January 18-20, 2013

Moot Problem
A note from the framer of the Moot Problem

The Second edition of the NALSAR – Gurcharan Singh Tulsi Memorial Criminal Law Moot Court Competition, 2013 commemorates the pioneering and forward looking approach of Shri Gurcharan Singh Tulsi who made novel arguments and contributed much to the innovation and development of criminal law. It was, therefore, an onus on the organizing committee to characterize the Moot not as a conventional criminal law moot but one which is cognizant of the fact that a criminal today does not wear black and white stripes but a pin-striped coat and blue collar. The whole movement of law schools being the centers of legal excellence has only returned partial results where the country’s better legal brains have dedicated themselves to areas of corporate law but rarely to areas such as criminal law. Therefore, this year’s problem was framed keeping in mind these two instances, namely, the changing face of crime and the relevance of criminal law to every lawyer even when he/she chooses a career with the law firm. Therefore, crimes of financial impropriety, sports law, and cyber law form the mainstay of this year’s problem equally important is the knowledge of Indian Evidence Act and acts like the Contempt of Courts Act, the Indian Penal Code and the general principles of evidentiary and procedural law even when dealing with as ‘civil’ and ‘corporate’, as a contract.
1. Pan Atheltica Inc. is a company incorporated in the United States of America and it’s province includes a spectrum of services in the Sports Industry. The company is known for its “one- window” solution to sports needs; all aspects of a client’s needs right from sports gear, to coaching and mentoring, food and nutrition and sponsorship and contract negotiation with advertisers is taken care by the company. The company is listed both at NASDAQ and NYSE and has an estimated worth of 13 billion dollars.

2. The origins of the company lie in the humble campus start up in 1986 by Newman Laurie a heat transfer student at the MIT and Sumit Surendran a Harvard Law School Graduate, who though ardent followers of the Ivy League, were rarely satisfied in seeing the constituent colleges do well in contrast to colleges of the other Leagues. In order therefore to provide sustainable and long term solutions to sporting needs Pan Atheltica was incorporated.

3. In 1988, the company set up a subsidiary in Peru (Atheltica Machu) to cater to the growing Latin American clientele. The company set up a research wing which started investigating the local flora and fauna in the nearby Amazon forests in Brazil. Brazil in order to protect its environment had put many rules and regulations which stipulated very high standards of conformance to research. The company started looking for an alternate site for researching and commercially implementing its research. The company then set-up a research station near the Indo-Nepal border after incorporating a subsidiary in Nepal (Athletic Everest) in 1989. Till now the company did not have a food and nutrition department.

4. Two years after the company was set up in the Nepal, the company signed a local football team in Brazil, Desvalidos which coincided with the start of the experimental food and nutrition department. In the 1991 seasons the team did very well. Eventually 66% percent of the team members went on to become a part of the national football team. On the insistence of the players the apex sports authority in Brazil, signed them to take responsibility for the National Team for ten years. Beginning in 1992 the company signed them for a decade through their Peruvian subsidiary. Between 1992 and 2002 in the three world cups which would lie in the period of the contract, Brazil won the World cup twice and reached the final once. By now the company had a fully functional food department.
5. Riding on its Brazilian success the company made entry in a large number of developing economies since 1994 itself when Brazil won the first World Cup. However, the means of company’s success was kept completely secret and the players had signed a 99 year non disclosure agreement as to not reveal their training and techniques in return for $1 million per annum to be paid to them or their families after them.

6. Somewhere in 2000, the Indian Minister of Sports and International Affairs, Sumanto Hajela, was travelling to Nepal as a part of a good will mission. Laurie was in Nepal then and was one of the guests at the state dinner held for the Indian delegation. Hajela and Laurie conversed and Hajela enquired if something could be done for the Indian Hockey team. The conversation led to a concrete proposal being submitted by the company.

