

In the matter of alleged Corruption Offences under the Tennis Anti-Corruption Program

Professional Tennis Integrity Officers

-and-

Amal Sultanbekov

Before Anti-Corruption Hearing Officer:

Janie Soublière

Representing the Professional Tennis Integrity Officers:

Alex Brooks

Ross Brown

Amal Sultanbekov:

Self-represented.

DECISION

INTRODUCTION

1. This dispute involves the Professional Tennis Integrity Officers ('PTIOs') and Amal Sultanbekov, an International Tennis Association ('ITF') and Association of Tennis Professionals ('ATP') tennis player.
1. On 1 December 2020, the PTIOs charged Mr. Amal Sultanbekov, [REDACTED] [REDACTED] and [REDACTED] (all 'Covered Persons' or individually 'the Player' herein) with various Tennis Anti-Corruption Program ('TACP') Corruption Offence charges relating to a match at the ATP Challenger tournament in [REDACTED] Uzbekistan on [REDACTED] June 2019 in which [REDACTED] [REDACTED] and Mr. Sultanbekov played [REDACTED] [REDACTED] and [REDACTED] [REDACTED] ('the Match'). [REDACTED] [REDACTED] and Mr. Sultanbekov lost the Match [REDACTED] [REDACTED]
2. Some Charges are faced by all three Covered Persons. Some Charges are faced only by [REDACTED] [REDACTED] Others are faced only by Mr. Sultanbekov and [REDACTED]

3. Janie Soublière holds an appointment as an Anti-Corruption Hearing Officer ('AHO') per section F.1 of TACP. The AHO was appointed without objection by either party as the independent and impartial adjudicator to determine this matter as set out in the 2020 TACP, which governs all procedural aspects of this dispute.
4. This dispute has been consolidated pursuant to section G. 1. c. of the TACP because all charges being faced by all three Covered Persons pertain to the same alleged conspiracy. Thus, the procedure for all Covered Persons has been joined with a sole hearing being held. However, a separate decision is issued for each Player.
5. This is the AHOs decision on liability with regards to Amal Sultanbekov ('Mr. Sultanbekov').
6. Mr. Sultanbekov's alleged Corruption Offences relate to the Match and the 2019 TACP has been used to determine liability.

THE PARTIES

7. The PTIOs are appointed by the Governing Bodies who participate in the TACP, namely the ATP Tour Inc. the Grand Slam Board, the ITF and the WTA Tour Inc. The PTIOs are responsible for administering the TACP and directing the Tennis Integrity Unit ('TIU'), now known as the International Tennis Integrity Agency ('ITIA'). Professional tennis is structured such that top-level men's tournaments are organized by the ATP, whereas lower-level men's tournaments, such as ITF Futures tournaments which are part of the ITF Pro Circuit, are organized by the ITF. A player must register with the relevant Governing Body to be eligible to compete in their tournaments.
8. Amal Sultanbekov is a 25-year-old professional tennis player from Uzbekistan. At the time the alleged Corruption Offences took place, he was registered with the ITF. To play in ITF tournaments Mr. Sultanbekov must obtain and use an ITF International Player Identification Number ('IPIN'). When registering for an IPIN, players confirm their agreement to the terms of the Player Welfare Statement thereby agreeing to comply with and be bound by the rules of tennis including the TACP. All players endorse the Player Welfare Statement on an annual basis, as Mr. Sultanbekov did in 2019.

THE NOTICE OF CHARGE

9. The alleged Corruption Offences that all Covered Persons have been charged with are outlined in the PTIO's 1 December 2020 *Notice pursuant to section G.1.a of the TACP* ('Notice'). The salient parts of the 1 December 2020 Notice read:

Charges

The Charges are split into three sections:

- 1. Charges faced by all of three of you.*
- 2. Charges faced by [REDACTED] only (including in the alternative).*
- 3. Charges faced by Mr. Sultanbekov and [REDACTED] (in the alternative only)*

Charges faced by all of you

Charge 1

You are all charged with a breach of Section D.1.k of the 2019 TACP: “No Covered Person shall, directly or indirectly, solicit, facilitate, or conspire to solicit or facilitate any other person to contrive, attempt to contrive or conspire to contrive the outcome or any other aspect of any Event.

On 12 February 2020, the TIU conducted an interview with [REDACTED] [REDACTED] (‘the [REDACTED] Interview’). [REDACTED] was issued with a life ban in 2017 for, amongst other offences, making corrupt approaches to other Covered Persons. In the [REDACTED] Interview, [REDACTED] alleged that the Match was fixed in accordance with an arrangement put in place between him and [REDACTED] with [REDACTED] ensuring the agreement of Mr. Sultanbekov and [REDACTED] to the arranged fix. [REDACTED] alleged that the agreed fix would be that the second set of the Match would be lost [REDACTED] This was the outcome of the second set.

During the [REDACTED] Interview, the TIU were able to access the [REDACTED] group account of [REDACTED] betting syndicate with username [REDACTED] [REDACTED] demonstrated the nature of the bets his syndicate had placed on the Match. The bets were for either the second set to be won [REDACTED] by [REDACTED] [REDACTED] and [REDACTED] [REDACTED] or for the total number of games in the set to be less than 6.5 (which is effectively a bet of [REDACTED]). In total there were six single bets placed in a three-minute period (together with one accumulator bet with one other match). The total sums bet for the six single bets was €7,286.44 which resulted in winnings of €32,167.43.

