MBA Receipts"**). The MBA Receipts were presented by Mr Gaya as accounting records for the purpose of demonstrating that the BCA has sent monies to the MBA, and that the MBA has received and used those monies for the purposes that the MBA Receipts were issued.
53. Not one of the MBA Receipts appears to be a genuine document, not one of the MBA Receipts was in fact signed by Rajen Pultoo and his electronic signature had been added to them without his knowledge. In fact, each and all of the MBA Receipts had been created by Mr Gaya and the signature of Pultoo had been placed on the MBA Receipts by Mr Gaya. The total sum that the MBA Receipts purport to document is \$158,509.
54. In fact, in the period 2011 – 2017, the MBA never issued a receipt to the BCA.
55. The BCA also requested Mr Gaya to produce confirmation of monies that the BCA had sent to Badminton South Africa (**"BSA"**). Mr Gaya produced documents that the BSA had submitted receipts to the BCA on 2 July 2015, 11 July 2015 and 30 September 2015 for payments received by it. The language and style of those documents were very similar to the MBA Receipts and they purport to be signed by Herman Nagel, the BSA’s General Manager at the relevant time (now Chief Operating Officer).
56. Herman Nagel has confirmed the documents were not sent by the BSA or signed by him. The BSA had an invoice system which allowed monies to be transferred directly to its bank account.
57. As a result of these matters, the BCA in 2015 requested that Mr Gaya provide the details for MBA’s bank account. Mr Gaya said that this was not possible

because of difficulties with the banking system in Mauritius. The BCA then required written confirmation of that position from the MBA and asked Mr Gaya to produce that written confirmation.

58. In response Mr Gaya produced to the BCA a letter dated 23 March 2016. The letter purports to be from the MBA (using a letterhead with its name) to the BCA and authorised the BCA to continue paying monies due to the MBA into the personal bank account of Mr Gaya. It gave this reason for that arrangement 'Presently our bank account is not set to receive money from abroad or to do foreign currency transactions and if we start doing it we will have lot of reports to do to the authorities, Ministry of Sports, Olympic committee, etc.'. The letter bears a stamp for the BCA and purports to be signed by Bashir Mungroo as President of the MBA.
59. The letter was not authorised by the MBA, it was not sent by the MBA, and it was not signed by Bashir Mungroo, who since 2013 had been the President of the MBA.
60. The reasons given for continuing payment to the private account of Mr Gaya were also false:
  - a. The MBA had a bank account which could receive foreign currency, this is confirmed by payments made to it by the BWF in \$US on 6 June 2013 and 15 December 2015.
  - b. The MBA did not know that Mr Gaya was receiving monies directly from the BCA into his personal bank account.
  - c. The MBA did not know that the BCA was in fact sending any monies to the MBA other than sums of about Rs 144,900 in 2012, and Mr Gaya, when asked, had told Mungroo that the BCA was not in fact giving grants to the MBA.
61. The BCA continued to pay monies allocated by it for purposes connected with the sport of Badminton to Mr Gaya's personal bank account until 2017.
62. In June 2017 the BCA appointed Sahir Edoo as its Secretary General as a replacement for Mr Gaya. Edoo discovered that payments were being made by the BCA to Mr Gaya's personal account. He was shown the letter dated 23 March 2016 by Zumburani and, because he knew Bassir Mungroo, he considered that the letter was not something that Mungroo would have written. He met Mungroo and raised the matter with him.
63. Mungroo was still at that time President of the MBA. As a result of Mungroo's contact with Edoo, Mungroo discovered that:
  - a. The letter of 23 March 2016 was forged; and
  - b. The BCA had been offering and sending grants and funding intended to be for the MBA for a number of years, and had been sending those monies to Mr Gaya's personal bank account.

64. At about the same time Edoo and Mungroo discovered that an 'invoice' had been sent by the MBA to Badminton South Africa (BSA). That invoice was dated 21 July 2017, and purported to have been sent by Bashir Mungroo requesting payment of \$5,040 to the personal bank account of Mr Gaya. In fact, Mungroo had not written and sent it.
65. The discovery of these forged documents led to Mungroo and Pultoo confronting Mr Gaya. Meetings took place in August 2017. In the course of those meetings:
  - a. Mr Gaya admitted that he had created the forged documents. In doing so, he contended that he copied the letter of 23 March 2016 to Mungroo's email account (which Mungroo states to be false);
  - b. Mr Gaya gave explanations that he received the monies from the BCA and had used the money for 'badminton related expenses', 'political reasons connected to Africa', for 'political reasons' and 'to get African people on his side'; and
  - c. Mungroo was removed as President of MBA.
66. Following the meetings, Mungroo wrote to the BCA President, Judge Danlami Sanchi, by letter of 1 September 2017 raising his complaints regarding Mr Gaya and the matter came to the attention of the BWF who investigated the allegations within that letter.
67. The BWF's investigation comprised the following steps:
  - a. Requesting Mr Gaya produce documentation for the purposes of the investigation.
  - b. Investigating the ways and purposes for which the monies Mr Gaya received were used. First, by a Forensic Accountant analysing such documentation as is available to seek to establish where the monies paid to Mr Gaya by the BCA had been used, and producing an Expert Report accordingly. Secondly, where funds have been allocated by the BCA to the MBA, the BWF investigated whether the intended recipients of those monies did in fact receive the monies.
  - c. Interviewing Mr Gaya.
68. By a letter dated 30 December 2017, the BWF SG Thomas Lund made a demand pursuant to Clause 5.11 of the Procedures, that Mr Gaya, by 8 January 2018, furnish to the BWF the following documents:
  - Bank statements from 2011 to present related to his two bank accounts in Mauritius;
  - Bank statements from 2011 to present related to his bank account in South Africa; and
  - Any other bank account into which BCA funds were transferred to.



69. Mr Gaya replied to that demand by email. He stated that he had experienced problems with bank closures due to vacation and cyclone but, by email of 18 January 2018 stated, *"I was told I will receive the statements this week"*.
70. Mr Gaya was then interviewed by the BWF Legal Manager Thomas Delaye Fortin and Paul Scotney, Consultant for BWF, on 4 February 2018. He produced spreadsheets prepared by him which he contended were transcriptions of his bank statements (the "**Spreadsheets**"). The Spreadsheets purported to reflect the movements in and out of three US\$ accounts belonging to Mr Gaya. Mr Gaya refused to provide the actual bank statements themselves which would contain the underlying data. From a short examination of the bank statements during the interview, it was noted that the original documents would contain further narrative details that the Spreadsheets do not contain, and therefore the information provided by Gaya at the interview was incomplete. Mr Gaya refused to allow the BWF to have copies of such bank statements.
71. By letter of 14 February 2018, the BWF SG made a second demand for the same material.
72. By email of 13 March 2018, Mr Gaya provided an email response to the second demand. He contended he was not prepared to provide the documents requested because firstly they would fall into the hands of the press in Mauritius, and secondly because he had already provided spreadsheets with their contents. He raised a number of questions to the BWF asking for confirmation of its jurisdiction.
73. By letter of 23 March 2018, a third and final demand was made for the same material, with its production required by 6 April 2018.
74. Mr Gaya replied by email of 10 April 2018 repeating the points in his email of 13 March 2018 and adding that he had more than 10 bank accounts in Mauritius and that his lawyer's opinion was that the investigation could only be concerned with the US\$ accounts at Barclays, HSBC and SA Bank.
75. By email of 16 April 2018, the BWF Legal Manager replied explaining the jurisdiction of the BWF and the confidentiality under which the documents would be kept. He noted that the deadline for the production of the documents had now passed.
- By email of 30 April 2018, Mr Gaya replied stating he was entitled to have an answer to the questions he had posed in his email of 13 March 2018.
- By email of 4 May 2018, the BWF Legal Manager replied once more stating that the deadline had now passed.
76. The BWF instructed a Forensic Accountant, Prem Dass of Navigant, to review the materials obtained in the course of the investigation. His report is dated 14 May 2018 (the "**Dass Report**").

