

Decision of the Adjudicatory Chamber of the Ethics Committee

passed on 07 March 2024

DECISION BY:

Vassilios SKOURIS (Greece), Chairperson

Fiti SUNIA (USA/American Samoa), Deputy Chairperson

Gregory DELZIN (Trinidad and Tobago), Member

ON THE CASE OF:

Abdus Salam Murshedy, Bangladesh

(Decision FED-480)

REGARDING:

Art. 14 of the FIFA Code of Ethics (FCE) – General duties

Art. 16 of the FCE – Duty of loyalty

Art. 25 of the FCE – Forgery and falsification

I. FACTS

A. Overview of the Case

1. The present case relates to allegations submitted by the Investigatory Chamber of the FIFA Ethics Committee (**the IC** or **the Investigatory Chamber**) against Mr. Abdus Salam Murshedy (**Mr. Murshedy** or **the Accused** or **the Respondent**) in relation to possible behaviour(s) and/or conduct(s) in violation of the FIFA Code of Ethics (**FCE**). Specifically, it is alleged that Mr. Murshedy – whilst maintaining his position(s) of Senior Vice – President of the Bangladesh Football Federation (**BFF**) and Chairman of the BFF Finance Committee – participated in procurement and payment processes (within the BFF) which were supported with falsified quotations/documentation and subsequently paid for, or expected to be paid for, with FIFA Forward funds.

B. Proceedings before the Investigatory Chamber

1. Procedural background and communications with the parties

I. The Respondent

2. Mr. Abdus Salam Murshedy is a 60 (sixty) year-old Bangladeshi citizen, born on 06 October 1963.
3. Mr. Murshedy holds/has formerly held several high-ranking positions in football, such as, amongst others¹, the positions of Senior Vice-President of the BFF and Chairman of the BFF Finance Committee – these positions having been held by the Respondent since May 2012 and within the material timeframe(s) pertinent to the present proceedings, as shall be explained in further detail *infra*.

II. Preliminary investigations and the opening of proceedings (FED-364)

4. On 28 October 2020, the FIFA Compliance sub-division informed the Secretariat to the IC that an external consultant – Control Risks Group Limited (**Control Risks**) – had provided a report dated 23 September 2020 identifying several issues in relation to the bidding procedures which were utilised by the BFF, these aforementioned procedures being paid for with FIFA funds. In addition, the FIFA Compliance sub-division further advised the IC that, due to the findings of this report, it had requested a forensic review of the BFF's premises, the former to be conducted by the auditing firm BDO LLP (**BDO**).
5. On 05 March 2021, BDO issued its forensic report regarding the BFF's use of FIFA funds between 01 January 2017 and 30 September 2020.
6. On 28 April 2022, taking into account the relevant information and documentation obtained throughout the preliminary investigation, the Chairperson of the IC, Mr. Martin Ngoga, determined that in accordance with arts. 60 (1) and 61 (1) FCE (2020 edition), there was *prima facie* a case that Mr. Murshedy may have committed violations of the FCE. Accordingly, on the same date (28 April 2022), Mr. Murshedy was notified of the opening

¹ For example, Mr. Murshedy also held the position of 'Vice President of the BFF' from 29 April 2008 until 30 April 2012 and likewise has held the position of Chairperson of the Referees Committee of the BFF since 18 April 2023.

of formal investigatory proceedings against him, which at that stage, concerned the possible breaches of arts. 13, 17, 24, 25 and 28 of the FCE, 2020 edition. In addition, Mr. Murshedy was informed by the Chairperson of the IC that, in accordance with art. 63 FCE, 2020 edition, Mr. John Tougon – member of the IC – had been appointed to lead the investigatory proceedings as the Chief of Investigation.

III. Communications with the BFF

7. Between 22 March 2021 and 11 June 2023, the Investigatory Chamber exchanged several communications with the BFF. Within these communications, the BFF was requested to provide information and documentation *inter alia* aiming to clarify the amount(s) involved and the rationale behind the pertinent alleged transactions.

IV. Communications with the Accused

8. On 09 November 2022, the IC requested Mr. Murshedy to provide his (written) position concerning the allegations raised against him.
9. On 15 November 2022, Mr. Murshedy sent his position to the IC regarding the allegations brought against him.

V. Expert Opinion

10. On 02 September 2022, concerning "*the allegations of use of falsified documentation to support the procurement processes to purchase goods within the BFF*"², the Investigatory Chamber engaged with an expert "*in graphistics, documentscopy and documentary forgery*", Mr. Carlos Medina Casado, in order for him to provide his expertise regarding "*the authenticity of the quotations*"³.
11. On 19 September 2022, Mr. Carlos Medina Casado (**the Expert**) submitted his expert opinion to the Investigatory Chamber (**the Expert Report**).

VI. Closure of the investigation proceedings

12. On 07 July 2023, the Investigatory Chamber provided the Accused with a copy of the investigation files, including a summary of the main potential charges, and invited him to submit any observation(s) or comment(s) which he may have had in relation to such documents.
13. No comment(s) and/or observation(s) were submitted by the Accused in relation to the documents provided by the IC on 07 July 2023.
14. On 28 September 2023, the investigation proceedings were closed and the Final Report produced from said investigations (**the Final Report**) was transmitted to the Adjudicatory Chamber of the FIFA Ethics Committee (**the Adjudicatory Chamber** or **the AC** or **the Chamber**).

² Page 4 of the Final Report of the Investigatory Chamber.

³ Ibid.

2. Factual findings of the Investigatory Chamber

15. The present section aims to summarise the case file constituted by the Investigatory Chamber as well as the related findings of the former as contained within the Final Report.

I. The BFF's procurement procedure

16. On 22 March 2021, the IC requested the BFF for (a) detailed explanation(s) of their procurement processes for securing goods and services. In particular, the IC requested the BFF for information on how it requests and receives quotations, the criteria used by the BFF for selecting a provider/seller and a list of the individuals responsible within the BFF for reviewing and approving the quotes received.
17. In response, the BFF clarified to the IC that their procurement policy had been officially approved on 01 October 2019 and subsequently implemented on 01 January 2020. In this respect, such procurement policy stated that “[w]here the estimated value of the order to supply goods or contract for any works to be carried out from BDT 100,000/- to 1,000,000 [USD 1,206.00 to USD 12,060.00]⁴ /- quotations shall be obtained from the term contractors, other term contractor or 3 reputable firms. If the amount exceeds BDT 1,000,000/-, work can be completed by tender procedures⁵.”
18. In accordance with the regulations of the FIFA Forward Development Programme, the IC considered it important to note that wherever FIFA funds are intended to be used “the threshold is USD 50,000⁶”. In “such cases⁷”, the IC stated within the Final Report that “the member association is required to submit cost estimates from a minimum of three different suppliers or provide evidence of a competitive procurement process⁸”.
19. On 30 March 2021, 31 March 2021 and 30 July 2022, the BFF provided the IC with detailed explanations of how the procurement and fund release procedures were conducted by the BFF.
20. On 26 August 2022, upon the request of the IC, the BFF provided further clarification(s) regarding the “procurement and payment processes⁹”.
21. On 17 June 2022, according to the Final Report, the BFF informed the IC that during the period between 2018 and 2020, there was no established “procurement committee” responsible for the “procurement of goods or services within the BFF¹⁰”. As a consequence, the relevant department within the BFF would purchase the necessary goods by collecting quotations manually or via email. These quotes would then be submitted for subsequent approval “by the respective authority¹¹”.

⁴ The Final Report stated that this was the average exchange rate from 2017 to 2020

⁵ Pages 7-8 of the Final Report of the Investigatory Chamber.

⁶ Page 8 of the Final Report of the Investigatory Chamber.

⁷ Ibid.

⁸ Ibid.

⁹ Ibid.

¹⁰ Ibid.

¹¹ Ibid.