The TIU also performed a forensic download of [REDACTED] mobile phone (‘the [REDACTED] Phone’). The [REDACTED] Phone contains conversations with a contact named “ [REDACTED]”, which alleges is [REDACTED] and whose number is the same as the number registered by [REDACTED] with the ITF. The extracts of the conversations on 17 and [REDACTED] June 2019 evidence an agreement between [REDACTED] and [REDACTED] that [REDACTED] and Mr. Sultanbekov would lose the second set of the Match [REDACTED] and in exchange [REDACTED] would pay “10,000” (assumed to be in US Dollars). Key elements of the conversation are as follows:

- 1. The conversation opens on [REDACTED] June stating that “Bro we mast do doubles tomorrow”. [REDACTED] replies: “I know, But they are ready?”.*

“

10. [REDACTED] asks for the names for sending payment to in the event of a successful bet and [REDACTED] replies ‘ [REDACTED] [REDACTED] and ‘ [REDACTED] [REDACTED]
3. [REDACTED] then states “I will speak with guys, Also maybe they do second set”. [REDACTED] said “ok, I wait” and then later “Ok wait he go and we go set 2?”
4. A discussion follows around when final confirmation will be given of the fix. [REDACTED] states that “We must give signal before second set”. [REDACTED] agrees before stating “Set [REDACTED] 0 [REDACTED] So clean I love you, Be online”. [REDACTED] replies, “Ok bro, 10000”.
5. [REDACTED] then pushes for confirmation stating, “Bro when we going to give confirm” and [REDACTED] confirms again “Before set 2” and “Anyway is 99.9 confirm”.
6. [REDACTED] asks again stating “Ok, Confirm, ?, Bro, [REDACTED]” indicating that the second set may be starting shortly. [REDACTED] replies “Yes, Confirm, Ok”. Later he confirms “All perfect, [REDACTED] 6, We bet”. [REDACTED] also gives his own name for the money transfer.

On 15 July 2020, [REDACTED] was interviewed by the TIU (‘the First [REDACTED] Interview’). In the First [REDACTED] Interview [REDACTED] confirmed that [REDACTED] [REDACTED] and [REDACTED] Lose were [REDACTED]

The TIU also located evidence on the [REDACTED] Phone of four Western Union money transfers made to Mr. [REDACTED] [REDACTED]. The payments are as follows:

1. On [REDACTED] June 2019, a money transfer of USD 1,977.07 with reference WU 5795155380 was made to [REDACTED] [REDACTED]
2. On 19 June 2019, a money transfer of USD 3,000.86 with reference WU 1101953849 was made to [REDACTED] [REDACTED]
3. On 24 June 2019, a money transfer of USD 2,000.02 with reference WU 9147163696 was made to [REDACTED] [REDACTED] and [REDACTED]
4. On 25 June 2019, a money transfer of USD 3,000.01 with reference WU 1729702101 was made to [REDACTED] [REDACTED]

In the First [REDACTED] Interview [REDACTED] admitted that he had fixed the Match and that he had received money in relation to that fix, via his [REDACTED]. However, [REDACTED] made no admission regarding [REDACTED] and Mr. Sultanbekov.

On 22 July 2020, [REDACTED] attended a second interview with the TIU (‘the Second [REDACTED] Interview’).

In the Second [REDACTED] Interview, [REDACTED] changed his story and stated that he had told [REDACTED] that the Match was fixed but that he had not made any arrangement with [REDACTED] and Mr. Sultanbekov to fix the Match. He said that he had taken a chance with the outcome of the Match and was not concerned if [REDACTED] ended up losing his bets.

The PTIOs submit that it is impossible for the Match to have been fixed without [REDACTED] and Mr. Sultanbekov being in active agreement with the fix. That is especially so given the specific agreed score line of [REDACTED] in the second set – clearly, no one would fix a set at [REDACTED] without a strong degree of confidence that this outcome could be delivered. However, [REDACTED] and Mr. Sultanbekov were both interviewed by the TIU in July 2020 and both denied any involvement in fixing the Match.

The PTIOs consider it is clear that the evidence from [REDACTED] the [REDACTED] data, the social media communications between [REDACTED] and [REDACTED] and the four Western Union money transfers are strong evidence that all three of you conspired together to contrive the outcome and/or an aspect of the Match, in breach of section D.1.k of the 2019 TACP.

Charge 2

You are each charged with a breach of Section D.1.d of the 2019 TACP: “No Covered Person shall, directly or indirectly, contrive, attempt to contrive, agree to contrive, or conspire to contrive the outcome, or any other aspect, of any Event”.

On the basis of the evidence set out above in Charge 1, the PTIOs submit that it is clear that [REDACTED] has conspired to contrive the outcome, or an aspect, of the Match and [REDACTED] and Mr. Sultanbekov have contrived the outcome, or an aspect, of the Match, in each case in breach of section D.1.d of the 2019 TACP.

Charges faced by [REDACTED] and Mr. Sultanbekov only

Charge 5

In the event that [REDACTED] and Mr. Sultanbekov are not found liable for either of Charges 1 and 2, they are also charged with a breach of Section D.2.a.i of the 2019 TACP: “In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player’s obligation to report such incident to the TIU as soon as possible.”