77. The Dass Report:

- a. Analyses the payments made by the BWF to the BCA from 2011 to June 2017. The total sum paid was \$2,532,059 (Section 3)
- b. Considers the BCA's accounts and bank statements and analyses the receipts of the BCA and its payments (Section 4). In summary:
  - i. About 97% of the BCA's funding came from the BWF;
  - ii. The BCA had receipts of about \$2.6M between 2011 and June 2017; and
  - iii. The BCA paid Mr Gaya a total of \$1,098,906 in that same period.
- c. Records that:
  - i. There is no record of any decision of the BCA or MBA to pay monies destined for the MBA into the personal accounts of Mr Gaya;
  - ii. The Spreadsheets that Mr Gaya provided in his interview do not contain the same detail as would be present in the source bank accounts that he had refused to provide, and so these Spreadsheets could not be relied upon to be accurate;
  - iii. The Spreadsheets record funds from the BWF and BCA in US Dollars and do not include any Mauritian Rupee transactions; and
  - iv. The Spreadsheets do not have a useful narrative for withdrawals, with 81% being described as only 'Cash to Me'.
- d. Against those observations, the Dass Report noted that the BWF and the BCA together paid to Mr Gaya according to the Spreadsheets a total of \$1,279,800. The Dass Report reconciled the accounts of the BWF and the Spreadsheets by noting that the BWF paid some monies to both Mr Gaya's Mauritian Rupee accounts and the BCA accounts, with the Spreadsheets again noting that the sum of \$35,827 was paid to accounts of Mr Gaya which had not been included in the Spreadsheets.
- e. In respect of the expenses paid by the BWF, the Dass Report noted that:
  - i. \$173,757 was supported by invoices from 'Nitra Holidays'. Nitra Holidays is not a registered travel agent. Edoe noted that in fact the actual tickets were purchased from Atom Travel by Edoe himself. He also noted that Nitra Holidays appeared to be part of an entity 'Nitra Trading & Engineering', of which 'Nitra Trading' also provided shuttlecocks to the MBA. Finally, and most troubling, the entity was owned by friends of Mr Gaya.

- ii. \$60,162 was unsupported by any documentation
  - f. In respect of the records of MBA 'receipts' and BSA 'receipts' to the BCA, Dass noted that:
    - i. The underlying invoices i.e. the hotel bills, had not been provided
    - ii. The underlying invoices were again absent.
78. The Dass Report has analysed the expenditure recorded in the Spreadsheets against the payments known to have been provided to Mr Gaya by the BWF and the BCA. It is obviously to be expected that if the expenses claimed for by Mr Gaya, whether to the BWF or to the BCA, or whether for expenses personally incurred by Mr Gaya, or incurred by Mr Gaya genuinely on behalf of the MBA, that there would be a net position of zero. Expenses should only be paid against expenditure properly and legitimately incurred on actual expenses.
79. Instead, Dass found that there was a substantial accumulation of income by Mr Gaya from the monies paid to him by the BWF and the BCA. The excess of income over expenditure had not been explained on the basis of the documents that Mr Gaya himself had produced, whereby he had claimed more in expenses than which he had incurred. The range of this 'expenditure gap' is between \$498,583 and \$277,438 in the period 2011 to June 2017.
80. Mr Gaya was interviewed on two occasions. The first interview was conducted on 15 December 2017 but regrettably the recording equipment failed to record it. The second interview was conducted on 4 February 2018 and has already been mentioned in para 70 above. However, during the interview the following key points emerged:
- a. Mr Gaya admitted receiving monies destined for the MBA from the BCA into his personal account. He gave the purpose of doing so as to avoid the government reducing funding for the MBA.
  - b. Mr Gaya admitted creating the MBA Receipts and sending the letter of 23 March 2016 to Larry Keys of the BCA. He claimed he had also copied the letter to Mungroo.
  - c. Mr Gaya admitted saying that he had used MBA money in his account for African purposes, explaining it was to help small countries with their subscriptions.
  - d. Mr Gaya admitted some of the money allocated by the BCA for a program called "Road to Rio" was used for "other purposes".
  - e. Mr Gaya explained he had spent some monies with Nitra, an entity which sold both air tickets and shuttlecocks, and that Nitra was run by Dev Balloo. Gaya also admitted he had bought shuttlecocks from Sodnac trading which was an entity run by his ex-wife's relative, Bijay Kissondyal.

- f. Mr Gaya disposed of a mass of paperwork in May 2017 because he had nothing to do with the sport of Badminton after May 2017, and so did not have any records of the expenses he made with the monies sent to the MBA.

### **BWF Allegations**

- 81. In light of what had unfolded during the course of the investigation, the BWF decided to investigate specific instances of expenditure related to the allegations against Mr Gaya.
- 82. The Road to Rio Fund:
  - a. The BCA allocated a fund of money in the period January 2013 to June 2016 to facilitate badminton players qualifying for the Rio Olympics. The fund was called the “Road to Rio Programme”. The BCA allocated \$21,485 to the MBA for that purpose and paid \$19,150 Mr Gaya for that purpose, of which about \$18,000 should have been paid to the Mauritian player Kate Foo Kune.
  - b. Kate Foo Kune states in her witness statement that notwithstanding that allocation, and notwithstanding that money being paid to Mr Gaya, she only received \$1,100 from Mr Gaya for her development as a player for the Rio Olympics. That money was only paid after she was forced to pester him and was paid in cash. In addition, generally Mr Gaya was evasive and did not reveal to Kune that she was due the money from the fund (i.e. it had been allocated to her by the BCA).
- 83. Shuttle Time:
  - a. In 2015, the BCA allocated \$6,000 to the MBA to allow school teachers to be helped to be trained in the basics of Badminton, and that sum was paid to Mr Gaya’s personal bank account for that purpose.
  - b. Annirao Dajee, who was involved in providing coaching for the Shuttle Time programme, said the cost of the programme was only \$1,940.
- 84. Prize Money
  - a. In 2015, the BCA allocated \$6,000 to the MBA for prize money at the Mauritius International to be held in June 2016 and this sum was paid to Mr Gaya’s personal bank account for that purpose.
  - b. Edoo confirmed that those monies were not paid in prize money to the players.

85. Referees Allowances

- a. Between 2011-2016, the BCA allocated \$3,485 to the MBA to pay Mauritian Referees to officiate at International tournaments and that sum was paid to Mr Gaya's personal bank account for that purpose.
- b. Hassenkhan Hyderkhan was such a referee. He did not receive the money allocated to him by the BCA and paid to Mr Gaya. Mr Gaya told him that he would not receive payment for local tournaments in Mauritius, which was not the case.

86. Air tickets and shuttlecocks:

- a. The BCA paid monies to Mr Gaya for shuttlecocks and for air tickets, these were paid against receipts from SODNAC and NITRA to Mr Gaya's account and not supported by detailed invoices.
- b. Ravin Sandrasagen a former President of the MBA supplied shuttlecocks. When he did so to Mr Gaya, Mr Gaya did not seek any receipt and/or Sandrasagen did not provide one.
- c. Zumburani notes that \$6,750 was allocated and paid to Mr Gaya for shuttlecocks, for which the MBA provided only one receipt (an MBA Receipt) for \$1,250.