22. The Final Report stated that according to the BFF, the following BFF staff members were involved in the concerned procurement and payment process(es)¹² between 2018 and 2020:
- Mr. Md Hasan Mahmud, Manager – Grassroots
 - Mr. Zaber Bin Taher Ansari, Manager – Competitions
 - Mr. Emran Hossain Tusher, Manager – Protocol
 - Mr. Md Mizanur Rahman, Manager – Operations
 - Mr. Mozammel Hosain Mithu, Executive – Marketing
 - Mr. Anupom Sarker – Assistant Head of Finance¹³;
 - Mr. Abu Hossain – Chief Financial Officer (CFO)¹⁴;
 - Mr. Abu Nayeem Shohag – General Secretary¹⁵;
23. Within the Final Report, the IC noted that whilst the above persons listed above from points 1 through to 5 *“only participated in specific procurement process depending on the goods and the beneficiary department”*, the BFF staff members listed above from points 6 to 8 were *“involved in all concerned transactions”*¹⁶.
24. Further, the IC stated that the BFF pointed out that the BFF Finance department was *“usually”* not involved within the procurement process(es). However, the BFF Finance department was *“associated with verifying the submitted quotations, relevant documents and the reputation of the vendors”*¹⁷.
25. The IC obtained documentation related to the pertinent procurement processes¹⁸, particularly, the *“Comparative Statement of Quotations”*¹⁹. According to the Final Report, these statements were produced for the purposes of reviewing and comparing the various quotations received by the supplier/vendors and to justify the selection of the winning bidder. The Final Report stated that *“[t]his process was ratified by the Secretary General of the BFF at that time, Mr. Shohag, in his written statement dated 26 August 2022”*²⁰.
26. According to the IC, from the analysis of the ‘Comparative Statement of Quotations’²¹ at hand, it can be established that apart from *“the person in charge of the relevant department (the BFF department benefiting from the purchase)”*, four other officials were *“always involved in the selection of the winning vendors”*²²:
- Mr. Abu Hossain, Chief Financial Officer;
 - Mr. Md Abu Nayeem Shohag, General Secretary;
 - **Mr. Abdus Salam Murshedy, Chairman of the Finance Committee**, and;
 - Mr. Kazi Md. Salahuddin, President.

¹² Please see section 2. III. – Falsified quotations (concerned transactions) *infra*.

¹³ According to the Final report, according to BDO, Mr. Anupom Sarker, Assistant Head of Accounts, was *“responsible for financial oversight”* (see enclosure 3 to the Final Report, page 19).

¹⁴ According to the Final Report, according to BDO, Mr. Abu Hossain, Chief financial Officer, was *“responsible for the approval of the selected supplier”* (see enclosure 3 to the Final Report, page 19).

¹⁵ According to the Final report, according to BDO, Mr. Abu Nayeem Shohag, General Secretary, was responsible for *“secondary approval of the selected supplier”* (see enclosure 3 to the Final Report, page 19).

¹⁶ Page 9 of the Final Report of the Investigatory Chamber.

¹⁷ Enclosure 5 to the Final Report, document 5.2 at page 2.

¹⁸ Please see section 2. III. – Falsified quotations (concerned transactions) *infra*.

¹⁹ Enclosures 14 & 22 to the Final Report.

²⁰ Page 9 of the Final Report of the Investigatory Chamber. Enclosure 5 to the Final Report, document 21.

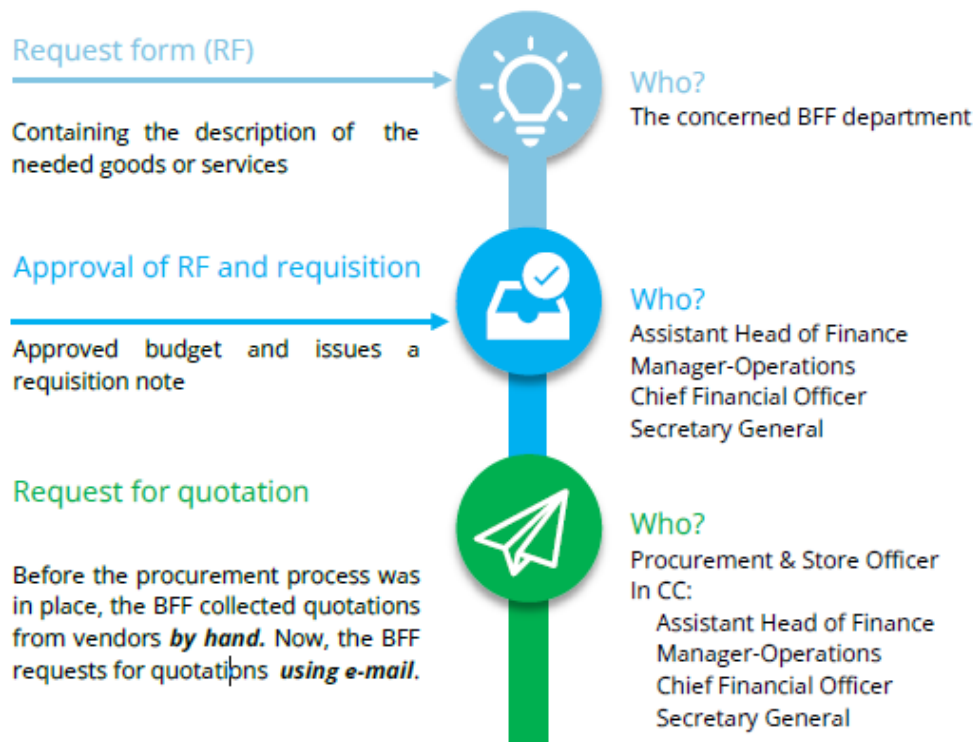
²¹ Enclosures 14 & 22 to the Final Report.

²² Page 9 of the Final Report of the Investigatory Chamber.

II. The designated bank account and the payment process

27. The FIFA Forward Development Programme Regulations require FIFA's member associations to execute all payment related to "the Forward 2.0" directly from the "designated bank account of the Forward Programme"²³.
28. According to the Final Report, the BFF operates "with a Premier Bank Limited bank account (A/C no. 108-131-00001102)" to receive Forward funds from FIFA and to pay for any expenditures related to the Forward Program directly in the domestic currency, Bangladeshi Taka (**BDT**).
29. The IC stated that according to the provided documentation, the payments from the aforementioned bank account were approved by the **Chairman of the BFF Finance Committee (Mr. Abdus Salam Murshedy)**, with secondary approvals coming from the Chief Finance Officer, Mr Abu Hossain and/ or the (former) BFF General Secretary, Mr. Abu Nayeem Shohag.
30. The Final Report stated that once the approval had been given, a cheque was issued. Likewise according to the Final Report, there were three persons whom had the authority to issue cheques from the FIFA designated account in the BFF - Mr. Kazi Md Salahuddin (the BFF President), **Mr. Abdus Salam Murshedy (the BFF Senior Vice President and Chairman of the Finance Committee)** and Mr. Kazi Nabil Ahmed (the BFF Vice President) – with the account being jointly operated by any two out of the three signatories²⁴.
31. The following table extracted from the Final Report summarises the explanations of the procurement and payment process(es) as provided by the BFF:

Summary of the Procurement & Payment processes at the BFF



²³ Page 9 of the Final Report of the Investigatory Chamber. See art. 8 (1) (d) of the FIFA Forward Development Programme Regulations – enclosure 9 to the Final Report.

²⁴ Enclosure 5 to the Final Report – Communication with the BFF, document 2.2 at page 1 & document 18.2 at page 1.



[Extract pages 10-11 of the Final Report]

III. Falsified quotations (concerned transactions)

32. The Investigatory Chamber analysed a number of transactions carried out by the BFF and identified several which it considered to be problematic, since they allegedly made use of falsified documentation in order to support transactions which were paid, or expected to be paid, with FIFA Forward funds. In particular, the Investigatory Chamber isolated/identified four specific transactions.

a) Transaction 1: Flight tickets

33. On 01 November 2019, the BFF made a payment of BDT 1,686,300 (USD 19,925) to the travel agency Al Marwah International for their services in managing and issuing several flight tickets for the BFF National Team – World Cup 2022, "Omen tour"²⁵.
34. The IC stipulated within the Final Report that according to the BFF, for this particular transaction, the "National Teams committee raises requisition for air tickets for the National Football Team's travel to abroad"²⁶.
35. On 21 October 2019, the Final Report stated that the BFF received three quotations for flight tickets from the following bidders: 'Al Marwah International', 'Purabi International' and 'Multiplex Travels & Tourse'.
36. In particular, according to the IC, on 30 October 2019, Mr. Abu Hossain, Mr. Abu Nayeem Shohag and **Mr. Abdus Salam Murshedy** made and approved the "authorisation for payment"²⁷:

B-125
30-Oct-19

BANGLADESH FOOTBALL FEDERATION

Sub: Issue of Cheque from The Premier Bank A/C


Please note that we are in need to issue the following amount from the bank mentioned above as per instruction of Honorable President & Finance Chairman:


Received


Balance in Hand	✓ FIFA Fund		
Total			


Sl. No.	Particulars	For	Amount
3	Al Marwah International	Final payment of airfare for National Team (World Cup 2022 Omen Tour)	1,686,300
			1,686,300
	Balance		(1,686,300)

Placed for kind approval.


 Asst. Head - Finance


 Md. Abu Hossain
 Chief financial Officer


 Md. Abu Nayeem Shohag
 General Secretary


 Approved by
 Abdus Salam Murshedy
 Chairman - Finance Committee

[Extract page 12 of the Final Report]

²⁵ Page 12 of the Final Report of the Investigatory Chamber.

²⁶ Page 12 of the Final Report of the Investigatory Chamber. See also enclosure 5 to the Final Report – Communications with the BFF, document 5.2 at page 2.