The evidence in this case is clear that, at the very least, one of [REDACTED] and Mr. Sultanbekov must have received a corrupt approach from [REDACTED] offering some form of money, benefit or Consideration to them in exchange for arranging to fix an aspect of the Match. The corrupt approach may have been to both of [REDACTED] and Mr. Sultanbekov. Alternatively, one of Mr.

██████████ and Mr. Sultanbekov may have passed on the corrupt approach from ██████████ to the other.

Either way, the PTIOs submit that ██████████ and Mr. Sultanbekov should have realised that they were recipients of a corrupt approach and were obligated under the TACP to report their knowledge to the TIU. ██████████ and Mr. Sultanbekov failed to do so in breach of Section D.2.a.i of the 2019 TACP

PROCEDURAL BACKGROUND

11. Further to receipt of the 1 December 2020 Notice, the AHO contacts Mr. Sultanbekov by email on 2 December 2020 and outlines the various options available to him under the TACP. He is given until 22 December 2020 to respond.

12. On 9 December 2020, Mr. Sultanbekov responds, solely to Alex Brooks PTIO Counsel and writes:

“ Hello, the first time I hear about this information no one approached me nothing was offered”.

13. Upon receipt of the email correspondence, Mr. Brooks forwards the same to the AHO for her information and informs Mr. Sultanbekov that all Parties and the AHO should be copied on all correspondence. Understanding from Mr. Sultanbekov’s reply that he intended to defend all of the charges against him, Mr. Brooks indicates to Mr. Sultanbekov that *“it would be helpful if you would please confirm whether that is your position, or whether you admit any of the charges set out in the Notice of Charge.”*

14. On 16 December 2020, Mr. Sultanbekov responds and offers the following:

*My English is bad
hello i do not agree with the accusation against me i am a decent player i have never received any offers
If there were any suggestions, I would definitely tell you*

15. On the same day, the AHO sends Mr. Sultanbekov a second notice outlining all his procedural options once again and requesting an express indication of his choice(s) going forward in the proceedings. He is encouraged to communicate further should he have any questions.

16. Later that day, Mr. Sultanbekov responds by email and informs the AHO that:

*“ I do not accept your accusations. (sic)
I have never received any corruption offers.”*

17. The AHO clarifies in her prompt response to the Player that:

- She is not accusing him of anything.
- As explained in both notices, she is the independent adjudicator who has been appointed to settle this matter and that it is the PTIOs who have charged him with Corruption Offences under the TACP.
- As he is not admitting to having committed any Corruption Offences, he is requested to expressly exercise his right to a hearing.
- Should he decide to proceed by way of a hearing, the steps in the process would be explained to him in detail. The AHO also offers a short description of the disciplinary process going forward.
- He is encouraged to seek out legal counsel or other assistance in these proceedings.
- He is to consider the contents of her all her communications with him and get back to her before 22 December 2020.

18. On 20 December 2020, Mr. Sultanbekov responds to the AHO as follows:

“Hello. I want to proceed to a hearing to challenge the charges”

19. Later that same, day the AHO acknowledges Mr. Sultanbekov’s response and informs him that additional directions would be provided once all responses were received from the other Covered Persons involved in the dispute.

20. On 22 December 2020, the AHO sends a *Notice of Pre-hearing Conference Call* to all Parties outlining the process going forward and scheduling a conference call for all Parties to be held on 7 January 2021. All Parties are requested to inform the AHO if they require the assistance of an interpreter for the call. No party does so, although Counsel for ██████████ does request that a few clarifications be made regarding the conference call. These are answered by the AHO to Counsel’s satisfaction.

21. In the 22 December 2020 correspondence, the AHO also informs all Parties that the cases are to be consolidated relying on TACP Article G 1. c. which provides that:

Two or more Covered Persons may be charged in the same Notice and the case shall proceed on a consolidated basis when:

(i) each Covered Person is charged with accountability for each Corruption Offense charged,

(ii) each Covered Person is charged with conspiracy and some of the Covered Persons are also charged with one or more Corruption Offenses alleged to have been committed in furtherance of the conspiracy, or

(iii) even if conspiracy is not charged and all Covered Persons are not charged with each Corruption Offense, the Notice alleged that the several Corruption Offenses charged were part of a common scheme or plan.

22. In this case, the allegations against the three Covered Persons fall squarely within the scope of Article G 1. c. TACP. The case proceeds on a consolidated basis, without objection from any party.
23. The conference call is held on 7 January 2021 by Zoom audio with all Parties present. At the outset of the call, Mr. Sultanbekov requests as interpreter. Further to the AHO explaining that he has not exercised this right in a timely manner, and to avoid delaying the call, all Parties consent to Counsel for [REDACTED] providing brief translations of any parts of the call that Mr. Sultanbekov fails to understand. This proves to be an amenable solution and Mr. Sultanbekov confirms that he understood the purpose of the call and its outcomes.
24. Further to this conference call, a Procedural Order is circulated for comment to the Parties on 11 January 2021. Further to the same, Counsel for [REDACTED] requests that a few clarifications be made on the content of the Procedural Order and the documentary submission process. All questions are answered to Counsel's satisfaction.
25. The final Procedural Order 1, consented to by all Parties, is issued on [REDACTED] January 2021 and sets out all steps of the procedure leading up to the hearing which, keeping in mind the different time zones of all Parties, is scheduled for 11 -13 May 2021 from 11:30 pm BST.
26. Other than a few requests for extension, which are agreed to by all Parties and granted by the AHO, all Parties file their submissions in a timely manner.
27. As Mr. Sultanbekov and [REDACTED] are not represented by Counsel, their submissions are brief and accepted into the case as will-say witness statements.
28. The video conference hearing is held from 11 May – 12 May 2021.
29. Present at the hearing along with the AHO are:
 - Alex Brooks and Ross Brown, Counsel for the PTIOs