7. When Hajela came back to India and submitted the proposal it was received with wide appreciation, the only problem being that the company was not Indian. This was communicated to Laurie vide a fax sent by the Minister (Annexure 1). On receipt of this communication, the company took formal steps to get incorporated in India. A fully owned subsidiary was incorporated in the Cayman Islands (Atheltica Atlantica) which in turn incorporated a company in India as a fully owned subsidiary. Thereafter Sumit Surenderan sent a revised proposal to the ministry (Annexure 2). The proposal was received and a letter contract was forwarded by the Pan Atheltica on behalf of Atheletica Ganges. The forwarded contract was signed and contained an arbitral clause (Annexure 3). The sole responsibility for the Indian Hockey Team came to Atheltica Ganges. In addition to this contract an individual contract was signed with each of the members of the Indian Hockey team were made to sign an agreement which stipulated non disclosure clauses on similar lines as signed with the Brazilian players (Annexure 4).

8. In 2003 however surprising as it appeared Brazil did not renew the contract but in fact a multi level enquiry was ordered after there was a rumour that the Atheltica Machu was engaged in a range of illegal activities. The enquiry went on for more than five years, with allegations abound that the company actively resorted to bribing to delay the outcome. One of the many reports on the matter was covered by the rare English newspaper, Brasilia English Gazetteer (Annexure 5). However, Atheletica Everest had in the meantime been awarded the contract by the Chinese Government for its athletes in the 2004 Olympics, and it’s
stunning performance put to the back burner any negative publicity which could have been going on.

9. Back in India the Indian Hockey team seemed to be doing extremely well from 2002 onwards till 2012. In February 2012 in the celebration party post the qualifier Olympics match, a drunk member of the Indian Hockey contingent attributed the success to the magic biscuits the company gave. This was picked up by a visiting French journalist, one Reeta Skeeter.

10. An overnight scandal was caused which rocked the French, British and Indian press lead to much embarrassment for the Government and the Indian Hockey Federation. A high level enquiry was launched and the Government resorted to find this out. The Indian Hockey Federation in the meantime engaged the services of a private detective company.

11. The Indian Government invoked the Arbitration clause and served a notice on the company. The incumbent minister for Sports, Sharad Kaalmadi made an announcement to the effect to the local press. Following this the shares of the company which were trading at $83 crashed to $16.87.

12. *En pariel*, Athetica Ganges filed a petition for interim relief, to stop the Government from breaking the contract. The petition was admitted by the Delhi High Court. In the proceedings of the case the Addl. Solicitor General who appeared before the Court gave an undertaking (Annexure 6) that pending the proper resolution of the issue it would not break the contract. The arbitration began. In the meantime the Brazilian enquiry was published, and relying on that a local Brazilian Court held the company to be guilty of several environmental violations. The judgement also held Atheletica Machu to be guilty of paying several bribes, and investigations began in the U.S. under the Foreign Corrupt Practices Act, 1977.

13. In the tide of increasing global pressure, the Government finally announced the recession of the contract and terminated all responsibilities of Atheletica Ganges.

14. The ongoing Arbitration proceeded and the Arbitrator took notice of all these facts. The Indian Government in its proceeding submitted the relevant parts of the Brazilian judgement, which were considered by the Arbitrator (Annexure 7). The intimation of the U.S. investigations (Annexure 8), the WADA guidelines and quoted on all aspects of Indian law. The Government was also able to present the report of the private investigators, which
relied on several emails which the company insisted was privileged communication and excerpts of the Brazilian judgement. In addition the Government produced the affidavits of the player, Sushant Singh Lakkarbagha who was the flash point of the entire controversy. The company referred the matter to it’s U.S. legal department which sent instructions to its local counsels. Atheletica continued to give many objections to the procedure of the conduct of the Arbitration proceedings and the rules to evidence attached but each objection was rejected. In addition to the arbitration case, Atheletica Ganges also filed a Civil Contempt Petition against the Government.