²⁷ Page 12 of the Final Report of the Investigatory Chamber.

37. Subsequently, the Final Report submitted that two cheques were issued from the designated FIFA Forward bank account on 01 November 2019 for the amounts of BDT 886,300 (USD 10,472.34) and BDT 800,000 (USD 9,452.66) respectively – both of which being both issued and approved by **Mr. Murshedy (BFF Senior Vice President)** and Mr. Kazi Nabil Ahmen (BFF Vice President):



[Extract page 13 of the Final Report]

b) Transaction 1: Flight tickets – Irregularities

(i) Control Risks' findings

38. According to the Final Report, whilst reviewing *"the documentation"*, Control Risks found that the quotations provided by all three bidders ('Al Marwah International', 'Purabi International' and 'Multiplex Travels & Tourse) exhibited various similarities. Notably, they all contained the identical opening statement *"[w]e are pleased to submit the following rout air tickets quotations"*. Additionally, it was observed that the word *"rout"* was misspelled in all three letters and that the quotations shared the *"same numerical error in the serial number"*²⁸.
39. The IC additionally submitted that, upon further research, Control Risks had discovered that the aforementioned vendor 'Multiplex Travels & Tours' was listed as a travel agency within two different business directories in Bangladesh – 'Review Bangla' and 'Biz South Asia'²⁹. In this context, Control Risks had also noted that the address mentioned on the quotation provided by Multiplex had matched the address provided in the aforementioned business directories' profiles. This said, Control Risks had likewise identified a discrepancy in *"the spelling of the [vendor's] name"*³⁰ - the provided quotation referring to the entity as 'Multiplex Travels & Tourse', whereas the business directories indicated that the entity's name was 'Multiplex Travels & Tours'.

²⁸ Page 13 of the Final Report of the Investigatory Chamber.

²⁹ Information available through: www.reviewbangla.com & www.bizsouthasia.com.

³⁰ Page 13 of the Final Report of the Investigatory Chamber.

40. In addition to the foregoing, the IC stated that Control Risks had discovered that 'Purabi International' was actually a manpower recruitment agency which shared *"the same address and phone number as mentioned in the quotation"*³¹. On the basis of this information, the IC stipulated that Control Risks had concluded that it would be unlikely for a manpower recruitment agency such as Purabi International to be requested to provide a quote for flight tickets to the BFF.
41. Finally, Control Risks identified another discrepancy within the quotation which had been received from 'Purabi International' – this being that the monetary amount expressed 'in words' did not match the amount which had been indicated in figures.
42. Due to these *"unusual similarities and discrepancies"*, the Final Report stipulated that Control Risks had reached the conclusion that it was unlikely that the *"two other providers"* – i.e. 'Purabi International' and 'Multiplex Travels & Tours' – had actually submitted (a) quotation(s) to the BFF.

(ii) BDO's findings

43. As mentioned within the Final Report, when BDO carried out its forensic audit, they successfully contacted representatives of both Purabi International³² and Multiplex Travels & Tours³³. Both companies confirmed that they had not provided any quotations nor rendered any services to the BFF in the past.
44. Moreover, the IC pointed out that BDO had managed to contact 'Purabi International' and verify that it was indeed a recruitment agency rather than a travel agency. However, according to the Final Report, the *"spokesperson acknowledged [that the] company uses a similar letterhead and layout"*³⁴.
45. Finally, the Final Report highlighted that BDO had also emphasised that the *"layouts of the quotations were identical"* and that, in particular, *"they had the same table structure, date and referencing format"*³⁵.

(iii) The Expert's findings

46. Within the Expert Report, the Expert had grouped the documents connected to the present transaction concerned (Transaction 1 – flight tickets) as Group 5.
47. In particular, the IC underlined that the Expert had maintained that the tables contained in all three of the quotations provided by the applicable vendors had been *"made up of the same size and number of sections"* and

³¹ Page 14 of the Final Report of the Investigatory Chamber.

³² On 19 November 2020, BDO contacted Mr. Mohammed Mohiuddin, proprietor of Purabi International, whom stated that the quotation provided by the BFF had not been produced by Purabi International. The supplier also confirmed that they were a recruitment agency, not an air travel/ticket supplier. According to the Final Report, the proprietor showed surprise at the document presented during BDO's visit. Finally, the Final Report underlined that Purabi International had stated that it **did not submit any quotes to the BFF on 21 October 2019**. As such, the Investigatory Chamber concluded that the quotation which had been included within the abovementioned procurement process was created without the supplier's knowledge (see enclosure 3 to the Final Report: BDO Audit Report at page 26 for further details).

³³ On 19 November 2020, BDO contacted Mr. Manik Mia, proprietor of Multiplex Travels & Tours, **whom confirmed that Multiplex Travels & Tours did not submit any quotes to the BFF on 21 October 2019** (despite a quotation being on file). As such, the Investigatory Chamber concluded that the mentioned quotation had therefore been produced without the supplier's knowledge (see enclosure 3 to the Final Report: BDO Audit Report at page 26 for further details).

³⁴ Page 14 of the Final Report of the Investigatory Chamber.

³⁵ Page 15 of the Final Report of the Investigatory Chamber.

were “[f]ully coincident in their base content” (*free English translation*). Moreover, the Final Report stated that during his observations, the Expert had noticed “complete phrases with the identical errors in the displayed documents”.

48. Furthermore, with respect to the mentioned tables contained in each of the applicable quotations, the Expert, within the Expert Report, conducted a comparative exercise of the referred-to documentation using “a superimposing technique”. According to the IC, this comparison revealed that the tables “fully coincide[d] with each other”.
49. In addition, the Expert conducted a “negatoscope examination” of the ink which had been used to produce the quotations and had subsequently observed within the Expert Report that there was a “coincidence in the ink used among all the quotations”.
50. As such, the Final Report stated that considering the above, the Expert Report concluded that “[t]he doubtful documents of group 5 are made by the same pattern or template, being made by the same company and not different” (*free English translation*).

c) Transaction 2: Lawnmowers

51. On 15 December 2019 and 17 December 2019, the IC submitted that the BFF received, respectively, three quotations relating to the purchase of two lawnmowers from the following companies: ‘Bangladesh Hardware’ (on 15 December 2019), ‘Shova Enterprise’ (on 15 December 2019) and ‘Sharmin Enterprise’ (on 17 December 2019). In particular, according to the Final Report, all three of the aforementioned companies submitted handwritten quotations.
52. In this respect, the IC stated that Sharmin Enterprise and Shova Enterprise were the unsuccessful bidders as Bangladesh Hardware won the tender with a total bid of BDT 120,000 (USD 1,390).
53. In particular, the IC emphasised that the applicable “order for the purchasing of goods [was] dated **15 December 2019** and issued by Mr. Shohag, BFF Secretary General”³⁶. In this respect, the IC highlighted that such order for the purchase of goods was issued on the exact date upon which the BFF had received two out of the three quotations in question for the present transaction, and, moreover, *two days before* the company Sharmin Enterprise had provided its quotation to the BFF on 17 December 2019 (the third and last quote received for the present transaction). As such, the IC considered it highly improbable that the BFF had thoroughly and adequately analysed all three of the quotations provided before selecting Bangladesh Hardware as the winning vendor.
54. According to the Final Report, on 10 February 2020 the BFF issued a cheque from the FIFA designated bank account in the amount of BDT 120,000 (USD 1,412.60) in favour of Bangladesh Hardware. The IC underlined that it was important to note that said cheque was “once again” approved by **Mr. Murshedy (BFF Senior Vice President)** and Mr. Kazi Nabil Ahmed (BFF Vice President).

³⁶ Page 16 of the Final Report of the Investigatory Chamber.



[Extract page 16 of the Final Report]

55. According to the Final Report, on 16 February 2020, Bangladesh Hardware acknowledged receipt of payment from the BFF.

d) Transaction 2: Lawnmowers – Irregularities

(i) Control Risks' findings

56. According to the Final Report, Control Risks stated that the BFF provided the auditors with three **undated**³⁷ quotations for lawnmowers from Bangladesh Hardware, Shova Enterprise and Sharmin Enterprise.
57. Control Risks also highlighted that Bangladesh Hardware had sent an invoice in which it had spelled its name as 'Bangladesh Hardwar' and with a slightly different address.
58. Additionally, the IC noted that Control Risks had expressed its concerns over the quotations submitted by Shova Enterprise and Sharmin Enterprise due to "several striking similarities". In particular, according to the Final Report, these similarities encompassed "the layout such as formatting, spacing, both hand-written quotes and the use of asterisks as bullets"³⁸. Moreover, the quotations were set out in an "identical manner (central header underlined, parallel spacing and paragraphs) and [used] the same imagery"³⁹.