- [REDACTED] [REDACTED] Self Represented
- [REDACTED] [REDACTED] Represented by Counsel Feruza Bobokulova, Sherzod Abdulkasimov and Mushtariy Aripova
- Amal Sultanbekov, Self-Represented
- Nigel Willerton, Ben Rutherford, Katy Stirling and Jodie Cox, from the International Tennis Integrity Agency
- Bob Babcock, PTIO
- [REDACTED] Court Reporter
- [REDACTED], Hearing Manager
- [REDACTED]s, Interpreters

30. Witnesses who provide testimony, are examined and cross examined by each party, in order of appearance are:

- Dee Bain, ITIA investigator
- [REDACTED] [REDACTED]
- [REDACTED] [REDACTED]
- [REDACTED] [REDACTED]
- [REDACTED]
- Amal Sultanbekov

31. At the end of the hearing, all Parties expressly state that the disciplinary process and hearing have been conducted fairly and in full respect of their rights to natural justice.

32. This is the AHO's decision on Mr. Sultanbekov's liability or lack thereof. An additional round of submissions on sanction will be required and requested further to this decision being issued in the event that any of the individual Covered Persons are found to have committed TACP offences.

APPLICABLE LAW AND JURISDICTION

33. All Parties have agreed that the applicable rules are the 2019 TACP with regards to the alleged offences and the 2020 TACP with regards to the procedure.
34. No party has objected to the appointment of the AHO, undersigned, to hear this matter. She has been properly appointed and seized of the matters in dispute.
35. No other matters relating to jurisdiction or the arbitrability of these matters have been raised by any party.

BURDEN AND STANDARD OF PROOF

36. TACP Section G.3.a provides that:

“The PTIO (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the PTIO has established the commission of the alleged Corruption Offense by a preponderance of evidence.”

37. The CAS Panel in the case of *Köellerer v ATP*¹ among others noted that the standard of preponderance of evidence is met if the proposition that Mr. Sultanbekov engaged in attempted match-fixing is more likely than not to be true. This standard is the equivalent of the English law “balance of probabilities” standard of proof meaning that the PTIOs case is established as soon as it passes the 50% threshold.
38. The applicable standard of proof is widely acknowledged and accepted by all Parties.

SUBMISSIONS

39. The AHO has carefully considered the totality of the Parties’ written and oral submissions. They are summarised below. Additional facts and allegations found in the in the Parties’ submission, pleadings and evidence may be et out, where relevant, in connection with the legal discussion that follows. The AHO refers it its award only to the submissions and evidence it considers necessary to explain its reasoning

¹ Daniel Köellerer v Association of Tennis Professionals, Women’s Tennis Association, International Tennis Federation & Grand Slam Committee, CAS 2011/A/2490, para 1.

I. PTIO's

40. All of the Charges faced by the Covered Persons in this dispute including Mr. Sultanbekov relate to a doubles match that took place on [REDACTED] June 2019 in which Mr. Sultanbekov and [REDACTED] played against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] at the ATP Challenger tournament in [REDACTED] Uzbekistan. Mr. Sultanbekov and [REDACTED] lost [REDACTED] [REDACTED]
41. The PTIOs allege that the Match was fixed by Mr. Sultanbekov and [REDACTED] by their agreement to lose the second set of the Match [REDACTED]. The PTIOs argue that both Players had arranged to fix the Match with [REDACTED] who in turn made arrangements with [REDACTED] [REDACTED] a former professional tennis player from Greece, around the relevant bets that would be placed on the Match.
42. The PTIOs submit that the only reasonable explanation for the significant witness and documentary evidence available in these proceedings is that the Match was fixed for the financial gain of all protagonists. There is no other logical explanation. The Covered Persons have been unable to advance any credible defence of their position.
43. The PTIOs submit that they have set out a strong case that the Match was fixed with the involvement of all three of the Covered Persons and believe that the evidence takes them well beyond the threshold of a "preponderance of the evidence".
44. The PTIOs lead the witness evidence of Dee Bain, an ITIA investigator and [REDACTED] [REDACTED] alongside their submissions as well as transcripts of all Covered Persons interviews with Ms. Bain.
45. The PTIOs case ultimately derives from the evidence given by [REDACTED] [REDACTED] [REDACTED] [REDACTED] received a lifetime ban from tennis in 2017 due to his match-fixing activities. He has since reflected on his wrongdoing and resolved, in 2020, to assist the TIU (now ITIA) with its investigations. He was motivated by the hope of being considered to have given "Substantial Assistance" under the terms of the TACP and be permitted to coach tennis professionally as a result.
46. The PTIOs submit that [REDACTED] has already acknowledged [REDACTED] credibility. In recent proceedings against him, which resulted in a seven-year ban (with two years suspended) and a fine of \$12,000, [REDACTED] admitted an offence in which he fixed a match in May 2019 with [REDACTED] and was paid around €4,000 by way of a money transfer. At no stage in those proceedings did [REDACTED] question [REDACTED] credibility or the accuracy of the information he had given to the TIU.