15. Amongst the evidence which were submitted for the arbitration proceedings, there were a large number of e-mails which dealt with very sensitive information about the formula of the food and nutrition products administered to the athletes, information of bank A/c’s, and certain communication which were supposed to be lawyer-client privileged information. All these e-mails were forwarded by an e-mail id aceventura@pan atheletica.us. In the arbitration proceeding, the company went on record that there was no person in the employ of the company by the name of Ace Ventura and that no existing member of the company ever intended to forward these emails.

16. In the affidavit submitted by the athlete, Sushant Singh Lakkarbagha, he spoke at length about the procedure of the training and the diet. Amongst the many things he said, he submitted that he was given a diet of fruits and other consumables which were high in protein. Amongst other things, there was also a special sweet biscuit which seemed to give them a charge of rush. Most athletes were given these products under hypnosis, of course, after their consent. Just before the match, the athletes were given coconut water, yogurt, 100 ml of sour milk and 1 jerky. There were also a large number of classes which were conducted where they were tutored by many experts of the sport. Services of doctors, psychologists, coaches, mentors, motivational speakers, masseuses, and “friends” were given to keep them in best shape. He also submitted that the quality of training was unmatched compared to the traditional training which was given to him.

17. At the end of the arbitration, the award held that the company was indeed engaged in doping and that it had both illegal and unethical means to administer the team. The enforcement of the contract would lead to much distress and was clearly against law and public policy and it further went on to award unliquidated damages to the tune of $1 billion dollars to the Government.
18. The award has been challenged by the company before the Delhi High Court. Amongst the evidence submitted by the company, the company submitted that the entire arbitration was a farce as information obtained by the RTI indicated that the decision to break the contract was already taken by the minister even before the interim relief application. By an order of the Court, the contempt petition has been clubbed with the award and both of them are pending hearing. In the contempt of court petition, the Court has issued notice but at the same time has kept the question open as to whether this factual matrix presents a scenario of perjury, contempt or neither of the above.

**Disclaimer:** “All aspects of the moot problem do not bear any validity in facts. Any representations of the Governments and other institutions or persons are work of fiction only employed for academic purposes.”

*This problem has been framed by Mr. Aakash Prasad, Advocate, Lucknow Bench of the Allahabad High Court. Participants are forbidden from contacting the author under any circumstances. Any attempt to do so will result in immediate disqualification.*
ANNEXURE ONE

SENT 1600 IST  26 11 2001 NEW DELHI +91-11 – PROCEED ALPHA- +001+ 617-

To: NEWMAN LAURIE PAN ATHLETICA WASHINGTON UNITED STATES OF AMERICA
CC: JT SECRETARY (SPORTS) ROOM NO. 3, C WING , SHAHSTRI BHAWAN, NEW DELHI, INDIA
From: SUMANTO HAJELA MINISTER OF SPORTS (INDEPENDENT CHARGE), UNION OF INDIA , KHEL BHAWAN INDIA

DEAR SHRI NEWMAN LAURIE JI, PLEASURE MEETING YOU AT THE EMBASSY AT THE STATE DINNER. PLEASANTLY SURPRISED TO KNOW THAT YOU WERE ALSO THERE AT THE UNION. I DID REMEMBER SEEING YOUR LIKENESS NOW THAT YOU MENTION IT SOMETIME IN THE BODLEIAN.

I WRITE TO YOU ABOUT THE DISCUSSION WE HAVE HAD THE OTHER DAY. MY COLLEAGUES SEEMS TO HAVE BEEN MUSING OVER IT AND IN THE PASSING I DID MENTION IT TO THE MINISTER FOR EXTERNAL AFFAIRS. WITH ALL I HAVE DISCUSSED AND THEY SOUND EXCITED ABOUT THE PROPOSITION. YOU SEE IN INDIA THERE ARE TWO SPORTS: CRICKET AND OTHER SPORTS. WE WANT TO CHANGE THIS. HOWEVER THERE SEEMS TO BE SOME VALID CONCERNS OVER THIS AS WELL.