(ii) BDO's findings

59. The IC stated that it was worthy of mention that during the review process, BDO successfully contacted Sharmin Enterprise through a telephone call.
60. Interestingly, according to the IC, when BDO dialled Sharmin Enterprise's landline, the person whom answered the call identified themselves as "Shova Enterprise". Despite making several phone calls, the Final Report states that BDO were unable to establish contact with Bangladesh Hardware.

³⁷ The IC emphasised that the quotations which were physically provided to the IC during the "Ethics proceedings" were all dated.

³⁸ Page 17 of the Final Report of the Investigatory Chamber.

³⁹ Ibid.

(iii) The Expert's findings

61. The IC stated that apart from the quotations which had been offered in relation to *"the procurement process of lawn mowers"*⁴⁰, the IC requested the Expert, Mr. Medina Casado, to also examine the signatures which were present within the two documents *"provided by the BFF and purportedly issued by Bangladesh Hardware"*⁴¹. Specifically, these mentioned documents were Bangladesh Hardware's aforementioned quote presented on 15 December 2019 and its letter dated 16 February 2020, by means of which it confirmed that payment had been made by the BFF. According to the Final Report, the referred-to documents had *"a section in which the authorised person to sign on behalf of the supplier approves/issues the document"*, which – according to the IC – *"at first hand, [appeared] to be similar"*⁴².
62. The Final Report stated that when the Expert compared and analysed the signatures on the aforementioned documentation, he found *"the existence of swerving points between the signatures"*⁴³, such as: *"Divergent points of attack, left signature has a small harpoon and the right is in ink point; the endings do not match in dimension (shorter in left signature); finishing points or endings with harpoon, but the left has a twisted trace of the harpoon. The right signature strokes are trembling, with apparent stops and discharges of ink that are produced by the slowness in the execution; divergent speed between signatures, left spontaneous, right not; the final signature point does not coincide with the symbolism of the space (place)"* (free English translation).
63. In addition to the foregoing, the Final Report submitted that the Expert examined and compared in depth *"the contents and characters of the three quotations offered for the purchase of lawn mowers, identifying and confirming the similarities between the three documents"*⁴⁴.
64. The IC stated that within the Expert Report, the Expert submitted *inter alia* that all the quotes contained tables but that *"the same were filled by hand; that indeed all quotations [had] the same background images; and that the quotes from Shova Enterprise and Sharmin Enterprise [had] a very similar structure in typography, size and style"*.
65. The IC further stated that the Expert had collated the quotations from Shova Enterprise and Sharmin Enterprise by employing a *"superimposing technique (NEGA ACPC G3)"*. According to the IC, from this examination the Expert had observed *"the complete coincidence of the logos and the chosen style, the same inclination of the letters and the same chosen typography"* (free English translation) - the Expert also observing that the *"lower line which closes the header [was] the same in both quotations and the same background images, with the only difference being the colours of in which each quote was printed (green or blue)"*.
66. In consideration of the above, the Final Report stipulated that the Expert had resolved that the *"doubtful documents"* were *"made by the same template, the same origin, and not from different companies, since they fully coincide[d] in several aspects"* (free English translation).

⁴⁰ Page 17 of the Final Report of the Investigatory Chamber.

⁴¹ Ibid.

⁴² Ibid.

⁴³ Ibid.

⁴⁴ Page 18 of the Final Report of the Investigatory Chamber.

e) Transaction 3: Footballs


67. According to the Final Report, on 19 January 2020, the BFF purchased 400 footballs from a supplier named 'Ophelia's Closet' at a total cost of BDT 1,200,000 (USD 13,921).
68. The BFF presented a document labelled 'Extract of Bangladesh Premier league Committee on 02/12/2020', which, according to the IC, purported to demonstrate that the decision to purchase the footballs resulted from consultations of the BFF Premier League Committee. The IC noted however, that the document referred to a meeting held in 2020, whilst the quotations received were dated December 2019 and the order of the goods (*i.e.* the footballs) was placed in January 2020. The IC submitted that such discrepancy strongly suggested that the documents were created *a posteriori* in order "to justify the transactions made using FIFA funds"⁴⁵.
69. Between 18 and 19 December 2019, the BFF received three quotations in relation to the purchase of footballs from the following suppliers: 'Maria International' (on 18 December 2019), 'M/S H.U. Zaman Trading' (on 18 December 2019) and 'Ophelia's Closet' (on 19 December 2019).
70. In response to an enquiry of the IC dated 21 July 2021, the BFF provided an explanation for selecting Ophelia's Closet as the winning supplier for this particular transaction. The BFF stated that, "*Ophelia's Closet is a general supplier according to the E-trade license of them [...]. A general supplier can supply any kind of goods like fashion/dress/stationary items/ sports goods etc. When BFF decided to buy some match balls then BFF found that the price was very high in the retailer shops and no retailer could supply the bulk amount of Football to BFF. For this reason, BFF had tried to find a big supplier. At last, the Professional Football League Committee of BFF had selected them upon receiving the quotation with a low price and flexible credit line*"⁴⁶ [Emphasis added].
71. With this in mind, the IC proceeded to point out from subsequent documentation which had been provided to it, specifically, the 'Comparative Statement of Quotations' concerned for this transaction, that it was evident that the approval for the selection of the vendor had not been carried out by the Professional Football League Committee of the BFF. Instead, according to the IC, it was **the Accused**, together with Mr. Shohag, Mr. Zaber Bin Taher Ansari, Mr. Hossain and Mr. Kazi Md. Salahuddin, whom had analysed the quotations and had made the decision to select Ophelia's Closet as the winning vendor.


Comparative Statement of Quotations


Name of Work: Purchasing of Match Balls
Decision By Professional Football league committee on 02/12/2019


Sl. No	Bidder	Quantity	Rate	Quotation Amount (BDT)	Remarks
01	Ophelia's Closet	400	3,150	12,60,000/-	First Lowest
02	Maria International	400	3,350	13,20,000/-	Second Lowest
03	M/S H.U. Zaman Trading	400	3,850	15,20,000/-	Third Lowest


The Rate quoted by the Ophelia's Closet on the schedule items which comes to BDT 12,60,000/- found lowest and Approved by the Professional Football League committee.


 Md. Zaber Bin Taher Ansari
 Manager-Competition


 Md. Abu Hossain
 Chief Financial Officer


 Md. Abu Naveen Shohag
 General Secretary


 Abdas Salam Mursidey, MP
 Chairman- Professional Football League committee and Chairman - Finance Committee


 Kazi Md. Salahuddin
 President

⁴⁵ Page 18 of the Final Report of the Investigatory Chamber.

⁴⁶ Page 19 of the Final Report of the Investigatory Chamber.

[Extract page 19 of the Final Report]

72. On 12 February 2020, Mr. Shohag (BFF General Secretary), Mr. Hossain (BFF Chief Financial Officer), **Mr. Murshedy (Chairman of the BFF Finance Committee)** and Mr. Sarkar (BFF Assistant Head of Finance), approved and ordered the final payment from the FIFA designated account to Ophelia’s Closet for the purchase of 400 match balls in the amount of BDT 1,200,000 (USD 13,921).

B-21
12-02-20

BANGLADESH FOOTBALL FEDERATION

Sub: Issue of Cheques from The Premier Bank A/C

Please note that we are in need to issue the following Account Payee cheques from the bank mentioned above as per instruction of Honorable President & Finance Chairman:

Received		FIFA Fund	
Balance			
Total			

Payments:

Sl. No.	Particulars	For	Amount
1	Ophelia's Closet	Final payment for purchase of Molten Football for the tournaments of BFF	1,200,000
		Total	1,200,000

Balance

Placed for kind approval.

Asst. Head - Finance

Md. Abu Hossain
Chief financial Officer

Md. Abu Kayeem Shohag
General Secretary

Approved by
 Abdu Salam Murshedy, MP
 Chairman - Finance Committee

[Extract page 20 of the Final Report]

73. On 12 February 2020, according to the Final Report, the BFF executed the payment through a cheque from the designated account for FIFA Forward funds. This payment was ordered by **Mr. Murshedy (BFF Senior Vice President)** and Mr. Kazi Nabil Ahmed (BFF Vice President).

ENB 0445962

Date 12 02 2020

To the order of --- Ophelia's Closet ---

Sum of Total --- Twelve Lac Only ---

TK 12,00,000/-

BANGLADESH FOOTBALL FEDERATION

Abdu Salam Murshedy
Senior Vice President

Kazi Nabil Ahmed
Vice-President

[Extract page 20 of the Final Report]

f) Transaction 3: Footballs – Irregularities**(i) Control Risks' findings**

74. In its report, Control Risks revealed that none of the three companies from which the BFF had obtained quotations for the present transaction *i.e.* Ophelia's Closet, M/s H U Zaman trading and Maria International, appeared *"to exist, and in the case of Ophelia's Closet did not exist at the address provided on the quotation"*⁴⁷.
75. Furthermore, the IC stipulated that according to Control Risks' research, Ophelia's Closet was *"engaged in tailoring women's wear"*⁴⁸ and therefore, it was concluded that it was unlikely that such company would provide footballs to the BFF.
76. In addition, Control Risks noted that the quotations provided by M/s H U Zaman Trading and Maria International *"lacked sufficient identifiers for the enterprises"* and did not *"bear the seal of the respective entity"*⁴⁹. Therefore, the Final Report states that Control Risks was unable to comment on the existence of these companies.