47. Although the PTIOs argue that ██████ is a credible witness, they also argue that his credibility is not crucial to establishing their case to the required standard of proof because the documentary evidence obtained from ██████ phone confirms that a fix took place. The PTIOs submit that there can be no doubt regarding the relevance of that contemporaneous and highly probative material.

Social Media Exchanges

48. The PTIOs submit that the social media exchanges between ██████ and ██████ (many reproduces *supra*) as evidence that:

- ██████ and ██████ had already been having discussions about fixing a doubles match.
- ██████ was speaking with more than one individual about fixing the Match.
- The agreed sum for the fix was to be \$10 000 and that the recipient of those funds.
- A clear arrangement to fix the second set of the Match ██████ was made.

49. With regards to the social media exchange content, the PTIOs submit that:

- It is inconceivable that the above exchange occurred without an intention from both ██████ and ██████ that the Match was to be fixed.
- ██████ and ██████ has fixed numerous matches over the years and both earned significant sums from doing so.
- A score of ██████ is uncommon in a doubles match even if the other two Covered Persons were playing the top seeds.
- For ██████ to claim that he made a random bet in hopes of it paying off without informing the other two Covered Persons who were actually playing the Match is not logical and the chances of achieving a successful outcome without having the two participants who were playing the Match in on the fix were low.
- It is unrealistic to suggest that ██████ would have been busy chasing ██████ to confirm the bets were on so he could give a signal to Mr. Sultanbekov and ██████ if he were not doing so genuinely.

Bets

50. The PTIOs explain that the second part of the fix is the placing of bets using an online betting operator, in this case ██████ to reflect the agreed fix.

51. ██████ written statement provides an extract from a betting account with username ██████ which evidences some of the bets that ██████ user placed on ██████ June 2019.

This the PTIOS argue is, again, clear and contemporaneous evidence that the Match was fixed.

52. [REDACTED] also provides evidence that the bets placed were all extremely specific and reflected a clear belief that the second set of the Match was to be lost [REDACTED] by Mr. Sultanbekov and [REDACTED]
53. The sums bet, and the financial risks assumed as a result, were substantial. The timing of the bets is also noteworthy as they were all made within a three-minute time period immediately after the start of the second set, as explained by Ms. Bain in her witness statement.
54. The PTIOS submit that it is clear that [REDACTED] associate that was operating the [REDACTED] account was betting consistently and with purpose. This was not casual betting. Given the number of bets, a significant sum was staked – the account stood to win over €35,000 if the bets were winning bets.
55. [REDACTED] and his associates were not in the business of taking risks when betting their own money. The PTIOS thus submit that there is no other explanation for this betting activity other than the fact that the Match was fixed.

Involvement of All Covered Persons

56. The PTIOS argue that it is clear that [REDACTED] fixed the Match and that both [REDACTED] and Mr. Sultanbekov were part of the conspiracy. To lose a set [REDACTED] means both players would need to lose at least one service game each. Clearly, there is little point attempting such a fix with only one player as he would be unable to prevent the second player winning his own service game, say, by serving aces.
57. To the PTIOS, Mr. Sultanbekov has downplayed the nature of his relationship with [REDACTED]. The PTIOS therefore infer that [REDACTED] was in communication with one or both of Mr. Sultanbekov and [REDACTED] to agree the terms of the fix – whether that was in person or otherwise. If it was just one of Mr. Sultanbekov and [REDACTED] who spoke to [REDACTED] then the PTIOS infer that it was this individual who then spoke to the other member of the partnership to secure their agreement.
58. The PTIOS are also concerned by evidence relating to Mr. Sultanbekov that does not specifically relate to the Match. There is evidence of [REDACTED] and Timur [REDACTED] also subject to a PTIO investigation, discussing Mr. Sultanbekov's involvement in a fix in December 2018. [REDACTED] evidence clearly and expressly implicates Mr. Sultanbekov in

other match-fixing arrangements. In addition, the PTIO find language used in social media exchanges between [REDACTED] and Mr. Sultanbekov in April 2017 suspicious.

59. Relying on [REDACTED] testimony, the PTIOs submit that it is clear that he would not have authorised the bets to be placed without being certain the Match was to be fixed – and as such, the PTIOs argue that, unavoidably, means that Mr. Sultanbekov and [REDACTED] must have been involved in the fix.

Video Footage

60. In support of their allegations and charge, the PTIOs have submitted footage of the Match which they deems instructive as a supplement to the evidence already relied upon.

61. The PTIOs submit that it should be clear to any reasonable third party viewing this footage that, as a minimum, Mr. Sultanbekov and [REDACTED]

- Did not play as well in the [REDACTED] set as they had in the [REDACTED] set – both on service and return games.
- Served double faults at crucial moments in the second set that were relevant to the outcome of the fix.
- Were not playing, in the second set, to a standard a reasonable third party might expect of professional tennis players holding world rankings.