THE FIRST ONE IS WHICH CONCERNS THE CHARACTER OF THE COMPANY. YOU SEE AND I MEAN NO OFFENSE, THAT THE COMPANY IS NOT INDIAN. I REMEMBER THE CONTROVERSY WHEN PROPOSALS FOR A FOREIGN COACH WERE CIRCULATED. IT WAS EXTREMELY TRYING TO ARRIVE TO A CONSENSUS AND I SEE NO WAY THIS IS GOING TO HAPPEN WHEN IT COMES TO HOCKEY, WHICH AS I MENTIONED TO YOU IS INDIA'S NATIONAL GAME. SO IF ANYTHING IS TO PROCEED WE ARE TO ENTER INTO AN AGREEMENT WITH AN INDIAN COMPANY OR ONE WHICH HAS A SUBSTANTIAL INDIAN CONNECTION.

ANOTHER CONCERN SEEMS TO BE POINTED OUT AS TO THE COMPANY HAS SEEM TO HAVE SOME EPISODES IN BRAZIL. WE HOPE THAT IS NOTHING TO WORRY, BUT NEVERTHELESS PLEASE LET US KNOW THAT IF THERE IS SOMETHING OF CONCERN AND WE SHALL RELY ON YOUR WORD AS ALL NECESSARY DISCLOSURES TO BE MADE IN THE MATTER.

OTHER THAN THAT WHAT WE WOULD DO IS THAT WE WOULD ALSO LIKE TO KNOW OF YOUR OVERVIEW OF TERMS AND CONDITIONS BEFORE WE PROCEED FURTHER.

WITH BEST REGARDS SUSANTO HAJELA, MINISTER OF SPORTS INDEPENDENT CHARGE UNION OF INDIA
Dear Minister,

So lovely to see you in the city. It’s one of those fancy delegations I suppose which the Government sends year by year “to study proposals”, though forgive me we really need to ask what that translates to.

Anyways I thought it is best that since we are both in the hotel we meet one of these evenings to take the matter further for discussion. You see after the receipt of your fax I decided that India was client which would be worth the pain. I am summarising some of our bottom lines below.

1. We have incorporated a company in the Cayman Islands. Cayman Islands is part of the commonwealth, a British overseas territory. The company bears the name and style of Cayman Atlantica. You see we wanted to be sure that all the financial transactions of the company are discreet and handled properly, if you know what we mean.

2. This company has incorporated a fully owned subsidiary in India, the Athletica Ganges. The company shall be based out of New Delhi. However the company shall not maintain any physical assets in India. Also Surendran happens to be an Indian so I believe there is enough Indian “connection”
3. We are very insistent on maintain complete secrecy over our ways and processes. We would like to state that we keep these products and processes under and are overall administration of the service as a complete trade secret. On instances in the US., a soft drink giant has refused to disclose its formula even under court orders. Should we be entering into any agreement let it be understood that no governmental or non governmental agency under any circumstance shall force us to reveal our ways and means, even when it comes to dispute. Subject to the exit clauses you may break the contract and exit but not put any stress for us to reveal our means and methods.

4. With regards to the Brazilian rumours we would like to request you to point out facts. Nothing is in concrete. In any case we would like you to at your own devices find out and satisfy yourself if we are at any wrong. Let me suggest for a parallel that we were entering a contract about an immovable property this would have been entered into in "as is where is basis". Though this is not immovable property you understand the general terms in which the contract would be.

5. We shall be taking over the responsibility for the Indian Hockey team to perform. As such each and every aspect of their professional lives, and personal ones so much as so it has any bearing on the game shall be completely ours. No association or body shall have any say in it and we shall be at complete discretion to do all that is necessary as deemed in the fitness of things.

6. I am also attaching a standard copy of the contract with this note. Please be advised on it before we sign it formally. Additionally a formal proposal is enclosed drafted by Surendran. He has taken pains to submit one copy to the Indian Embassy this afternoon. He shall be present with me at the next meeting and shall be responsible for this deal.