(ii) BDO's findings

77. The Final Report stated that BDO had noted that as part of the selection of suppliers during a procurement process, the BFF was required to analyse the quotations received from each supplier and make a justified decision on the selection – such decision taking into account the experience of the supplier.
78. Based on its research and interview with Ophelia's Closet, the Final Report states that BDO found that Ophelia's Closet had no physical address and only an online presence. Additionally, BDO highlighted that Ophelia's Closet was a fashion supplier. Consequently, BDO concluded that Ophelia's Closet did not appear to have any experience in supplying footballs.
79. Additionally, BDO identified that for the transaction with Ophelia's Closet in 2020, no invoice had been received from the supplier. Despite the absence of an invoice, the Final Report noted that the BFF had proceeded to make the payment based on the amount stated within the provided quotation, *i.e.* BDT 1,200,000 (USD 13,921).
80. Moreover, according to the Final Report, BDO further stated that Ophelia's Closet did not possess an importation licence to import the goods and instead relied on the licence of *'a friend'*, as was apparently revealed during the interview conducted between BDO and the supplier.
81. After having been requested by the IC, the BFF, in a communication dated 30 July 2021, informed that Ophelia's Closet was a general supplier according to its E-trade license and, as such, was a general supplier whom could supply any kind of goods such as *"fashion/dress/stationary items/sports goods etc."*⁵⁰.
82. The Final Report stipulated that the BFF had provided further clarification regarding its decision to purchase footballs, with the latter stating that it found the price to be excessively high in retail shops and that no retailer

⁴⁷ Page 21 of the Final Report of the Investigatory Chamber.

⁴⁸ Ibid.

⁴⁹ Ibid.

⁵⁰ Page 22 of the Final Report of the Investigatory Chamber.

could meet the bulk quantity required by the BFF. For this reason, the BFF had sought to find a large-scale supplier. In particular, the Final Report stated that the BFF had explained that the BFF Professional Football League Committee selected Ophelia's Closet as the winning bidder after receiving a quotation with a lower price and a flexible credit line.

(iii) The Expert's findings

83. When issuing the Expert Report, the Expert stated that "*all [the] documents in relation to the purchase of footballs were made up of tables*"⁵¹.
84. The Final Report submits that the Expert also noted that whilst the content of "*these documents*" were slightly different, they did share some overlapping elements. For example, two out of the three quotations (Ophelia's Closet and Maria International) mentioned "*SL No*" within "*their corresponding tables*"⁵².
85. Within the Expert Report, the Expert had also examined the signatures present on the quotations provided for the concerned transaction and had highlighted that the quotations which belonged to Maria International and M/s H U Zaman Trading displayed signatures which were made on a photocopy rather than on the original document.
86. Finally, the Expert Report concluded that the "*doubtful documents*" related to the purchase of the footballs were "*susceptible to falsehood, since the signatures of D6 and D7 (and two of D8) are made on photocopies and not on original documents*" (free English translation).

g) Transaction 4: Sport wearable goods

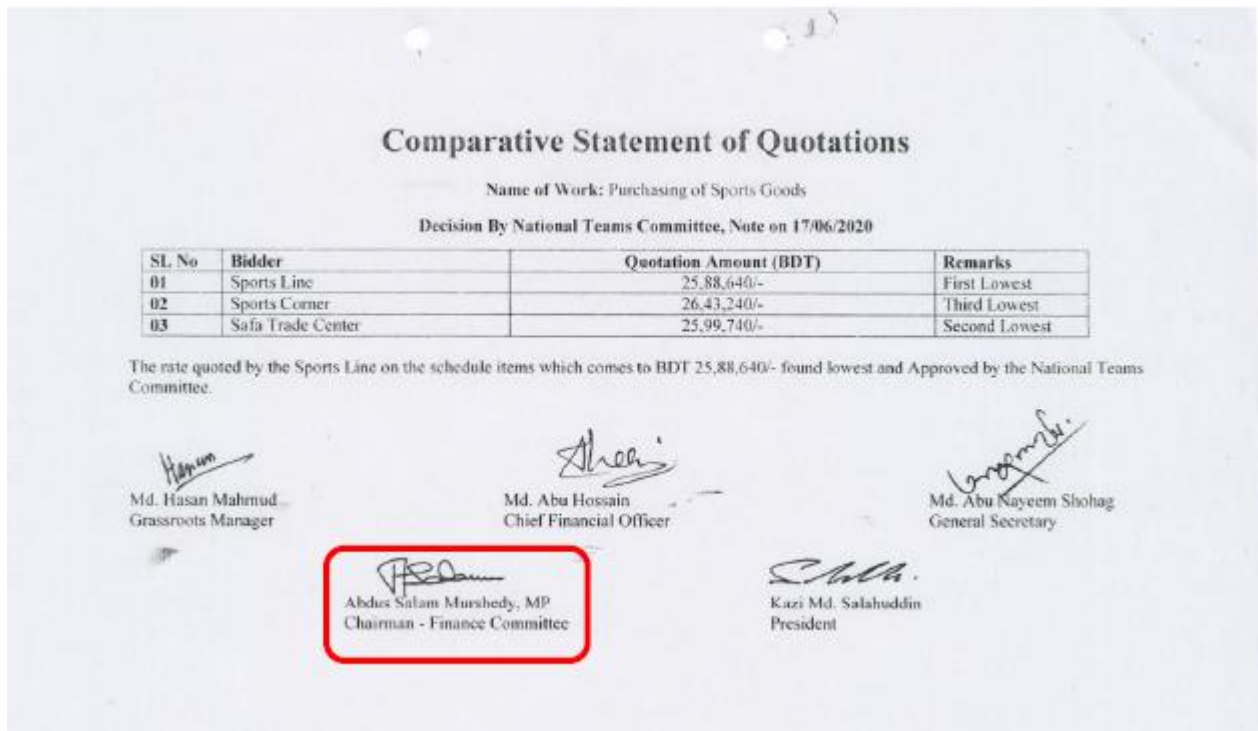
87. The Final Report stated that the BFF National Teams Committee decided to purchase sport equipment for the residential camp in Dhaka and the games of the Bangladesh National Football Team, as "*reflected in the minutes of the meeting held on 17 June 2020 by video conference*"⁵³.
88. As such, the IC noted that between 16 and 20 July 2020, the BFF received three quotations for the purchase of "*sport wearable goods*" from three different suppliers: 'Sports Link', 'Sports Corner' and 'Robin Enterprises'.
89. According to the documentation provided by the BFF on 30 July 2021, Sports Link was eventually selected as the winning bidder by the BFF to supply sports goods, as was asserted in the applicable 'Comparative Statement of Quotations' for the transaction – the latter being duly signed and approved by Mr. Hossain (BFF Chief Financial Officer), Mr. Shohag (BFF General Secretary), **Mr. Murshedy (BFF Chairman of the Finance Committee)**, Mr. Kazi Md. Salahuddin (BFF President), and Mr. Mahmud (Grassroots Manager at the BFF).
90. The IC highlighted that within the aforementioned 'Comparative Statement of Quotations' provided by the BFF on 30 July 2021, the listed bids refer to other vendors *i.e.* Sport Line, Sport Corner and Safa Trade Center, as opposed to Sports Link, Sports Corner and Robin Enterprises. The foregoing serving, according to the IC, as

⁵¹ Ibid.

⁵² Ibid.

⁵³ Page 23 of the Final Report of the Investigatory Chamber.

another indication that the presented documentation had been "generated at a later stage with the intention of justifying the relevant transactions"⁵⁴.



[Extract page 24 of the Final Report]

91. On 20 July 2020, once the selection of the vendor had been concluded, the Final Report stated that Mr. Shohag, in his capacity as General Secretary of the BFF, ordered the supply of the goods to Sports Link in the amount of BDT 2,588,640 (USD 30,027).
92. According to the Final Report, the BFF had provided the IC with a document dated 28 July 2020, indicating that Sports Link had 'supplied' the items (*i.e.* the 'sports wearable goods') to the BFF. However, the IC noted that "*this document lacked any stamp or signature from the BFF to verify the actual receipt of the goods*" – such document appearing, nevertheless, to be "*the document used by BFF to process the payment to Sports Link*"⁵⁵.
93. On 5 August 2020, Mr. Shohag (BFF General Secretary), Mr. Hossain (BFF Chief Financial Officer), **Mr. Murshedy (BFF Chairman of the Finance Committee)** and Mr. Sarkar (BFF Assistant Head of Finance), approved and ordered the final payment from the FIFA designated account to Sports Link for the "*mentioned purchase of goods*"⁵⁶.