87. Schools Tournament:

- a. In 2015 and 2016, the BCA allocated \$16,278 in total (\$6,860 in 2015, and \$9,418 in 2016) to the MBA for the All Africa tournaments for schools, these monies were paid to Mr Gaya, but the MBA provided receipts (an MBA Receipt) for only \$11,174.
- b. Edoo discovered that in 2016 the participating schools were also funded from sources other than the MBA.

88. NITRA and SODNAC

- a. The consideration of the validity of the receipts from these entities must be considered against the evidence of Sandrasagen, namely that in April 2018 Mr Gaya approached him by telephone and asked him to provide a backdated invoice for the year 2016 for shuttlecocks, to the value of Rs 85,000, which Sandrasagen had not sold. This is the clearest evidence of Mr Gaya attempting to create false invoices.
- b. Thomas Delaye Fortin has made enquiry of the records of trading entities in Mauritius. His investigations reveal that:
  - i. Nitra is a general trading company and was set up by Balloo Santaram, who is a director of Best Dairy Company Limited. Mr Gaya is also a director and manager of that Dairy Company, and

there is no registration of Nitra working as travel agency or supplier of sports equipment

- ii. Sodnac Trading is a general trading entity set up by Kissondyal Betchoo, who is also a shareholder in the Best Dairy Company Limited.

### **BWF Submissions**

- 89. The BWF submits that in the relevant time period, Mr Gaya, on his own admission, and by the evidence of Pultoo, Mungroo and Nagel, had produced a substantial number of forged documents. The production of a forged document is of itself dishonest. The dishonesty is compounded by the “bare lie” in the letter of 26 March 2016 that the MBA could not receive foreign currency.
- 90. The general purpose of the forged documents is clear says the BWF. It was to allow funds intended for the purposes of benefitting the MBA and the sport of Badminton in Mauritius to be:
  - a. Paid to Mr Gaya; and
  - b. To be controlled by Mr Gaya without further financial or governance control of the MBA.
- 91. Once the monies were paid to Mr Gaya he had, on his own admission, used them for purposes other than those that he knew them to be intended to be used for and for purposes other than promoting the sport of Badminton. The purposes he did use those monies for included political purposes.
- 92. The analysis of the accounting documents reveals that Mr Gaya has claimed more in expenses from the BWF and/or the BCA than he has expended. He has therefore profited from expense claims.
- 93. The BWF believes there is a clear and obvious conclusion to be drawn that Mr Gaya’s profiting from expenses has been achieved by:
  - a. Not paying monies out to persons who were entitled to those payments or by making excessive claims for expenses for sums never expended; and
  - b. Proving false invoices from connected persons (Nitra and/or Sodnac) or using Nitra and Sodnac to profit from genuine suppliers of services (e.g. Atom or Sandrasagen).
- 94. Mr Gaya has also created a conflict of interest by using Sodnac and Nitra in his dealings with the BCA and/or BWF.
- 95. As a bare minimum, Mr Gaya could be expected to have acted honestly and with transparency by producing detailed records of expenses and expenditure with underlying supporting documentation (i.e. actual receipts and records of

expense for air tickets and the like). He has failed to do so, contending, which is not accepted, his records had to be destroyed in May 2017 for the false reason that Mr Gaya was not pursuing any interest in Badminton.

96. Even if Mr Gaya did in fact use the monies properly, he would still have acted dishonestly and without transparency because his proclaimed reason for receiving personal payments was to avoid the Mauritian government removing funding from the MBA, which it is submitted was simply not true. This was deceptive.
97. Those eight submissions made by the BWF individually, if proved on the balance of probabilities, demonstrate that Mr Gaya has acted with a deceptive, dishonest purpose for many years. Cumulatively they establish that he has acted in such a manner to profiteer personally from his dishonest conduct.
98. Lastly, the BWF, referring to Demands a Covered Person has to follow pursuant to Art. 5.11 of the Procedures, submits that Mr Gaya, “has attempted to thwart and prevent investigation into his misconduct by refusing to provide the documents required and properly the subject of multiple Demands by the BWF. Of itself, in the circumstances that Mr Gaya has handled, dealt with and used funds of the MBA for his own purposes, and mixed those funds with his own money, is astounding. Coupled with the evidence of forgery, deception, dishonesty and profiteering, as a whole this is demonstrative of his attempt to conceal misconduct.”

#### **Mr Gaya's Claims in the Interviews with BWF**

99. In the interviews conducted on 15 December 2017 and 4 February 2018 Mr Gaya contended that
  - a. He had paid players in cash in envelopes;
  - b. He paid officials in cash;
  - c. He had paid Kate Foo Kune more than \$1100 for the Road to Rio funding, but some money had gone to the MBA for her expenses;
  - d. A grant for a school's fund in 2011 of \$4,500 may have been spent on air fares;
  - e. In respect of allocation of funds by the BCA to the MBA, “When we receive money under item A, B, C D maybe spending it differently could be on item X, Y, Z”;
  - f. He had had bank statements for 2011-2017, and had prepared spreadsheets from them, because he did not want them to go into the press; and
  - g. He used some of the money sent to the MBA to pay for hotels for African visitors to tournaments in Mauritius.

## **D. FINDINGS**

100. While the Panel has carefully considered all the facts, evidence, allegations and arguments submitted by BWF in writing, the Panel refers in these findings only to the submissions and evidence it considers necessary to explain its reasoning.

### **Right to be heard**

101. The Panel has done its utmost to ensure that Mr Gaya receives BWF's submissions, as well as the letters from the Panel, so that he was given the fullest opportunity to respond and exercise his right to be heard. The Panel states that Mr Gaya – after initially participating in the BWF's investigation - refused to respond.
102. The Panel has examined in detail, and relied upon, the numerous written witness statements submitted by the BWF.

### **Governance Concerns**

103. Reading the details of this case, the Panel would first like to state that the lack of Good Governance in respect of the financial affairs by all sport organisations, mainly the MBA and BCA, but also the BWF, has fallen well below recognised best practice and standards. Over a long period of time, no appropriate robust system for keeping an audit trail of the allocation and use of funds has been in place.
104. Accepting and – even after doubts have been raised – upholding payments of considerable sums into a private bank account demonstrates a fundamental lack of diligence.
105. Additionally, the accumulation of power in one individual within a sport in a particular region, i.e. Mr Gaya's multi-functions in MBA, BCA and BWF, should have led to even more scrutiny and represents a lack of understanding of the key governance principle of conflict of interest.
106. Taking into account that cases of corruption and fraud in international sport have been prominently in the media since at least the scandals surrounding FIFA and IAAF, i.e. since 2011/2013, there is no excuse for the naivety shown here, especially after the first signs of wrongdoing had become apparent.
107. Given this situation, and the reluctance of the Respondent to attend a hearing and to answer to the BWF's charges, the Panel focuses in its decision on the damage to the reputation of Badminton and sport on the whole caused by Mr Gaya. The Panel does not see it as its obligation to make a decision on every single charge / instance of alleged misconduct submitted by the BWF.
108. In the Panel's view it is up to the BWF, BCA and MBA to chase the money and see whether there is any chance of being compensated by going to the state courts.