62. The PTIOs argue that the [REDACTED] of the Match is particularly egregious. At a time when it was vital to be sure of the success of the fix, he served a double fault, his two serves some distance off the mark.

63. The PTIOs submit that all of the contemporaneous evidence they have set out results in a clear conclusion that each Covered Person, including Mr. Sultanbekov, was involved in the fixing of the Match, for which they were all paid and wholly reject any assertion to the contrary as made by Mr. Sultanbekov.

64. The PTIOs thus submit that Mr. Sultanbekov is liable for all Corruption Charges he is being charged with and will address the issue of sanction if necessary after a decision on liability has been provided.

MR. SULTANBEKOV'S SUBMISSIONS

65. Mr. Sultanbekov's written submissions, reproduced in their entirety, are as follows

*"Hello My explanation about this match
The match was very difficult I was very nervous it was difficult to cope with the excitement the opponent played at a very good level we tried to play well
No one approached me and did not make a corrupt offer to anyone with [REDACTED]
and [REDACTED] we did not have a conversation about corruption at all."*

DELIBERATIONS

66. The PTIOs submit that it is common for them to rely on inferences to prove their cases. They argue that *"this is a necessity as it is natural for a match-fixer to attempt to conceal their actions resulting in gaps in the evidence"*

67. The PTIOs also state that relying in inferences is far less necessary in these proceedings as they are able to demonstrate by witness and documentary evidence what the alleged fix was, how bets were placed in reliance on that fix to generate financial gain and then how relevant individuals received their share of the profits. The PTIOs believe the evidence they bring forward regarding Mr. Sultanbekov's part on the match fixing conspiracy is plentiful.

68. Mr. Sultanbekov on the other hand maintains that he was never approached to fix the Match and had no part in the Match fixing.

69. The first issue for the AHO to determine, and from which all other findings may be made is whether or not the second set of the Match was fixed, as all the Charges brought against Mr. Sultanbekov can only be confirmed if the AHO finds that the Match was indeed fixed.

The Alleged Match Fixing

70. The evidence the PTIOs have led with regards to the fixed second set is compelling, plentiful and convincing. The AHO has found in a parallel decision that [REDACTED] has committed Corruption Offences in relation to fixing the Match and is thus satisfied that, *inter alia*, arrangements were made to fix the Match, bets were made to a betting syndicate as a result, [REDACTED] was paid for his part in the fix and, notably, that other individuals conspired with him to this end.

71. Having established that the second-set of the Match was fixed, the AHO shall now deal with the charges brought against Mr. Sultanbekov.

The Parties' Evidence

72. The PTIOs submit that the same evidence can be used to prove each of the charges against Mr. Sultanbekov and have filed direct, indirect and inferential evidence in support. Mr. Sultanbekov denies all wrongdoing but has submitted little or no evidence in his defence.

73. The evidence the PTIOs have led with regards to Mr. Sultanbekov's involvement in fixing the Match, *infra*, is significant and is succinctly summarized as follows:

- Social media exchanges between [REDACTED] and Mr. Sultanbekov allegedly relating to match-fixing.
- Social media exchanges between [REDACTED] and [REDACTED] in which Mr. Sultanbekov is expressly named.
- Bets placed by betting syndicate all of which were conspicuously made right before the start of the second set of the Match.
- Evidence of [REDACTED] which was submitted to cross examination at the hearing, which implicates Mr. Sultanbekov in match fixing.
- The commentary in Ms. Bain's interview of each Respondent as well as that of [REDACTED]
- The video footage of the Match.

74. Mr. Sultanbekov argues that he has never spoken to [REDACTED] and this should absolve him from any link to him. [REDACTED] testimony rebuts this by confirming that for him to never have communicated directly with Messrs. Sultanbekov or [REDACTED] about the fix for the Match is not abnormal. He rarely communicates directly with the player and only talks to the middle-men, this is both for the protection of the players and the middle-men. The AHO accepts [REDACTED] evidence in this regard.

75. [REDACTED] also testifies that he has fixed matches with Mr. Sultanbekov on two or three other occasions and that other times Mr. Sultanbekov fixed matches with another allegedly well-known match-fixer, [REDACTED] [REDACTED]. In relation to this evidence, the PTIOs submit social media, WhatsApp conversation between [REDACTED] and Mr. Sultanbekov. On its face it is a conversation between friends about a dinner.

76. The translated conversation is as follows (AS – Amal Sultanbekov, [REDACTED] – [REDACTED] [REDACTED])

(AS) *Do you organise a dinner for me?*

[REDACTED] *Yes. Will you help lay the table. Hey, it is my celebration today.*

(AS) *I understand, I will lay the table.*

(IS) *Shit, if [REDACTED] finds out, he may not like such development of events, what do you think?*

(AS) *I can talk to him*

([REDACTED] *Really, this will be even more serious*

(...)