⁵⁴ Ibid.

⁵⁵ Page 24 of the Final Report of the Investigatory Chamber.

⁵⁶ Ibid.

✓ B-63
02.08.2020

BANGLADESH FOOTBALL FEDERATION

Sub: Issue of Cheques from The Premier Bank A/C

Please note that we are in need to issue the following Account Payee cheques from the bank mentioned above as per instruction of Honorable President & Finance Chairman.

Received

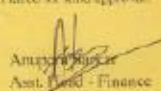
Total		

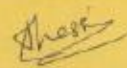
Payments:

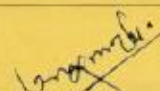
Sl. No.	Particulars	For	Amount
1	AJ Tyre Corporation	Repair and maintenance of vehicle (Final payment)	28,500
2	Gold Refrigeration (Act)	Maintenance of AC (Final Payment)	19,000
3	Kobcture lighting	Maintenance of AC (Final Payment)	25,300
4	Jay Auto	Repair and maintenance of vehicle (Final payment)	20,000
5	M's Maki Trade International	Mineral water for the month of June 2020 (Final Payment)	7,620
6	Nanari Garden Center	Gardening bill for the month of June 20 (Final Payment)	8,000
7	New Salaha Corporation	Repair and maintenance of Toner (Final payment)	8,700
8	Nibdas Printers	Printing exp (Final payment)	4,800
9	Md. Saydur Rahman	Paper bill for the month of June 2020 (Final payment)	5,790
10	Md. Mowaf Hossain	Entertainment bill of BFF Staff for the month of March to June 2020	27,000
11	Robot security	Security bill for BFL 2020 (Final payment)	40,000
12	Ream Archive	Advertisement exp for the June 28 (Final payment)	35,000
13	Sports Link	Final payment of purchase of sports goods for World exp qualifying round 2022	2,588,500
14	D.C.T. Circle - 54 (Salary), Taxes Zone-1, Dhaka	Staff us for the month of July 2020	14,500
		Total	2,429,740


Balance

Placed for kind approval.


 Asst. Secy - Finance

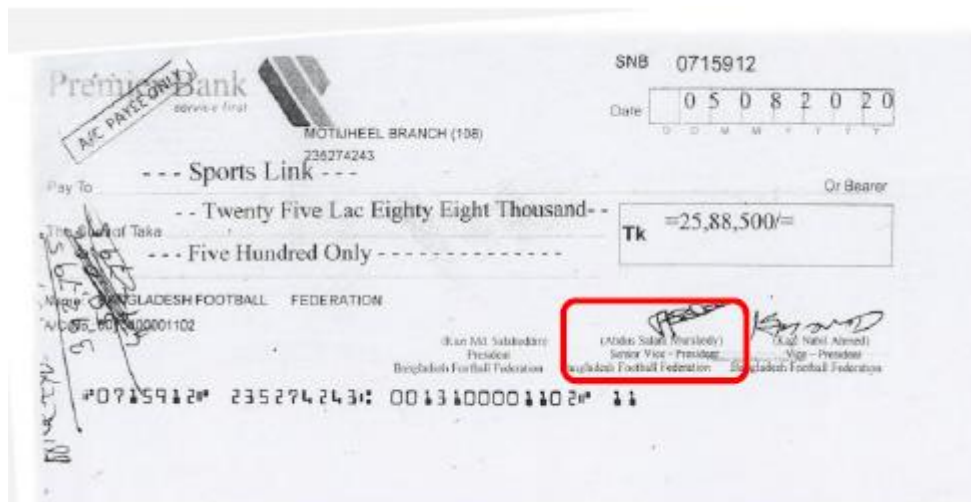

 Md. Abu Hossain
 Chief financial Officer


 Md. Abu Nureem Shohag
 General Secretary


 Approved by
 Abdus Salam Murshedy, MP
 Chairman - Finance Committee

[Extract page 25 of the Final Report]

94. The cheque was issued on 05 August 2020 by **Mr. Murshedy (BFF Chairman of the Finance Committee)** and Kazi Nabil Ahmed (BFF Vice President).



[Extract page 25 of the Final Report]

h) Transaction 4: Sport wearable goods – Irregularities

(i) Control Risks' findings

95. Within its report, Control Risks concluded that all three of the bidders – Sports Link, Sports Corner and Robin Enterprises – appeared to have a connection with one another. According to the Final Report, such observation was reinforced by the presence of identical spelling mistakes across all three of the quotations provided (*i.e.* the misspelling of “Qutations”).
96. Furthermore, Control Risks noted that the quotations received from Sports Link and Robin Enterprises used the same particular opening statement, which read: “We are **please** to inform you that **we have supplied** you the following items as per your order” (emphasis added). The IC considered that such phrasing was particularly suspicious when considering that “the goods were only supplied after the selection process”⁵⁷. Finally, the Final Report stated that Control Risks had stressed that all three of the quotations provided lacked “vendors’ stamps”⁵⁸.

(ii) BDO's findings

97. Further to the issues noted by Control Risks on the procurement process for sport wearable goods in July 2020, the IC pointed out that BDO had also carried out an investigation and issued a report with its own findings and observations.
98. In this respect, BDO concluded that the three quotations received for the concerned transaction contained the following similarities:
- “The same layout. They all contained the same table structure, same date format and the same located signature space”⁵⁹;
 - The same misspelling of the word quotation as ‘Qutation’;
 - The number on the quotation received from Robin Enterprise “was a personal mobile phone number without any connection to the company”⁶⁰.
99. According to the Final Report, BDO determined that Sports Corner and Sports Link had their business premises located right next to one another. However, the Final Report likewise stated that BDO was not able to confirm whether Robin Enterprises had a “representative office or shop from where they operated”⁶¹.
100. The Final Report stipulated that according to BDO, the owner of Sports Link, Mr. Robin, appeared to be a former employee of ‘Sports Corner’. BDO attempted to contact Mr. Robin, however, the Final Report stipulates that he was “very reluctant” and declined to meet with the auditors. This said, the Final Report pointed out that BDO

⁵⁷ Page 26 of the Final Report of the Investigatory Chamber.

⁵⁸ Ibid.

⁵⁹ Page 26 of the Final Report of the Investigatory Chamber.

⁶⁰ Ibid.

⁶¹ Ibid.

was able to contact a salesman of *"the company"*⁶² whom confirmed that they had supplied goods to BFF on previous occasions.

(iii) Expert's findings

101. In relation to the procurement process of the *"sport wearable goods"*, the Final Report submitted that the Expert, within the Expert Report, first compared and analysed the signatures of the documentation apparently submitted by Sports Link. In particular, the IC stated that the Expert compared the quotation presented by Sports Link on 18 July 2020 and their letter confirming the delivery of the goods to the BFF dated 28 July 2020.
102. According to the Final Report, the referred to documents were signed by Sports Link's *"proprietor"*. However, the IC submitted that when assessing the authenticity of the signatures, the Expert had found that the *"[s]ignatures do not follow the same course; divergences in signature and morphology; larger firm average body size in the left signature"*⁶³ (free English translation).
103. The Expert Report stated that the quotation issued by Sports Link had a signature which showed *"vertical upper and bottom strokes of some letters are raised"*.
104. Moreover, the Expert Report stipulated that whilst the communication dated 28 July 2020 illustrated an *"dextro-rotatory inclination (right) in both and ascending direction. With hook endings and another in ink point; with raised initial in both"* (free English translation).
105. Additionally, the Expert examined and compared in depth the contents and characteristics of the three quotations for the concerned transaction, *"identifying and confirming the similarities between the documents by using the NEGA software"*⁶⁴.
106. The Final Report stated that following *"these findings"*⁶⁵, the Expert finally concluded that *"[t]he doubtful documents of group 1 are made by the same employer or template, indicating **that they have not been made by different companies**"* (emphasis added, free English translation).

IV. Conclusions of the Investigatory Chamber

a) Falsified documents

107. The IC considered that the first question it needed to address was whether or not the documentation used during the identified transactions had been falsified.
108. In this sense, the IC noted that *"both auditors"* – Control Risks and BDO - during their respective review(s), had raised strong alarms that the quotations used during the concerned transactions and *"produced as to comply with the procurement process"* were falsified.

⁶² Ibid.

⁶³ Page 27 of the Final Report of the Investigatory Chamber.

⁶⁴ According to the Final Report, NEGA software is a computer software like an x-ray viewer which is used to *"visualize medical radiographs, but digital, with the advantages that this implies, is specially designed for handwriting experts, questioned signatures & documents experts"*.

⁶⁵ Page 27 of the Final Report of the Investigatory Chamber.