## **Main Facts from the Witness Statements**

109. The witnesses Mungroo (MBA President from 2013 – 2017) and Pultoo (Secretary General of MBA since 2013) both confirm in their written witness statements that – as alleged by BWF - several letters bearing their signature were forged. They also describe how over a number of years Mr Gaya managed to have money intended for Badminton related purposes paid into his personal bank account.
110. Herman Nagel, the COO of the BSA, in his witness statement confirms that three letters allegedly sent by him in July 2015 to BCA as financial claims are faked. He explains in detail that this can be seen as there is no reference number and the phrase "Yours faithfully" is used, which he claims he never uses.
111. These letters had been produced by Mr Gaya when BSA asked for confirmation of monies that BCA had sent to BSA, as confirmed by Zumburani, the BCA treasurer since April 2014, in her witness statement.
112. Zumburani also states that after becoming treasurer she realized that there was no formal accounting system and payments had been going directly to Mr Gaya's and another person's personal accounts.
113. Zumburani continued with this practice, i.e. paying money dedicated to support the sport of Badminton in Mauritius into Mr Gaya's personal account, and did not talk to anybody else from MBA after Mr Gaya had told her that he is the only international contact for the MBA.
114. For the Panel it is difficult to imagine this way of financial administration.
115. Sahir Edoo, BCA Operations Manager since January 2016 and Acting Secretary General since June 2017, in his witness statement notes that he found the payments to Mr Gaya's personal bank account "very strange and could not understand why and how the BCA gave so much power for one person".
116. Hassenkhan Hyderkhan, a Badminton referee from Mauritius, refereeing as well on the international level, confirmed in his witness statement that he received no payments for officiating in six international tournaments in Mauritius between June 2011 and June 2015, whereas in other countries he was paid at least 100 USD per day when acting as a referee.
117. Hyderkhan also states that when he asked Mr Gaya for a reason for not being paid when refereeing in Mauritius, the answer was "When you do tournaments locally in Mauritius you are not paid." Hyderkhan later learned that money allocated was also to be used by the MBA to pay referees in international tournaments in the country.
118. Kate Foo Kune, a professional Badminton player from Mauritius, describes in her witness statement that she received only two cash payments from Mr Gaya – 600 USD 2015 at the South Africa International and 500 USD 2016 at the

Olympic Games in Rio – after she had asked him repeatedly about money to be paid to her from the "Road to Rio Programme". She confirmed that there were no additional payments to her from this programme. Her report on how she found out that there should be more money transferred to the MBA for supporting her, and how she even tried in a meeting to force Mr Gaya to be transparent, is a good example of an athlete fighting for her rights. This is supported by Sahir Edoo, who also remembered Kate Foo Kune asking Mr Gaya for the Road to Rio Programme.

### **The Panel's Findings as to the Merits**

119. Given these witness statements and the documents produced by BWF the Panel has no doubt that, orchestrated by Mr Gaya, over a considerable amount of time, money intended for Badminton purposes was paid into his personal bank account. This in itself is not acceptable for an official in charge of the administration of any sport organization.
120. The Panel states that Mr Gaya has not produced comprehensive robust receipts, nor given a reasonable explanation how the money was used. His statements in the interview do not meet the requirements of documentation on payments.
121. This conduct of Mr Gaya led, among other possible shortcomings, to MBA funds not being spent for sporting purposes, and to a referee and an athlete being deprived of financial support for their engagement in the sport of Badminton. Thus those who should be in the centre of the care of a sport official have been betrayed.
122. In the Panel's view Mr Gaya's behaviour has significantly damaged the sport of Badminton.
123. There is no other conclusion than that Mr Gaya has acted with a deceptive, dishonest purpose to serve his own financial interest, which has gone on over a prolonged period.
124. In the Panel's view, the BWF has fulfilled its burden of establishing that a violation has been committed on the balance of probabilities, in that it is more likely than not that the breaches of the relevant BWF Code have occurred.
125. The Panel has also taken note of the fact that no one interfered and therefore the opportunity for Mr Gaya to act like he did was substantial. This, too, has to be taken into account when taking a decision in this case.
126. The BWF Statutes and additional regulations since 2011 have always been clear that *"Anyone who deals with the Federation and /or shares in its activities in any capacity, notably those referred to in Clause 32, commits themselves by their actions to behave in a correct and ethical manner."*
127. Mr Gaya has continuously not acted in a correct and ethical manner.

128. Additionally, in the end, he even refused to cooperate with the BWF's investigation, despite the related obligation in the BWF Judicial Procedures. By not responding to the Panel's letters in this case, Mr Gaya showed that even now he is not willing to take over responsibility.

### **Sanction**

129. According to clause 16 of the BWF Judicial Procedures the following sanctions may be imposed:

"16.1.1 Reprimand;

16.1.2 Exclusion or suspension;

16.1.3 Disqualification;

16.1.4 Ban from competition or from performing a function;

16.1.5 Removal of ranking points;

16.1.6 Return of awarded prizes;

16.1.7 Withdrawal of sanction;

16.1.8 Fine;

16.1.9 Any combination of these penalties, including a combination of an Administrative Fine or other appropriate measure agreed by the Council.

16.2 If appropriate, the Hearing Panel concerned may recommend payment of money as financial compensation against those (in particular BWF Members, clubs, associations, players, officials) who have behaved in a negligent or inappropriate manner that has caused financial loss or damage to another party.

16.3 Any suspension is from all competitive events for such time as is seen fit, including possibly for life.

16.4 Any fine imposed on a Covered Person shall be notified to the Member to which the person belongs that shall have the responsibility for submitting payment to the BWF, within 60 days from the date of that notification.

16.5 Penalties related to Elected Officials can include suspension of Council membership for a period, and/or dismissal from Council. Where the penalty is dismissal from Council, Council (other than anyone charged with an offence) votes on the penalty. A simple majority in favour confirms the penalty, while failure to secure a majority causes the penalty to be reconsidered by the relevant Hearing Panel and a new penalty proposed."

130. For all the aforementioned reasons detailing the scale of Mr Gaya's misconduct and wrongdoing, the Panel sees a life ban from all activities within the sport of Badminton as being the only appropriate and proportionate sanction.
131. Given the financial harm caused, especially to Hassenkhan Hyderkhan and Kate Foo Kune, a fine of US\$50,000 has to be imposed. According to clause 16.2 of the Procedures, the Panel recommends that out of this amount of US\$50,000:
- a) US\$600 is to be paid to Hassenkhan Hyderkhan, as he did not receive daily payments for six international tournaments in Mauritius between 2011 and 2015 (see para 85 and 116 above); and
  - b) Another US\$5,000 is to be paid to Kate Foo Kune as she only received US\$1,000 from the Road to Rio Programme but was due up to US\$18,000 (see para 82 above).

### **Costs**

132. Having heard no submissions on costs, the Panel orders that the parties are to bear their own legal and other costs in relation to the proceedings.

**E. DECISION**

1. Raj Gaya is banned from performing any function in Badminton for life.
2.
  - a) Raj Gaya is ordered to pay a fine of US\$50,000.
  - b) Out of this amount of US\$50,000 US\$600 is to be paid to Hassenkhan Hyderkhan and US\$5,000 to Kate Foo Kune by BWF.
3. The parties are to bear their own legal and other costs with respect to the proceeding.



**Annabel Pennefather**



**Sylvia Schenk  
(Chair)**



**Kevin Carpenter**



**FEDERATION CAMEROUNAISE DE BADMINTON**

*BADMINTON FEDERATION OF CAMEROON*

*Affiliated to the Badminton World Federation & the Badminton Confederation of Africa*

Yaoundé, le 21 mars 2019

**MOTION**

Objet: Candidature aux postes de Président  
et "Deputy President" de la BCA

La Fédération Camerounaise de Badminton propose que l'élection aux postes de Président et de "Deputy President" de la Confédération Africaine de Badminton (BCA) soit soumise aux conditions suivantes, à remplir par les candidats:

1. être Président de sa fédération nationale;
2. Avoir siégé au Conseil d'Administration de la BCA pendant au moins quatre (04) ans.

