

**BEFORE HON'BLE MR. JUSTICE DEEPAK GUPTA
FORMER JUDGE, SUPREME COURT OF INDIA
OMBUDSMAN, BIHAR CRICKET ASSOCIATION**

Mr. Aditya VermaApplicant No. 1

Versus

BCA..... Respondent

With

Mr. Rupesh Kumar Jha & Anr..... Applicant No.3

Versus

BCA & Ors.....Respondent

Appearance

For Applicant No. 1:

Mr. Kartik Pandey, Adv.

For Applicant No. 3

Mr. Pratik Kumar, Adv.

For DCA

Mr. Aakarshan Aditya, Adv.

For Respondent

Mr. Neeraj Gupta, Senior Adv.

Mr. Navjot Yesu, Adv.

Mr. Abhishek Goel, Adv

Mr. Manish Raj, CEO, BCA

Mr. Ziaul Arefin, Secretary, BCA

ORDER DATED 27 JUNE 2026

Application No.1 & 3

1. Mr. Kartik Pandey, Ld. Counsel for Mr. Aditya Verma, Applicant No. 1 states that he is not pressing his Application filed for permission to hold Late M.L. Verma tournament with liberty to file fresh one if need so arises. The Application is disposed of accordingly with liberty to file a fresh one as and when required.
2. Mr. Aditya Verma, complainant despite being requested previously by me not to send messages or emails on my personal telephone number and email id on more than one occasions has again sent WhatsApp messages on my WhatsApp. Mr. Verma is directed not to get in direct touch with the Ombudsman and shall only communicate through the official email id.
3. Mr Aditya Verma had requested that he may be heard for 2 minutes. I have heard him for more than 10 minutes today and his main grievance appears to be that only BCA should pay the fees of the Ombudsman and the aggrieved parties should not be asked to pay any portion of the fee of the Ombudsman. He submits that in all other State Cricket Associations and in the BCCI, the entire remuneration of the ombudsman is borne by BCCI or State Cricket Associations. He also submits that even in the Bihar Cricket Association, prior to my directions, no other Ombudsman had charged any fee from the complainants.
4. I would like to make it clear that I had proposed my fee schedule to the BCA and after discussion with the BCA, I was informed that they get an annual grant of about INR 15 crores and thereafter, keeping in view the annual grant, the fee of the Ombudsman was fixed.

5. On receipt of certain representation made by the parties, I reduced the fees substantially and a letter dated 11.06.2026, in this regard, was sent to BCA which reads as follows:

“Vide my letter dated 06.05.2026, I had indicated the honorarium and fees which I proposed to charge. The relevant portion of the said letter read as follows:

"I note that the Bihar Cricket Association, in its response, has highlighted "the financial constraints being faced by it. Taking the same into consideration, and keeping in view the volume and nature of work involved, I propose that the honorarium payable to me be fixed at Rs. 5,00,000 per month. In addition, a sum of Rs. 50,000 per month may be paid directly to my colleague(s) towards secretarial and administrative assistance, making a total of Rs. 5,50,000 per month.

I have been informed that there are a large number of cases involving extensive adjudication. Accordingly, I propose that, in each case, a reading fee of Rs. 2,00,000 be payable, to be shared equally between the parties, i.e., Rs. 1,00,000 each by the concerned party and the Bihar Cricket Association. As regards hearing fees, a fee of Rs. 2,00,000 per session may be paid, to be equally shared between the parties (Rs. 1,00,000 each). Each session shall be of a duration not exceeding two and a half hours."

Thereafter, I received various communications from the parties stating that the fees proposed were on the higher side. Having considered the matter and after going through the record, I find that most of the matters presently pending before me are applications. Accordingly, as regards the reading fee, I propose to reduce the same from Rs. 2,00,000 to Rs. 50,000 per case, out of which Rs. 25,000 shall be borne by the Bihar Cricket Association and Rs. 25,000 by the concerned applicant(s).

As far as the hearing fee is concerned, I am of the view that the fee of Rs. 2,00,000 per session of up to two and a half hours is

reasonable, and therefore I do not propose to modify the same. However, I would like to clarify that one-half of the hearing fee shall be paid by the Bihar Cricket Association and the remaining one-half shall be shared equally by all applicant(s) and contesting respondents (other than the Bihar Cricket Association), who are heard during this session in such proportion as may be determined by the Ombudsman.