109. The IC further referred to the conclusions of the Expert (even though at *"first glance it was [anyway] clear to the [IC] that the quotations [had] been counterfeited"*⁶⁶), whom had *"confirmed the assessment previously made by the auditors and [the IC]"*⁶⁷ and concluded within the Expert Report *inter alia* that the analysed quotations has been produced by a single person/company.
110. As a result, the IC was comfortably satisfied that the referred to quotations were false and had been fabricated with the sole aim of complying with the procurement requirements.

b) Systematic and continuous

111. The IC considered it important to point out that the transactions as described above were both numerous and had occurred across an extended period of time (the years 2019 and 2020) – the four transactions identified having the same *modus operandi* and the related quotations having been offered to the BFF *"in October and December 2019 and again in July 2020"*⁶⁸.
112. As such, the IC concluded that *"the behaviour at the BFF related to the use of falsified documentation was not a single-isolated mistake but (...) [was] a recurrent and repeated problem that detracts the BFF's finances"*⁶⁹ and that, conclusively, the *"fabrication and use of quotations at the BFF [had] been continuous and systematic"*⁷⁰.

c) Position of Mr. Murshedy submitted to the Investigatory Chamber

113. On 15 November 2022, *via* letter, Mr. Murshedy provided the IC with his position, which, according to the Final Report, *"in a nutshell"* explained that he was aware of *"the letters dated 21 July 2021, 15 September 2021, 12 April 2022, July 2022 and 19 August 2022 issued by the BFF"*⁷¹ in reply to several requests made by the IC – the contents of such replies Mr. Murshedy viewed as *"satisfactory"*⁷².
114. Mr. Murshedy further stated that the BFF Finance Department was administered by the BFF General Secretary (*i.e.* Mr. Shohag) *"as Chief Executive officer"* and headed by *"the [BFF] Chief Financial Officer"* (*i.e.* Mr. Hossain).
115. The IC stipulated that Mr. Murshedy maintained that he believed the information contained in the *"payment for approval note"* had been properly checked and verified by the BFF Finance Department as lead by the BFF Chief Financial Officer and BFF General Secretary.
116. Mr. Murshedy expressed that due to his hectic work schedule he was unable to conduct thorough examinations and instead relied upon the *"trustworthiness of the signatures on the payment approval note"*.
117. Finally, the IC stated that Mr. Murshedy acknowledged that *"certain steps of the procedures might not have been adequately followed"* but at the same time emphasised that *"any lapses occurred unintentionally and unknowingly"* and to some extent, due to *"a lack of awareness"*.

⁶⁶ Page 28 of the Final Report of the Investigatory Chamber.

⁶⁷ Page 28 of the Final Report of the Investigatory Chamber.

⁶⁸ Ibid.

⁶⁹ Ibid.

⁷⁰ Ibid.

⁷¹ Pages 28-29 of the Final Report of the Investigatory Chamber.

⁷² Page 29 of the Final Report of the Investigatory Chamber.

d) Statutory mandate(s) and personal responsibility

118. According to the Final Report, in accordance with arts. 32, 40 and 41 of the BFF's Statutes, Mr. Murshedy is the Chairman of the BFF Finance Committee and the only Senior Vice President of the BFF.
119. The IC stated that Mr. Murshedy, as the BFF Finance Committee's Chairman, was obliged to represent such Committee and conduct its business in compliance with the relevant organisation's regulations – the Finance Committee being one of the BFF's Standing Committees pursuant to art. 40 of the BFF's Statutes.
120. The IC stated that key tasks of the BFF Finance Committee were laid out under art. 41 of the BFF Statutes whereby it establishes that such Committee shall *"monitor the financial management and advise the Executive Committee on financial matters and asset management"*⁷³. Additionally, the IC stipulated that the BFF Finance Committee should analyse the budget of the BFF and the financial statements as prepared by the BFF General Secretary and likewise submit them to the BFF Executive Committee for approval.
121. The IC considered it *"evident that all the referred transactions in question were paid using FIFA Forward funds"*⁷⁴ and that consequently, the applicable regulations, as outlined under the FIFA Forward Development Programme Regulations - Forward 2.0, were applicable to *"all of the aforementioned transactions"*⁷⁵.
122. The IC submitted that according to art. 8 (1)(c) of the FIFA Forward Development Programme Regulations - Forward 2.0, it is a requirement for each member association to appoint a qualified individual *"responsible for overseeing the contractual aspects of the agreed objectives and projects to be executed"*.
123. According to the Final Report, on 25 August 2022, the FIFA Head of Financial Governance Programme confirmed that the responsible persons within the BFF whom had *"decision-making powers"* were: the Secretary General (Mr. Shohag), the President (Mr. Kazi Md. Salahuddin) and the **First Vice President of the BFF (Mr. Murshedy)**.
124. Moreover, the IC stated that in accordance with Art. 8 of the FIFA Forward Development Programme Regulations – Forward 2.0, each member association which receives FIFA Forward Funds is obliged to *"establish appropriate procedures, particularly regarding tender processes, in order to evaluate and select the suppliers and subcontractors on the basis of their commitment in terms of their social and environmental responsibilities"*.
125. Taking into account the above, the IC concluded that, given his capacity as Chairman of the BFF Finance Committee (being the only high-ranking official) and as the BFF Senior Vice President, Mr. Murshedy held *"greater responsibilities compared to other officials within the BFF"*. As such, the IC considered that Mr. Murshedy had a duty of care towards the BFF so as to safeguard and guarantee that all *"the transactions"* were conducted in the BFF's *"best interests"*.

⁷³ Page 29 of the Final Report of the Investigatory Chamber.

⁷⁴ Page 30 of the Final Report of the Investigatory Chamber.

⁷⁵ Ibid.

e) Mr. Murshedy's particular involvement

126. Considering the evidence at hand, the IC 'firmly concluded' that Mr. Murshedy was involved within the transactions under scrutiny – deeming that his involvement was not *"merely superficial"*.
127. The IC considered it evident that Mr. Murshedy had played a significant role as he had not only approved and selected the winning vendor, but he also authorised the payment(s) and issued the corresponding cheques from the FIFA designated account.
128. The IC put forward the following table as 'summarising Mr. Murshedy's participation(s) during the procurement and payment processes for each of the concerned transactions:

	Sport wearable goods	Footballs	Flight Tickets	Lawn mowers
Participation in the Comparative Statement of Quotations	x	x		
Authorised the payment	x	x	x	
Issued cheque	x	x	x	x

[Extract page 31 of the Final Report]

129. The IC stipulated that as Mr. Murshedy was a *"member the BFF's personnel responsible for vendor selection"*, it was *"logical to expect that he would have thoroughly reviewed and examined the conditions and costs presented in the quotes"*⁷⁶. Therefore, for the IC it was reasonable to assume that Mr. Murshedy had access to *"these quotations and would have easily recognised that they were falsified documents intentionally created to meet the requirements of the procurement and payment processes"*⁷⁷.

f) Negligence

130. In continuation, the IC stressed that in accordance with art. 6 (2) FCE, any person bound by the Code can be sanctioned whenever a breach of the FCE has been committed, regardless of whether the relevant act(s) were committed deliberately or negligently, whether or not the breach constitutes an act or attempted act, and whether the official in question acted as the principal, accomplice or instigating party.
131. Making a simple interpretation of the referred to provision(s), the IC considered it clear that any person bound by the FCE can be sanctioned whenever a breach of the FCE has been committed, regardless of whether the act was made intentionally or negligently.
132. According to the Final Report, under Swiss law, negligence means that the breaching party acted in disregard of the most basic duty of care or out of indifference, which *"would be respected by any reasonable person in the same situation"*⁷⁸. In other words, the IC submitted that negligence occurs *"when the most elementary*

⁷⁶ Page 31 of the Final Report of the Investigatory Chamber.

⁷⁷ Ibid.

⁷⁸ Pgs 32 of the Final Report of the Investigatory Chamber.