**Odette ENGOULOU**

Présidente





Ref : 00144/PR-FEGUIBA-22019

ATT: SECRETAIRE GENERAL BCA

RE : Soutient de la motion du Cameroun relative aux élections.

Monsieur le secrétaire General

La Fédération Equato-Guinéenne de Badminton vient par le biais de cette note soutenir la motion de la Fédération Camerounaise de Badminton pour les conditions soumises à l'élection du Président et Vice-Président de la BCA

Merci

Malabo 21 Mars 2019



EL PRESIDENTE  
**ZIBHINO RODRIGUEZ ANGO**  
PRESIDENT FEGUIBA

**ANNEXURE E – BCA AGM 2019**

**ELECTION OF ONE BCA COUNCIL MEMBER**



**BADMINTON CONFEDERATION AFRICA**

**2019 ANNUAL GENERAL MEETING**

**AGENDA ITEM 8**

**NOMINEES FOR COUNCIL POSITION**





**Badminton  
Confederation  
Africa**

**Nominations for Election – BCA COUNCIL MEMBER  
(2019 - 2021)**

Nominee	Proposer	Seconders
<b>BENINGA BALCILIA Guy Armand (CAF)</b>	Federation Centrafricaine de Badminton (CAF)	Federation Ivoirienne De Badminton (CIV)
<b>ORBIH Francis (NGR)</b>	Badminton Federation of Nigeria (NGR)	Egypt Badminton Federation (EGY) Zambia Badminton Association (ZAM)
<b>RAVALISON Jean Aimé Ramaniraka (MAD)</b>	Federation Malagasy de Badminton (MAD)	Federation Beninoise de Badminton (BEN) Badminton Kenya (KEN) Badminton Federation of Namibia (NAM)



**ANNEXURE F – BCA AGM 2019**

**FEDERATION RULES**



**BADMINTON CONFEDERATION AFRICA**

**2019 ANNUAL GENERAL MEETING**

**BCA ELECTION GUIDELINES**

The following is a set of guidelines drawn by Council as required by Rule 10.4. It must be followed by all the stakeholders concerned with any election held in BCA, it covers areas that are not defined in details in the constitution (Rule 10) and describes the flow of actions to be followed.

1. At least 3 months before the date fixed for the meeting where the elections will be held, SG send a notice to all MAs calling for nomination for the position(s) available for election. The notice shall contain the following information:
  - 1.1 The position(s) available for election.
  - 1.2 The closing date for nominations.
  - 1.3 The date and venue of the meeting where election will be held.
  - 1.4 Copy of Rules 10.1, 10.2 and 10.3 of BCA constitution governing the calling for nomination and what is a valid nomination.
  - 1.5 Copy of these Election Guidelines.
  - 1.6 Candidate shall be nominated by an MA, will be known as the nominating MA.
  - 1.7 Candidate shall be seconded by another MA, will be known as the seconding MA.
  - 1.8 Both the nomination and seconding must be in writing and sent to the Secretary General so as to reach him at latest by **midnight (GMT +4) on (closing date for nominations)**.
  - 1.9 Both, the nominating and the seconding MAs must have paid their BCA/BWF subscriptions as at the **(closing date for nominations)** to have a valid nomination.
  - 1.10 List of EB members with their contact details.
2. Within one week after having sent out the notice calling for nominations, SG shall request from BWF a list of those MAs who have not yet paid their annual subscriptions and circulate it to all MAs together with the list of unpaid BCA subscriptions.
3. BWF subscriptions are paid directly to BWF by MAs, BCA do not receive any regular communication from BWF about which MAs have paid or have not paid their subscriptions. SG does not have direct access to information about MAs who have paid their subscriptions nor has he any control on such information as these are dealt with directly by BWF. On reception of a nomination or seconding, SG will only remind the MA to make sure their annual subscriptions have been paid. It is the responsibility of the MA nominating or seconding a candidate(s) to make sure its subscriptions have been paid to have a valid nomination as at the closing date.
4. A candidate whose nomination has not complied with the statutory requirement as stipulated in above 1.6-1.9 and Rules 10.1, 10.2 and 10.3, will not be considered as a valid nomination, thus will not be on the order paper of the AGM.

5. On reception of a nomination or seconding, SG will within 4 days acknowledge receipt of the nomination or seconding and will remind the concerned MA of the conditions (1.6 to 1.9) to be fulfilled to have a valid nomination.
6. For any nomination or seconding sent to SG less than 4 days to the closing date for nominations, he is not bound to fulfill the requirement of No 5 above. However, if as at the closing date the said nomination(s) have complied with the statutory requirement as stipulated in 1.6-1.9 above and in Rules 10.1, 10.2 and 10.3, it will be a valid nomination.
7. If for any reason, an MA has not received a communication from SG as stipulated in No 5 above with regard to the nomination or seconding they have sent, the MA shall before the closing date send those documents to the EB members whose contact details are in the notice calling for nominations. If as at the closing date, the said nomination(s) have complied with the statutory requirement as stipulated in above 1.6-1.9 and Rules 10.1, 10.2 and 10.3, it will be a valid nomination.
8. If anytime within the nomination period, SG considers that there is any issue whatsoever with any nomination(s) and it may bring doubts in the process, he shall bring the matter to the attention of the EB. The EB shall within 4 days instruct SG the course of action. If for any reason within the 4 days the EB do not give any instruction to SG on the way forward, he shall take the appropriate measures to the best of his judgment.
9. After the closing date, within 4 days, SG shall compile all the nominations with compliance information and send them to EB, who shall within 4 days instruct SG which are the nominations that shall be circulated to MAs as valid nominations to be considered by the AGM.
10. If EB do not give any instruction to SG as required in No 9 or is unable to make a decision within the 4 days on the nominations as required due to its own members are standing for election or for any other reasons, SG shall circulate to MAs the nominations that have complied with the statutory requirements as stipulated in 1.6-1.9 above and Rules 10.1, 10.2 and 10.3. These nominations will be considered valid for election at the AGM.
11. Nomination(s) made by Council as per the Rule 10.1 shall be circulated to MAs together with other valid nominations.
12. After the closing date, within two week, SG shall send a notification to the MAs whose nominations have been declared not valid due to non-compliance with statutory requirements as stipulated in above 1.6-1.9 and Rules 10.1, 10.2 and 10.3. The concerned MAs may lodge an appeal to Council as stipulated in Rule 19.2. If the appeal to Council is successful, SG shall send a revised list of valid nominations to MAs. In case the appeal is rejected, the concerned MAs may

lodge an appeal to the AGM, in which case the AGM shall consider the appeal before proceeding with the elections.

13. At the time of election, if there is only one valid nomination for a position, the candidate shall be declared elected on the floor.
14. A candidate, whose nomination is considered valid, shall be considered by the AGM irrespective whether he is present or absent in the meeting where the election is held.
15. Whenever needed Council shall review these guidelines and inform MAs about the changes that will be effective for future elections.
16. Once the notice calling for nominations for any election is sent out, Council cannot bring any changes to these guidelines until the election process is complete.
17. For any BCA elections, no proxy voting will be allowed.
18. A delegate will be allowed to vote for election if he fulfills Rule 17 of the BCA Constitution and is either the President, Secretary General or any elected member of the MA's board he is nominated to represent; or a staff member who has been employed for no less than 12 months.