77. The PTIOs submit that the language used in the exchange is akin to the code language typically used when planning a fix and that this was in fact the subject of the exchange. When Mr. Sultanbekov is asked what he meant when he wrote “*when I lay the table*” he answers, “ *it’s a way of saying I am inviting, I am paying for dinner*”. The AHO finds this answer to be unsatisfactory much like his answer to what was meant when he discussed “*the development of event*”. The language is used in this whole exchange is simply not consistent with a cancelled dinner date among allegedly not-so-close friends. Additionally, when Mr. Sultanbekov is asked about the reference to “[REDACTED]” which assumingly refers to [REDACTED] [REDACTED] and asked to identify whom this referred to, he stated not knowing and that there were many people this could be. The AHO rejects this answer. Timka is a diminutive nickname that is likely not common. Mr. Sultanbekov knows this individual and clearly referred to him in a WhatsApp exchange. His testimony in this regard does not assist him and adversely affects his credibility as a witness.

78. The AHO finds that both Mr. Sultanbekov’s and Mr. [REDACTED] answers to any question put to them with reference to this specific WhatsApp exchange to be unpersuasive. While both Mr. Sultanbekov [REDACTED] allege that it was about a dinner and that [REDACTED] notably stated that he is not a CIA agent that he does not talk in code, the AHO concurs with the PTIOs and finds that it is more likely than not that the exchange and discussion about setting a table for a dinner and cancelling dinner was indeed covert and about match fixing.

79. The PTIOs also argue that there is no reason why [REDACTED] would lie about Mr. Sultanbekov’s involvement in match fixing. The AHO agrees.

80. Although Mr. Sultanbekov asserts, with no supporting evidence, that he has never fixed a match with [REDACTED] and [REDACTED] the PTIO’s evidence does not support this assertion. [REDACTED] says that he was friends with Mr. Sultanbekov in 2019 but not more than that, and that because Uzbekistan is a small country everybody knows each other but that this is not indicative of a match fixing relationship. However, there are Screen shots on [REDACTED] phone of WhatsApp message with [REDACTED] directly naming and involving Mr. Sultanbekov in their match fixing endeavours . E.g., “*Sultan is in*” “*I bet next Sultan serve?*” [REDACTED] also expressly informed Ms. Bain that Mr. Sultanbekov and testified that he had fixed matches with Mr. Sultanbekov in the past. When this evidence is put to Mr.

██████████ during hearing, the contents of which detail Mr. Sultanbekov was playing a match in Pakistan that he was possibly to fix, and when a direct question is put to ██████████ on the same as to whether or not this was an example of match fixing with Mr. Sultanbekov, his incriminating response was: *"I can't be absolutely sure but probably yes"*.

81. Although in and of itself the evidence in the many WhatsApp messages in the case file, related interview transcripts and Covered Persons' testimony would have led the AHO to conclude on a balance of probabilities that Mr. Sultanbekov has committed the Offences for which he is charged in relation to the Match fixing, the live footage and statistics of the Match are irrefutable.

The Match Footage

82. Mr. Sultanbekov alleges that his level of play in the first set was not as bad as in the second, When a question was put to him in this regard, he says his serve was not good throughout the Match because he was nervous and under constant psychological pressure to perform. In fact, the Match statistics confirm that he hardly missed a first serve in the first set, whereas he failed to get any in in the second. His service game notably became horrendous and clear mis-hits and shanked serves should not have occurred when they did. They were conveniently timed at key moments when the team could not risk winning a game.

83. In the AHO's view, there is no way that Mr. Sultanbekov was putting his best efforts in his play in the second set and all evidence supports the allegation that he purposely lost the same ██████████ in support of the fix. The Match statistics support this conclusion, a viewing of the Match support this conclusion, even the witness of statement of Mr. ██████████ supports this conclusion when he says, *"A. Sultanbekov's game went wrong in the second set."*

84. For the avoidance of doubt, since both ██████████ and Mr. Sultanbekov argued this point, the AHO accepts that double faults occur regularly in professionally tennis and that no player is immune to them. However, the timing of a double fault, the power with which the serve is hit, the service motion and preparation before the serve all tell their own story. Mr. Sultanbekov quite simply did not look like he missed these serves because he was nervous, because he over hit them, or because he was going for too much. On the evidence, it appears that he missed them because he had to.

85. The evidence led by the PTIOs including the signal given that the fix was a go, the timing of the best vis-à-vis the start of the second set, the earnings reported and paid out, and Mr. Sultanbekov evident drop in level of play, notably in his service games, all allow the AHO to find that he purposely lost the ██████████ set ██████████ and that he was in on the fix. These simply cannot be mere coincidences.

The Alleged Conspiracy

86. The evidence shows that Mr. Sultanbekov has worked with [REDACTED] before. As [REDACTED] and [REDACTED] have conceded, it was a relatively obvious match to lose with the required score-line. It was one that he could conceivably fix even without the involvement of his partner whom he realised after the first set was nervous, not playing well and importantly, not serving well. As they were the clear underdogs and were not going to win, the AHO accepts that it was an easy match to fix. And indeed, on the facts and the evidence, it was quite successfully done for all those involved.
87. Mr. [REDACTED] first interview seems to implicate other Players in the fix when he stated that maybe “*the Players would consider saying some things*”. The PTIOs submit this refers to Mr. Sultanbekov and [REDACTED] since these are the names Ms. Bain stated on her line of questioning. “*Considering saying somethings*” can be interpreted, as the PTIOs submit, as whether or not the Players would consider admitting to a corruption offence. However, to AHO is not satisfied that reference to “Players” was meant specifically and exclusively to be Mr. Sultanbekov and [REDACTED]. It conceivably might have been to another player in addition to Mr. Sultanbekov, whom the AHO is persuaded was involved on the fix. Such as [REDACTED], who is alleged to have been involved by receiving the signal from Mr. Sultanbekov and communicating it to [REDACTED] who was not in [REDACTED] at the time of the Match.
88. In light of other possible explanations, the evidence against [REDACTED] is not sufficiently well established for the AHO to find to the required standard of proof that [REDACTED] conspired to fix the Match and she provides her reasons for the same in a parallel decision.
89. On the evidence and in light of the drastic change in Mr. [REDACTED] story from his first to his second interview with Ms. Bain, and the improbability of the story he concocted for the second interview, it appears that after speaking with at least Mr. Sultanbekov, [REDACTED] completely changed his story in his second interview, talking about exacting revenge on [REDACTED] and asserting that in no way were [REDACTED] and Mr. Sultanbekov involved. Clearly, [REDACTED] was and is still trying to protect them.