So let me know a time we can discuss and get things moving towards the goal, no pun intended there.

Yours truly,

Newman Laurie.
Annexure Three

184. Resolution of Disputes

184.1. That in the event of any disputes, whether past present or future, of any kind whether direct or indirect, the same shall be subject to the Arbitration.

184.2. That the arbitrator so appointed shall be one of unlimited jurisdiction.

184.3. That the Arbitrator shall be one who shall be appointed at the discretion of the Jt. Secretary (Department of Sports).

184.4. That by application of law or operation of facts if the Arbitrator is indisposed of the office for reasons either de facto or dejure, then the arbitration shall be appointed by under the relevant provisions of law.

184.5. That the said Arbitrator shall at the time of raising the dispute satisfy himself and the parties of any reasons, facts or circumstances which may raise doubts on his impartiality.

184.6. That the questions on impartiality must be raised at the earliest possible stage and not later.

184.7. That the procedure of Arbitration shall be decided in the Arbitration itself.

184.8. The decision of the Arbitrator shall be final in all respects and shall not be subject to any question.

184.9. That the law governing the terms of the agreement shall be Indian law. Such foreign as and where the parties to this agreement are subject to may also apply as the case may be.

184.10. That the venue for Arbitration shall be New Delhi only.

Navdeep Hashta
Jt. Secretary Sports
This Stamp Paper forms part of Registered Agreement dated 13\textsuperscript{th} December, 2003 between Athletica Ganges through its Authorized signatory Shri Sumit Surendran on the one Part and Shri Sushant Singh Lakharbaggha, son of Shri Putti Lal Lakharbaggha, resident of 34, Karol Bagh New Delhi.
28. Non Disclosure Clause

28.1 That the parties of the Agreement have after seeking due legal advice, signed and entered into this contract after being advised and have taken care to understand all the terms and conditions of this agreement and becoming fully aware of the rights and duties attached to in this agreement especially this clause.

28.2 That the ways and means of training, the regimens, the coaching techniques, food and nutrition, engineering and use of the sports gear and all such information and knowledge passed to during or as a part of training to the athlete shall be considered to be a trade secret protected both under International and Indian law.

28.3 That the athlete is only being made available all services or products or information by Atheltica Ganges and/pr Pan Athletica or its one or more subsidiaries only on the condition and on the basis of absolute trust.

28.4 That the athlete solemnly promises not to disclose any information about the methodology content constitution nature or any information about any aspects of the products, services or such information as the case may be under any circumstances whatsoever till the death of the athlete or 99 years whichever is earlier.

28.5 In return for such non disclosure Atheltica Ganges shall through Pan Athletica cause to be paid to the athlete or to his/her estate as the case may be a sum of $1 million per annum for a period of 99 years.

28.9 Under any circumstanced does the athlete cause any such information to be divulged the athlete shall

28.9.A Cause to return all payments till date with interest computed at market rate

28.9. B A sum of $25 million to Atheltica Ganges

28.C Such additional unliquidated damages as shall be determined in Arbitration.

29.9 In addition to these damages above the athlete acknowledges that all such information to it was given in trust and that by revealing such information he has criminal breached the trust of the company and such criminal remedies may be pursued against him as it is deemed fit and necessary and as permitted under law.
Brasilia: Trouble seems not to be ending for the company which seemed to have for the past decade ruled the sporting roost in Brazil. The Peruvian company Athletica Machu registered in Peru as a company with diverse business interests including Consultancy, Research and Development of Pharmaceuticals, Alternative Medicine and Natural Products and Supplements and Sports Management is in fact a fully owned subsidiary of the American multibillion listed company Pan Athletica. For almost a decade the company was the sole guardian of the Brazilian team look after all aspects of the company. Not that there seemed to be anything to complain for Brazil’s performance during these years was watched by the world. The company in turn benefitted from multiple contracts, not only in the US and Latin America but in fact even the official Government contracts in China and India.