**ANNEXURE G – BCA AGM 2019**

**MEMBER ASSOCIATIONS VOTING STRENGTH**



**BADMINTON CONFEDERATION AFRICA**

**2019 ANNUAL GENERAL MEETING**

**MA VOTING STRENGTH**



**Badminton  
Confederation  
Africa**

5 January 2019

**2019 MAs VOTING STRENGTH**

As per Rule 17.4 of the BCA Constitution, the voting strength of MAs is determined by the following:

<b>Vote</b>	<b>Details</b>	<b>Maximum number of votes</b>
<b>A</b>	Unit of Subscription paid for the current year (Depending on unit of subscription paid)	<b>3</b>
<b>B</b>	Organise International Open in the precedent year	<b>1</b>
<b>C</b>	One Team Participated in the African Champ in the precedent year	<b>2</b>
<b>D</b>	One Team Participated in the African U15/U19 in the precedent Year	<b>2</b>
<b>E</b>	One Team Participated in the African School Champ in the precedent Year	<b>2</b>

To be able to vote, MAs must be in good standing as per Rule 17 of the Constitution.

With regards to Rule 17.4.1, please find below the Voting Strength of each MA for the year 2019:

Sn	MAs	Unit of BWF Subscription	Unit of BCA Subscription	Vote A	Vote B	Vote C	Vote D	Vote E	Total Votes
1	Algeria	1	2	3	1	2	2		8
2	Benin	1		1	1		2	2	6
3	Botswana	1	2	3	1				4
4	Burkina Faso	1		1					1
5	Burundi	1		1					1
6	Cameroun	1	1	2	1	2			5
7	Central Africa	1		1					1
8	Congo	1	1	2					2
9	Cote D'Ivoire	1	1	2	1	2	2	2	9
10	DRC Congo	1		1					1
11	Egypt	1	2	3	1	2	2		8
12	Equatorial Guinea	1		1					1
13	Eritrea	1		1					1
14	Ethiopia	1	1	2					2
15	Ghana	1	1	2	1	2		2	7
16	Guinea	1		1					1
17	Kenya	1	1	2					2
18	Lesotho	1		1					1
19	Libya	1		1					1
20	Madagascar	1		1					1
21	Malawi	1		1					1
22	Mauritania	1		1					1
23	Mauritius	1	2	3	1	2	2		8
24	Morocco	1	2	3		2	2		7
25	Mozambique	1		1					1
26	Namibia	1		1					1
27	Niger	1		1					1
28	Nigeria	4	2	3	1	2	2	2	10
29	Reunion	1	1						0
30	Seychelles	1	1	2		2			4
31	Sierra Leone	1		1					1
32	Somalia	1		1					1
33	South Africa	4	3	3	1			2	6
34	St Helena	1		1					1
35	Sudan	1		1					1
36	Swaziland	1		1					1
37	Tanzania	1		1					1
38	Togo	1		1					1
39	Tunisia	1		1		2			3
40	Uganda	1	1	2	1	2			5
41	Zambia	1	1	2	1	2			5
42	Zimbabwe	1	1	2		2		2	6
Total				65	12	26	14	12	129



**ANNEXURE H – BCA AGM 2019**

**CONSTITUTION**



**BADMINTON CONFEDERATION AFRICA**

**2019 ANNUAL GENERAL MEETING**

**BCA CONSTITUTION**

BCA Constitution as approved by the AGM on Thursday 17-May-18.	
<b>BADMINTON CONFEDERATION AFRICA (BCA)</b>	
CONSTITUTION	
<b>1.</b>	<b>NAME:</b>
1.1	The Confederation shall be known as the “ <b>Badminton Confederation Africa</b> ” (BCA).
1.2	BCA shall have an emblem with the map of Africa with a shuttle and other wordings, as may be approved in General Meetings.
1.3	In French, the name of the Confederation shall be “ <b>Badminton Confédération Africaine</b> ” (BCA).
<b>2.</b>	<b>DEFINITIONS:</b>
2.1	BCA – Badminton Confederation Africa.
2.2	BWF – Badminton World Federation.
2.3	MA – Member Association as described in Rule 3.
2.4	General Meeting – an official meeting attended by delegates of Member Associations and other authorised stakeholders
2.5	Delegate – means the physical person officially appointed on the delegate form by a MA to be its official representative in the General Meeting.
2.6	AGM – Annual General Meeting of MAs representatives as described in Rule 8.
2.7	EGM – Extraordinary General Meeting of MAs representatives as described in Rule 8.
2.8	EB – Executive Board set up by the Council as described in Rule 11.
2.9	Stakeholders in Rule 19.2:
2.9.1	- Means any organisation or corporate bodies legally or sportingly constituted such as an MA as defined in Rule 2.3 and 3.
2.9.2	- Any physical person acting in any capacity, as an elected or non-elected official of a MA, as a coach, as a technical official, as a player, a staff member or in any other such capacity that may be related to BCA affairs.
2.10	Parties in Rule 19.3 – defines same bodies or persons as defined in Rule 2.9 and 19.2.

2.11	Votes cast - mean the total number of valid votes (yes or no/for or against) that have been voted. Abstentions, blank ballots or wrongly voted ballots shall not be counted.
<b>3.</b>	<b>MEMBERSHIP:</b>
3.1	BCA shall have as members the National Badminton Associations herewith called Member Associations (MA) or similar organisations conducting the sport of Badminton in a country or territory of the African continent together with the adjacent islands, this subject to the Member Associations or organisations being a member of or recognised by the BWF.
3.2	Member Associations shall operate in such a way to enable the participation of their inhabitants without distinction of colour, race, creed, religion or political opinion.
3.3	The territorial region of BCA shall consist of all the countries of Africa including the adjacent Islands, as may be decided by BWF.
3.4	In no circumstances shall two organisations be recognised as Member Association or Associate Member in one country or territory. In case of dispute, the one recognised by BWF will be accepted in BCA.
3.5	In specific circumstances, an organisation running Badminton in a given territory may be accepted as an Associate Member of BCA, with the approval of BWF, and allowed to participate in BCA activities like other Member Associations: Council has power to decide on this matter.
3.6	In case of dispute on matters of jurisdiction within a given territory or country, Council may temporarily suspend the participation of a Member Association or Associate Member in any BCA activities and refer the matter to BWF for final decision.
3.7	Every Member Association shall supply to the Secretary General not later than 01 <sup>st</sup> April each year, a list of their current office bearers and their contact details and the name and contact details of a specific person with whom BCA will do all official communications for the said Member Association.
<b>4.</b>	<b>PURPOSES AND PRINCIPLES:</b>
	The purposes and principles of BCA includes:
4.1	Promoting and controlling the sport of Badminton and any other matter related to it, from a continental aspect, in all countries in the African continent.

4.2	To achieve general unity of action.
4.3	Enabling mutual recognition of Member Associations in their dealings with each other.
4.4	Making regulations for all events held in Africa and publishing them as the BCA regulations.
4.5	Ensuring the observance of BWF laws of Badminton and the BWF and BCA competition regulations in all competitions held in Africa.
4.6	Managing the funds of BCA in such manner as shall be deemed expedient.
4.7	Strengthening the bond of friendship between the existing Member Associations, encouraging and helping the setting up of new Member Associations in countries where there is none.
4.8	Upholding the principles on which BCA is founded; taking such measures as may appear expedient for advancing the interests of Badminton from a continental point of view, and generally doing such things that are incidental or conducive to the above objects or any of them.
4.9	The general and fundamental principles of the Olympic Charter are applicable and no provision of the rules and regulations of BCA shall be deemed to conflict with or derogate from those principles.
4.10	Member Associations constitutions shall not be in conflict with or derogate with those of BWF and BCA as far as possible.
4.11	To ensure that the activities of Member Associations are guided by and are not in conflict with the principles of BWF and BCA as far as possible.
4.12	To look into disputes between or within Member Associations, by appointing a mediator(s) or arbitrator(s) or a panel to look into the matter and recommend actions and/or sanctions if need be.
<b>5.</b>	<b>LANGUAGES:</b>
5.1	The official spoken and written language of BCA shall be English. However, French, Arabic and Portuguese may also be used for communications and publications.
5.2	In case of dispute or misunderstanding, the English version shall be accepted as the correct one.
5.3	Any document submitted for consideration shall be written in either English or French.