Conclusion on the Corruption Charges

90. Charge 1 and Charge 2 are co-dependant. If the first one is established against Mr. Sultanbekov, so too is the other by virtue of that fact that considering he was one of the Player’s involved, *conspiring to solicit and facilitate the contrivance of a match*, whether or not it is successful would result in Mr. Sultanbekov also having *directly or indirectly contrived or attempted to contrive or agreed to contrive or conspired to contrive the outcome of the match*.

91. In a concurrent decision involving ██████████ the AHO has already found that the PTIOs had established that ██████████ has committed Corruption Offences in contravention to Articles D. 1. k and d. TACP.
92. A review of the Match shows that although nervous, and assumingly not playing at their usual level, Mr. Sultanbekov and ██████████ appear to have been trying in the first set. There were more rally exchanges and the misses were near misses.
93. As the first set was finishing, the PTIOs evidence, which the AHO accepts, is that a signal was given by Mr. Sultanbekov by way of an emissary to ██████████ that the second set fix was a go.
94. There is little doubt that Mr. Sultanbekov's level of play dropped significantly in the second set. Unlike in the first, where he had strong service games and got most of his 1st serves in, in the second, he doubled faulted at least three times, missed his mark on many serves and got an exceptionally low percentage of first serve in. He was clearly not invested in a positive outcome for the Match.
95. It has been determined in a concurrent decision, as other AHOs have in the past, that two players in a doubles team are not always necessarily in on a fix. The AHO does however find that in order for the fix to have been successful, at least one of the players on the team would have to be involved. The AHO accepts on the evidence that neither ██████████ nor ██████████ were in the business of taking chances and would only accept to arrange bets on the Match if they were convinced of the fix and its outcome.
96. If both players on this team were not necessarily in on the fix, one certainly was. The evidence here points directly to Mr. Sultanbekov. He was specifically named in many social media exchanges, both ██████████ and ██████████ implicate or incriminate him in their evidence and he has allegedly been involved in another match fixing in the past. Although no additional evidence should be necessary, as stated above, the Match footage is conclusive. In the circumstances, Mr. Sultanbekov felt he could carry out the fix, gave the signal, and proceeded in doing so.
97. Hence, the many WhatsApp messages, the evidence led by ██████████ the contents of the many Dee Bain interview transcripts, the Match footage and the outcome of the Match together tell a story far different and certainly more compelling than the one which Mr. Sultanbekov seeks to persuade the AHO to accept. The AHO thus finds it more probable than not that Mr. Sultanbekov conspired with ██████████ to fix the Match, losing the ██████████ set ██████████

98. The PTIOs evidence meets the requisite standard of proof. On a preponderance of the evidence, the AHO is satisfied that the PTIOs have established that Mr. Sultanbekov has committed all the Corruption Charges for which he has been charged. Mr. Sultanbekov's limited defence and lack of credibility do not allow him to satisfy his burden to disprove otherwise.

DECISION

99. The PTIOs submit that it has satisfied its burden of proof with regards to each of the Corruption Offences Charges brought against Mr. Sultanbekov. The AHO agrees.

100. Charge 1: The AHO finds that Mr. Sultanbekov has breached section D.1.k of the TACP in a conspiracy that solicited and facilitated the contrivance of the outcome of a match.

101. Charge 2: By virtue of the AHO's finding for the first charge, the AHO finds that Mr. Sultanbekov contrived and/or conspired to contrive the outcome of the Match in breach of section D 1.d of the TACP.

102. Charge 5: By virtue of the AHO's findings for Charges 1 and 2, the AHO finds that Mr. Sultanbekov has also breached section D. 2. a.i of the TACP by failing to report [REDACTED]. [REDACTED] corrupt approach.

103. In summary, the AHO finds that the PTIOs have established all charges on a preponderance of the evidence. Mr. Sultanbekov has breached sections D 1. k., D 1. d. and D 2 a.i of the TACP and does not satisfy his burden of disproving the breaches to the requisite standard of proof.

ORDER

104. Amal Sultanbekov is hereby found liable for Corruption Offences pursuant to sections D 1. k, D 1. d., D 2.i.a. of the TACP.

105. Submissions on sanctions will be sought out at a later date.

Dated at Beaconsfield, Quebec this 1st day of June 2021.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Janie Soublière C. Arb.
Anti-Corruption Hearing Officer