It was therefore extremely surprising as to why the company fell out of favour with the Government here at Brazil. Many theories have been circulating. Some blame it on the fact that bribes given earlier were no longer acceptable. Not that the government officials turned a clean overnight, but the fact was that they demanded more than ever. The company said our trustable source was not inclined or obliged to pay anything for it had no want of business any more anywhere in the world. Contrarily members of the ruling party have suggested that indeed bribes were paid to the last Government but this Government refused to accept any. In fact it wanted to increase the participation of the company to other areas, but insisted that the company declare it’s methods and means. No official word is yet out from the Government, except that it has been confirmed that

"based on a large number of complaints received from several quarters on account of multiple violations in multiple laws, it is necessary that in the interest of justice and public health no further contract be renewed with Athletica or any of its franchises or subsidiaries”. The Government also confirmed that an official investigation has been launched.

The scope of the investigation seems to be wide and all pervasive. On one hand there seems to be an abnormally large number of sample collectors in the amazon forests. These scientists are engaged in “research”, the scope of which or it’s resultant product remains a mystery. Yet again several cargoes are booked to Nepal via India Bangladesh and China , in which many Brazilian fauna varieties are shipped. It seems to be run as a top secret for no reason. A leading business and strategic analyst however seems to disagree. “The whole enquiry is a farce. Till date no allegation is proven against the company. In fact it may be seen that both the Brazilian and United States Government have since been long engaged in arm twisting of the company. Whatever the company does whether it seems to be an enviable military product. Imagine the force and precision the soldiers will be able to strike at and how it will improve their fitness and aggression levels.” It may be added here that for a long period of time the US Department of Defence has indeed entered into negotiations with the company. Once again as with all other aspects of operations of the company this is only subject to conjectures and surmises as to what the exact nature of the products.

However it is without doubt that an investigation must be launched, whether the company is free on all other counts or not- it still has to answer to some disturbing health related date. It is extremely interesting that the first team the company coached the Desilvados, are in fact dead. Literally. Of the team 66% qualified to the national team . But that’s where the good statistics stop. 65% of the maiden players have varicose veins. 33% have one from cancer or are HIV positive. Indeed 25% of the original team Desilvados are now dead. This is serious and alarming. Though no detailed medical tests have taken place on the bodies of the players they all seem to have a common theme: Athletica.

Says a dead players wife on condition of anonymity , “Till three days after the match could my hubby (sic) be back. No Sir they wouldn’t let him go unless he flushed out in the pot all the dirty drugs they had given to him. Often did I think that my house was wired and I would see strange men give me strange glances. At first I thought they are they usual, nothing to worry but when I noticed they were not pursuing me but my husband I really started to get worried. Of course my husband never told me anything as to what went on. I even suspected he had an affair and checked all his clothers for lipstick stains, but none. He would behave strange for days as if the match could my hubbie (sic) be back. No Sir they wouldn’t let him go unless he flushed out in the pot all the dirty drugs they had given to him. He would behave strange for days as if he did not remember and I prayed to our Lady that he gets OK. The poor devil died, due to those dirty medicines. Now I can speak much as these amigos will cut out my money under the contract. Get out of my house”

This sense of fear can be understood as the woman stands to lose $1 millio a day. But Mr. President, Sir, what have you to loose to this company.

Bureau Report.

Annexure Five
Annexure Six

**J.Krishnamurthy, JJ:** The dispute concerns the performance of an important contract involving wholesome care of the Indian Hockey Team. The contract being with the government has important questions involved.

Heard Learned parties for both the sides.

Learned Counsel for Petitioner has prima facie shown that there is no violation of contractual terms by them till date. Ld. Counsel for the Respondent says that they are no longer bound by the contract.

However at this point of the Arbitration is in process and both the parties have appeared there. The learned counsel for the Petitioner states that he fears substantial loss of revenue and harm to reputation. Additionally there is nothing to indicate any contractual terms are broken by it till date. The Ld. Counsel for the Respondent fairly concedes to that. He also states that for the time being it is still upholding it’s responsibilities under the contract. The dispute standing resolution the Counsel for the Respondent is bound by his statement.