In view of the above, paragraph 3 of my letter dated 06.05.2026 shall now read as follows:

“In each case, a reading fee of Rs. 50,000 shall be payable, out of which Rs. 25,000 shall be paid by the applicant and Rs. 25,000 by the Bihar Cricket Association. No application shall be entertained unless the reading fee is deposited.

As regards hearing fees, a fee of Rs. 2,00,000 per session is fixed for a hearing not exceeding two and a half hours. Out of the said amount, Rs. 1,00,000 shall be paid by the Bihar Cricket Association and the remaining Rs. 1,00,000 shall be shared equally amongst all applicants and contesting respondents other than the Bihar Cricket Association, in such proportion as may be determined by the Ombudsman.”

My honorarium shall continue to be Rs. 5,00,000 per month together with Rs. 50,000 per month towards secretarial and administrative assistance, as stated in my second letter dated 06.05.2026.”

The Bihar Cricket Association is requested to place these terms and conditions before the Hon'ble Supreme Court for its consideration.”

6. Thereafter, Order dated 16.06.2026 was passed on the request made by Mr. Aditya Verma through email which reads as follows:

“ORDER DATED 16 JUNE 2026

1. *This order deals with the email dated 13.06.2026 sent by Mr. Aditya Kumar (Complainant No.1) seeking waiver of the fees fixed by the Ombudsman.*

2. *In the said email, Mr. Aditya Kumar has stated that the Bihar Cricket Association (BCA) should be responsible for payment of the fees of the Ombudsman and that he should not be required to pay any part of the same. He has, therefore, sought waiver of the fees payable by him.*

3. *The Hon'ble Supreme Court of India, by order dated 29.04.2026, directed as under:*

"The fees of the learned Ombudsman along with other modalities shall be fixed in consultation with the parties."

4. *The above direction shows that the Hon'ble Supreme Court used the word "parties". Had it intended that the BCA alone should bear the entire fees of the Ombudsman, it would have specifically said so. Therefore, I find no merit in the contention that only the BCA is liable to pay the fees of the Ombudsman.*

5. *It may also be noted that the BCA is already paying the monthly honorarium of the Ombudsman. The reading fees fixed by me are nominal and the hearing/session fees are being shared by a number of applicants.*

6. *During the hearing held on 11.06.2026, I had informed the parties and their learned counsel that I was revising the fee structure earlier proposed. The reading fees were reduced, while the session fees were kept unchanged but to be paid 50% by BCA and the remaining 50% to be shared by all the other parties. At that stage, no party or counsel raised any objection to the fee structure or to the sharing of the fees.*

7. I may, however, clarify that if any party is genuinely unable to pay the fees fixed by me, it may file an appropriate application seeking waiver of the same. Such a request shall be considered on its own merits.

8. In the present case, I find no reason to grant any waiver. The applicant is represented by counsel and, in fact, by more than one counsel. The applicant also seeks to organize a tournament involving distribution of prize money. If the applicant is in a position to organize such a tournament and engage counsel from Delhi to represent him, I see no reason why he cannot pay the nominal fees fixed by me.

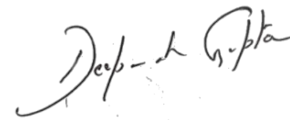
9. The request made by Mr. Aditya Kumar for waiver of fees is, accordingly, rejected.

10. The BCA is directed to upload a copy of this order on its Website.”

7. I have given liberty to the parties to file an Application for waiver of fees and in case they can satisfy me that they are not in a position to pay fee of the Ombudsman, the same can be waived or reduced. Obviously, such an application has to be supported by evidence.
8. Despite such order Mr. Aditya Verma has not filed any such Application till date. Mr. Kartik Pandey, Ld. Counsel for Mr. Verma submits that he will file an Application on or before 29.06.2026. The Application shall be considered with other Applications on 03.07.2026 at 6:00 pm.
9. With regard to complaint No. 33 and complaint No. 39, Mr. Pratik Kumar, Ld. Counsel for the complainant prays for and is granted time up to 03.07.2026 to file rejoinder. Mr. Aakarshan Aditya, Ld. Counsel for DCA for submits that he does not want to reply on behalf of DCA

and will address arguments based on the reply filed by BCA. List the matter on 04.07.2026 at 11:00 am.

10. Mr. Kartik Kumar, Ld. Counsel has filed an intervention application on behalf of Mr. Mohammed Aftab Alam laying challenge to elections to the office of GDCA. The office of the Ombudsman is directed to forward a copy of the said email to BCA and GDCA and this matter shall also be taken on 03.07.2026.



**Justice Deepak Gupta (Retd.)
Ombudsman**