5.4	Discussions, presentations or debates in any Meeting shall be in either English or French.
<b>6.</b>	<b>REGIONS:</b>
6.1	The African countries shall be grouped into Regions as may be decided by the General Meeting, which will also decide on the number of Regions to have and it shall not be less than four or more than seven.
6.2	The activities in each Region shall be under the responsibility of a Council member as Vice President of that Region and he shall be from a country of that Region preferably.
<b>7.</b>	<b>MANAGEMENT:</b>
	The following bodies shall manage the affairs of BCA.
7.1	The General Meeting.
7.2	The Council.
7.3	The Executive Board (EB).
<b>8.</b>	<b>GENERAL MEETING:</b>
8.1	The ultimate decision making body is the General Meeting.
8.2	The General Meeting may delegate all or any of its powers to the Council or the Executive Board, to take decisions in the interval between two meetings.
8.3	The General Meeting shall be conducted in conformity with these rules; the chair shall have the final decision upon all points of order and matters of procedure, but shall not have the power to rule on matters of substance without the consent of the meeting.
8.4	The General Meeting may take any decision on any matter as may be considered important in the interest of Badminton provided that two-thirds majority of votes cast agree that the matter is of sufficient importance to be considered immediately. After which the matter may be discussed and decisions made.
8.5	Notice of AGM and EGM shall be sent at least six weeks before the date fixed for such meeting, but accidental omission to give notice to any party shall not invalidate the proceedings of a General Meeting.
8.6	Delegates of fifteen Member Associations who have paid their subscriptions for the current year shall form the quorum.

8.7	The Secretary General shall convene the General Meeting as directed by the Council or at the request of MAs as per Rule 8.17.
	<b>Annual General Meeting (AGM)</b>
8.8	The AGM shall be held once yearly at a place decided by the Council.
	<b>The business of the AGM shall be:</b>
8.9	To confirm the minutes of the last meeting and of any EGM (see Rule 8.19) held since the last meeting.
8.10	To receive the report of the Council.
8.11	To consider and approve the annual accounts duly audited, to approve the annual budget and to consider any other financial matters.
8.12	To elect members of the Council as and when that is due.
8.13	To consider and deal with proposals and motions as stipulated in Rule 18.
8.14	To consider matters related to Events and Development as may be recommended by Council.
8.15	To transact any other business of the Confederation.
8.16	To consider issues of subscriptions to be paid by Member Associations as recommended by Council.
	<b>Extraordinary General Meeting (EGM):</b>
8.17	An EGM may be convened at any time by the Council, or must be convened by the Secretary General on a date within 12 weeks of the receipt of a requisition in writing to that effect given by Member Associations who hold at least 50% of valid votes at that time. Every such requisition and the convening notice shall specify the business for which the meeting is to be convened.
8.18	The Council can call an EGM to consider any proposal or motion, provided due notice is given.
8.19	The minutes of EGMs shall be presented to the next General Meeting.
<b>9.</b>	<b>COUNCIL:</b>
9.1	The General Meeting shall elect the President, the Deputy President, the Treasurer, and 12 other members to form a Council of 15 members for a term of office of 4 years.

9.2	The President shall automatically become the BWF Vice President for Africa.
9.3	The mandate of the President, Deputy President and Treasurer shall be a four year mandate renewable once.
9.4	Council members assume office immediately following the conclusion of the General Meeting at which they were elected and they remain in office up to the conclusion of the General Meeting at which new elections are held.
9.5	The President, the Deputy President and the Treasurer being elected directly by the General Meeting, the Council shall confer the following responsibilities to its remaining members.
9.5.1	One Vice President for each of the Regions, the number of which shall be as decided by the General Meeting as per Rule 6.
9.5.2	The remaining members, if not elected as Chair of main committees shall act as simple members of the Council.
9.6	Council members upon election are not the representative of any Member Association on the Council; they cannot be suspended, dismissed or expelled from their function in BCA by any Member Association directly.
9.7	The Council or a Member Association seconded by another one may propose to the General Meeting to terminate the office of any elected official. The Council proposal does not need to be seconded but explained.
9.8	The Council may co-opt not more than five other members without voting rights, including BWF Council members from African countries, who are not elected members of the BCA Council.
9.9	The quorum for the Council meeting shall be eight members present and no proxies are allowed.
9.10	The Council shall appoint a panel of twelve persons among whom the President shall appoint a disciplinary committee composed of three to seven members as and when needed.
9.11	The Secretary General shall convene the Council with at least four weeks' notice.
9.12	Between two meetings, the Council may make decisions by mail agenda.
9.13	All the official documents biding BCA shall be signed by any two of the President, the Treasurer and the Deputy President.
9.14	Rule 9.13 do not apply to administrative documents that are signed by the Secretary General.

<b>10.</b>	<b>ELECTIONS:</b>
10.1	Nomination for election as President, Deputy President, Treasurer and as other members of the Council shall be made by a Member Association in writing. A different Member Association from the proposer shall second the nomination in writing. Such nomination and seconding letters shall be sent to the Secretary General so as to reach him at latest two months before the date fixed for the General Meeting where elections will be held.
10.2	The Secretary General shall circulate the list of valid candidates at latest three weeks before the date fixed for the General Meeting where the elections will be held.
10.3	Whenever an election is held, the notice calling for candidates shall be sent out at latest three months before the date fix for the General Meeting where election will take place and the closing date shall be at least two months before the date of the meeting.
10.4	For a nomination to be valid, it is the responsibility of the Member Associations nominating or seconding a candidate to make sure their subscriptions for the current year have been paid as at the closing date for nominations.
10.5	Council shall put in place guidelines to be followed by all the stakeholders concerned with elections.
10.6	Whenever a vacancy occurs on the Council, it shall be filled through election as stipulated in Rule 10.1. If the position requires an interim, the Council or the General Meeting shall appoint someone to the interim position.
10.7	Whenever a replacement election is held, the term of office of the elected candidate(s) will be to only complete the remaining term of office of the vacant position(s).
10.8	In spite, candidates have been called for a replacement election, Council may recommend to the AGM to not fill the vacant seat if the term of office of the position will end in slightly less or slightly more than one year. The final decision is made by the AGM.
10.9	At election, in case of parity of votes between two or more candidates, a second round of voting shall be held for them.
10.10	Only a maximum of two candidates from the same Member Association may be elected on Council, if there are more than two, only the two with more votes cast for them will be considered as elected.
10.11	Voting at elections shall be done by secret ballot.