In the light of the above, and the fact that the Arbitration is pending resolution, the Ld. Counsel wishes to press for no other relief. The petition is therefore dismissed as withdrawn.

Sd-

Jeva Krishnamurthy, JJ

Fair Typed: SS Kahlon
Annexure Seven

The company has some disturbing and shocking violations of the Environment. It has for the principal part of its coaching on training seemed to be administering substances which enhance performance of the players. The independent scientific analysis and data suggests that there seems to be a dose which is administered to the players 24 hours before their performance. The product so administered seems to be a rare bacteria formed in the Amazon jungle and one found in the Himalayas. The DNA from both of them are fused a genetically modified organism not very different from *Lactobacillus delbrueckii* subsp. *bulgaricus* and *Streptococcus salivarius* subsp. *thermophilus* bacteria. The Brazilian variety was shipped to Nepal, camouflaged with the roots of the many plant varieties for which the shipments were booked. Once in Nepal the research station there would conduct this process of fusion and make it to a solution and be given to people which would look like milk.

Paragraph 832

The process amongst other things involved a significant loss of flora and fauna to the ecosystem. Several non renewable varieties of trees have seemed to be dying, although how much contribution of this is by global warming, it remains to be seen. Nonetheless it involves significant amount of stress to the indigenous environment.

Paragraph 911

Should it be put to test, which however is not the scope of this determination a worrying factor seems to be the health of the athletes and subjects who were administered such things. The damage seems to be both physical and psychological with scientific data submitted before the court to indicate that the athletes show undue aggressive tendencies towards their family members and often do not behave like good Christians.

Paragraph 1123

One fact which seems to be now emerging is that there were large instances of quid pro quo which seemed to have existed between certain sections of the Government and the company. Large donations were made to many political parties, both in the opposition and in the Government but substantially in the later part. The company records also shows how a large number of political lobbyists were hired and how certain members of the Government also had share holding the US, where the mother company is listed. In the last few years we see many a suspicious transactions which seemed to have emanated in the Cayman Islands a jurisdiction notorious for
Annexure Seven

financial impropriety. We are tempted to believe that the Brazilian Government was sold piece meal and had the intervention of this court not been there would be perhaps a national sell out.

Paragraph 1416

....

It his hereby directed to the Government that strong measures must be taken against the company for it’s wanton disregard of the country’s legal system.

.... Paragraph 1832

....

None the less, the country’s sporting performance must be considered and that it cannot be said that the fault is entirely that of the country but also of the Government. In a drive for international prestige the Government allowed under it’s nose this illegal and vicious catena, and all that was neccessary or asked by the company was provided to it without subjecting it the rigmaroles of due procedure.

.....Paragraph 1943

.....

That before we direct the penalty we therefore find the company to have violated laws concerning the Environment, Financial system and that which arguably find themselves in the province of large scale corruption.

Paragraph 1956

......

The Company’s counsel has made many objections not only on the facts, the evidence but also on the jurisdiction of the court. The company’s right to appeal on this and other counts is recognized subject to the legal provisions.

Paragraph 2011

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United States Embassy in India

Press Release: The US Mission would like to report that it has received several press queries with regards to an American company listed in the United States. In response to this and many other questions a several investigations are en route in the US. We are summarizing the scope of enquiry for some of the key ones.

1. Is Pan Athletica or any other legal persons in the United States or outside responsible for violations under the Foreign Corrupt Practices Act, 1977?
2. Is Pan Athletica or any other legal persons responsible for money laundering and having and maintaining illegal accounts in the British Overseas Territory of Cayman Islands?
3. Is Pan Athletic guilty of manslaughter or other criminal charges for causing harm to health to US citizens?
4. Is Pan Athletica guilty of violations of law governing sports and the standard norms and rules of conduct in the enterprise.