<b>11.</b>	<b>EXECUTIVE BOARD (EB)</b>
11.1	The Council shall appoint an EB composed of the President, the Deputy President, the Treasurer and four other members of the Council.
11.2	The EB is authorised:
11.2.1	To take any urgent decision on the interpretation of the Confederation's rules.
11.2.2	To act on behalf of the Council between its meetings.
11.2.3	To nominate representative(s) to BWF sub-committees or to any other continental, regional or international body as and when needed.
11.3	The EB shall be responsible for matters in Rule 4.12.
11.4	The EB shall not have more than three members from the same Region.
11.5	The EB shall be responsible and deal with all staff/human resources matters.
<b>12.</b>	<b>THE PRESIDENT:</b>
12.1	He shall preside over all the meetings (except committees where another person is appointed as Chair) and has a casting vote in case of parity, except when voting at elections.
12.2	In his absence or incapacity or has resigned, the Deputy President shall act as President. In case both are absent or incapacitated or have resigned, the General Meeting or the Council shall appoint someone as acting President.
12.3	In the General Meetings, If both the President and the Deputy President are absent, the meeting shall appoint a Chair of the day.
12.4	He shall be responsible for all matters relating to membership.
12.5	He shall appoint the disciplinary committee.
12.6	He shall coordinate the work of all the committees.
12.7	He shall make an annual report to the AGM as part of the Council report.
<b>13.</b>	<b>THE SECRETARY GENERAL:</b>
13.1	He shall be the head of the administration, responsible for the day-to-day management and be the head of the staff.
13.2	He shall send notice for all meetings, where notice is required.
13.3	He shall send invitation for all events and other activities held under the aegis of BCA.

13.4	He shall attend the meetings of the Executive Board, the Council and the General Meeting without voting right.
<b>14.</b>	<b>THE TREASURER:</b>
14.1	He shall be responsible for all financial matters.
14.2	He shall prepare the annual accounts & financial report and the annual budget to be considered by the General Meeting.
<b>15.</b>	<b>FINANCE:</b>
15.1	The financial year shall close on 31 <sup>st</sup> December each year or at any other date as may be decided by the General Meeting.
15.2	A qualified auditor shall be nominated by the General Meeting or the Council to audit the accounts.
15.3	Each Member Association shall pay an annual subscription, as may be decided by the General Meeting.
15.4	Beside the BWF subscriptions, each Member Association shall pay annual BCA subscriptions, as may be proposed by Council and decided by the General Meeting.
15.5	In case, the General Meeting decides that Member Associations shall pay a BCA annual subscription (Rules 8.16, 15.3 and 15.4); Council shall decide which Member Associations shall pay it and the amount to be paid.
15.6	Member Associations must have paid all their subscriptions for the current year to be able to exercise any membership right. BCA subscription is subject to Rules 15.3, 15.4 and 15.5.
15.7	BCA may have more than one bank account in any country and in any currency as may be decided by the Council. The signatory to the accounts shall be any two of the President, the Treasurer and the Deputy President.
<b>16.</b>	<b>COMMITTEES:</b>
16.1	The Council shall appoint such committees or sub-committees with such terms of reference as may be deemed necessary.
16.2	The main committees of the Council shall be chaired by elected members of the Council.

16.3	The Chair of each committee shall oversee the activities related to the committee.
16.4	The Chair of the main committees shall submit an annual report, which will be tabled in the AGM as part of the Council report.
<b>17.</b>	<b>REPRESENTATION AND VOTING STRENGTH AT GENERAL MEETINGS:</b>
17.1	Each Member Association has the right to appoint not more than two delegates to represent it at the General Meeting. Both delegates shall have the right to speak, but neither shall be permitted to second a proposal or motion made by the other.
17.2	Whenever a Member Association is represented by two delegates in the General Meeting, only one delegate shall cast all the votes to which the said Member Association is entitled.
17.3	It is the responsibility of Member Associations to make sure their delegate nomination form is correctly filled and is received by the Secretary General at latest 24 hours before the starting time of the General Meeting.
17.4	Member Associations are entitled to one vote per unit of subscriptions paid for the current year (known as vote A), in any case not more than three votes are allowed per Member Association based on subscriptions. Then Member Associations will have one or two additional votes (B to E) for each of the following based on precedent year data: Organise International, one additional vote. One team in Africa championship, two additional votes. One team in Africa U15/U19 championship, two additional votes. One team in BCA schools championships, two additional votes.
17.4.1	At the beginning of the year, the Secretary General shall publish the number of votes each Member Association will have in the current year.
17.5	Delegates of Member Associations whose annual subscriptions for the current year have not been paid at latest 24 hours before the starting time of the General Meeting shall not be allowed to vote at the meeting.
17.6	No person shall act as the delegate of more than one Member Association.
17.7	Delegates from non-paid Member Associations, Associate Member Associations and other stakeholders or guests have the right to attend and speak at General Meeting, but have no voting rights.

<b>18.</b>	<b>PROPOSALS OR MOTIONS:</b>
18.1	Notice in writing of any proposals or motions to be considered by the General Meeting may be given by any Member Association. It must be seconded by another Member Association to be valid.
18.2	The proposals or motions and its seconding shall be sent to the Secretary General so as to reach him at least two months before the date fixed for that meeting.
18.3	Any valid proposal or motion received by the appropriate date must be circulated to Member Associations at least three weeks before the date fixed for the General Meeting.
18.4	The Council is allowed to make proposals or motions to be considered by the General Meeting with due notice. Proposals or Motions made by the Council do not need to be seconded, but explained.
18.5	Before a valid proposal or motion be discussed and voted upon, the chair will invite a delegate to support/present it. Thereafter the chair will ask whether a delegate from another Member Association is prepared to second the proposal or motion. If no delegate is prepared to second it, it will not be discussed or voted upon.
18.6	The Chair of the meeting shall not accept any amendment, other than one of wording, which does not alter the meaning or intent of the original proposal or motion, unless it has been sent to the Secretary General at latest four weeks in advance of the meeting. The Secretary General shall circulate the amendments received to Member Associations before the meeting.
18.7	For a proposal or motion to be valid, it is the responsibility of the Member Associations proposing or seconding it to make sure that both are received by the Secretary General by the stipulated closing date and the annual subscriptions of both Member Associations have been paid as at the closing date.
<b>19.</b>	<b>OTHERS:</b>
19.1	BWF rules and regulations shall apply to all matters not stated in this constitution.
19.2	In case of dispute on any matter, any stakeholder can make an appeal to the Council. If the concerned stakeholder is still unsatisfied, an appeal shall be made to the General Meeting.

19.3	Parties unsatisfied with decision reached under Rule 19.2 may appeal only to BWF for arbitration and no party has the right to bring the said matter elsewhere or to a court of justice.
19.4	If any stakeholder takes BCA disputes and other matters elsewhere than within BCA or to BWF for arbitration, then that stakeholder is automatically no longer authorised to participate in any meeting of BCA, until the case is discussed and decided in the General Meeting.
19.5	Disputes that have not followed Rule 19.3 and 19.4 shall be considered null and void.
19.6	Council shall put in place guidelines to be followed by all the stakeholders concerned with appeals.
19.7	Proposal or motion to alter or change the Constitution can only become effective with a two-thirds majority of votes cast.
19.8	Amendments/changes to the constitution shall become effective immediately after being voted by the General Meeting, unless decided with conditions.
19.9	All matters that need voting (except first part of Rule 8.4; Rule 19.8 and Rule 20.1), shall be decided by simple majority of votes cast.
19.10	Except at elections (Rule 10.12), any other decision that requires voting shall be done by a show of hands or secret ballot as may be decided by the meeting.
19.11	Words signifying the masculine gender in this Constitution include the feminine and neuter genders and vice versa.
<b>20.</b>	<b>DISSOLUTION:</b>
20.1	BCA shall not be dissolved except at an EGM specially convened for that purpose and the proposal or motion shall be carried by a majority of four-fifths of the votes cast in that respect.
20.2	All the assets and the balance of funds in hand or in bank, if any, shall be transferred to BWF.