*precautionary measures, which every reasonable person would follow in the same situation and circumstances, are disregarded and the behaviour of the wrongdoer under the given circumstances appears incomprehensible. It does not require any element of conscious action, in other words, intent*⁷⁹⁸⁰.

g) Mr. Murshedy's duty of care

133. Taking into account the various positions Mr. Murshedy had held within the realm of football, the IC considered it reasonable to expect that he possessed the necessary skills to fulfil his assigned responsibilities, which the IC deemed included a *"sound understanding of the regulations applicable to him and the federation"*⁸¹.
134. The IC next noted *"as established earlier"*⁸², that Mr. Murshedy had been involved in *"the procurement and payment processes of the aforementioned transactions, including the vendor selection, the payment authorization and the issuing of the cheques from the FIFA designated bank account"*⁸³. Therefore, the IC determined that it had been Mr. Murshedy's responsibility to ensure that the FIFA regulations were observed and to *"refrain from utilising falsified document to substantiate the use of FIFA funds"*⁸⁴.
135. According to the Final Report, based on the evidence at hand, the IC considered it clear that *"anyone with no financial or legal background who would have reviewed the quotations provided, would have questioned their authenticity at first sight"*⁸⁵ – the IC stating that the similarities between the quotations were *"obvious"* and that *"any reasonable person in [Mr. Murshedy's] position would have noticed the similarities and refrained from using them"*⁸⁶.
136. Finally, the IC stated that it acknowledged that the exact financial impact of *"this breach"* could not be precisely quantified and further concluded that due to the lack of a proper bidding process, the BFF had been *"deprived of the opportunity to receive competitive offers"*⁸⁷, which had *"potentially [led] to missed opportunities for cost savings"*⁸⁸.

h) Breach of art. 24 (1) FCE (2020 edition) – Forgery and falsification

137. The IC stipulated that in accordance with art. 24 FCE (2020 edition), persons bound by the FCE are forbidden from forging a document, falsifying an authentic document or *using a forged or falsified document* – in other words, art. 24 FCE would sanction both the official whom produces/issues the forged or falsified document, as well as the official whom uses it.

⁷⁹ Footnote no. 132 at page 32 of the Final Report – *"Articles 394 Paragraph 1 and 398 of the Swiss Code of Obligations. See also the Swiss Federal Supreme Court decision 127 III 357 No. 1c. Under Swiss law, intent can be understood to mean two things: direct intent, the act of the damaging party is aimed at causing damage to a third party (dolus – unlawful intent); and conditional or contingent intent, the damaging party pursues a different purpose, but in doing so consciously accepts that damage would probably result (dolus eventualis – willful misconduct)"*.

⁸⁰ Page 32 of the Final Report of the Investigatory Chamber.

⁸¹ Ibid.

⁸² Ibid.

⁸³ Ibid.

⁸⁴ Ibid.

⁸⁵ Page 33 of the Final Report of the Investigatory Chamber.

⁸⁶ Ibid.

⁸⁷ Ibid.

⁸⁸ Ibid.

138. In this sense, the IC acknowledged that it was unable to identify the issuer of the falsified quotations, however, since the use of falsified documentation is also a violation of the Code and “*following its previous analysis in regard to Mr. Murshedy’s duty of care towards the BFF and FIFA*”⁸⁹ the IC concluded that Mr. Murshedy had violated art. 24 FCE (2020 edition) “*for having acted negligently by failing to avoid using of falsified documentation to justify the use of FIFA Forward funds*”⁹⁰.

i) Breach of articles 13 and 15 FCE (2020 edition) – General Duties and Duty of loyalty.

139. As a corollary of the above, the Investigatory Chamber further concluded that it was clear that Mr. Murshedy had also violated arts. 13 and 15 FCE (2020 edition) in “*several instances*”⁹¹, but considered that his “*behaviour in this respect*”⁹² could be considered as consumed under the breach of art. 24 FCE (2020 edition) as explicated above.

3. Conclusions of the Investigatory Chamber

140. Following its careful analysis of the information gathered and the documentation at its disposal, the Investigatory Chamber considered that there was sufficient evidence with which to conclude that Mr. Murshedy had breached arts. 13 (*General duties*), 15 (*Duty of loyalty*) and 24 (*Forgery and falsification*) FCE (2020 edition) by “*negligently allowing the utilization of falsified quotations as supporting documentation in the procurement and payment processes for the concerned transactions*”⁹³.

C. Proceedings before the Adjudicatory Chamber

1. Opening of adjudicatory proceedings and related communications

141. On 09 October 2023, *via* the FIFA Legal Portal, the Adjudicatory Chamber opened adjudicatory proceedings against Mr. Murshedy based on the Final Report *as per* art. 70 FCE. In particular, the applicable communication i) informed Mr. Murshedy of his right to request a hearing; ii) provided a copy of the Final Report – along with the entire case file, and; iii) requested Mr. Murshedy to submit a written position.

142. On 06 November 2023, as no response was received from the Accused, the correspondence communicating the opening of adjudicatory proceedings against Mr. Murshedy was *exceptionally* communicated *inter alia* to the Accused *via* email. In addition, the BFF was provided with a copy of said communication and requested to immediately forward it to the Accused and to provide FIFA’s services with the applicable proof that such correspondence had been duly delivered to Mr. Murshedy’s person.

143. On 09 November 2023, Mr. Murshedy *inter alia* requested a hearing to be held in the present case and likewise stipulated that he would provide his (written) position before the Adjudicatory Chamber by 30 November 2023. In particular, Mr. Murshedy stipulated the following:

⁸⁹ Page 33 of the Final Report of the Investigatory Chamber.

⁹⁰ Page 33 of the Final Report of the Investigatory Chamber.

⁹¹ *Ibid.*

⁹² *Ibid.*

⁹³ Page 34 of the Final Report of the Investigatory Chamber.

"(...) I would like to shed some light on the process of procurement in the BFF. For the purpose of any procurement, the process flowchart, financial transaction formalities and all documentation are first checked by the respective department and then by the [BFF] Finance Department which is headed by the [BFF Chief Financial Officer – Mr. Abu Hossain]. The [BFF] Finance Department, for the purpose of such checking, audits, amongst other documents, all the relevant invoice and only after being fully satisfied, authorizes a payment approval note to be forwarded to the General Secretary of BFF [Mr. Shohag]. Only after all the above steps have been duly followed, [would] the [BFF] General Secretary authoriz[e] the forwarding of the payment approval note to the Chairman of the Finance Committee, i.e. [to Mr. Murshedy], for signature.

Therefore, due to the presence of the existing check and balance framework, it is prima facie accepted by members of the [BFF] Finance Committee that any payment approval note placed before [it] ha[d] been rigorously vetted and verified with all processes of the flow chart duly complied upon. It is on the basis of this reasonable presumption and long standing trust in the in-built check and balance process of the BFF [that Mr. Murshedy, the] Chairman of the [BFF] Finance Committee, put [his] official signature on any payment approval note placed before [him]."

144. On 10 November 2023, the Secretariat to the Adjudicatory Chamber (**the Secretariat**) informed the Accused, on behalf of the Chairperson of the Adjudicatory Chamber, that his request for a hearing had been granted and that further information regarding the organisational aspects of the hearing would be communicated in due course. In addition, the Accused was likewise reminded of his invitation to submit his (written) position by 30 November 2023 at the latest.
145. On 25 November 2023, Mr. Murshedy *inter alia* expressed his "concern over the date, the 30th of November, 2023, scheduled for the Adjudicatory Hearing" and requested to be "duly allow[ed] a date for Hearing after the 2nd of December, 2023". In addition, the Accused attached to his communication a document entitled (*cf. the English translation*) 'Report of the BFF Investigation Committee formed with the aim of further investigating the allegations put forward by FIFA' (**the BFF Investigative Report**) in both original Bengali version and English translated copy, which he stipulated he would be "using (...) as part of [his] evidence". In particular, the BFF Investigative Report stated, *inter alia* with respect to Mr. Murshedy's signature which appeared on the 'Comparative Statement of Quotations' document(s) for the identified transactions concerning 'sports wearable goods' and 'footballs', that when Mr. Murshedy was "asked about this issue" or "matter" by the assembled 'BFF Investigation Committee', he had stated that the "scanned signatures were used without [his] permission" or "consent" and that he "did not know about it" or "[was] not aware of this at all".
146. On 28 November 2023, the Secretariat referred the Accused to its aforementioned correspondence of 10 November 2023 and emphasised once again that further information regarding the organisational aspects of the applicable hearing would be provided in due course. Furthermore, the Secretariat *inter alia* advised the Accused that "no hearing date [had] yet been scheduled for the present proceedings" and reminded Mr. Murshedy once again of his invitation to submit his (written) position by 30 November 2023 at the latest.
147. On 29 November 2023, Mr. Murshedy *inter alia* expressed his "gratitude (...) for clarifying that the date of [his] hearing [had] not been fixed yet".
148. On 04 December 2023, the Accused submitted his (written) position to the Secretariat⁹⁴.

⁹⁴ The Accused's position is summarized in the following section.

149. On 21 December 2023, the Secretariat informed the Accused and the IC that the hearing for the present case had been *tentatively scheduled* to take place on 07 February 2024 and of the composition of the deciding Panel. Lastly, the parties were also advised that further and/or complementary information regarding the organisational aspects of the hearing – including a final confirmation of the scheduled date – would be provided in due course.
150. On 19 January 2024, the Accused and the IC were informed that the requested hearing would take place on 08 February 2024 *via* videoconference. In addition, both the IC and the Accused were requested to provide the final list of all individuals whom would be accompanying them at the upcoming hearing, in addition to each of their accompanying person(s) role(s) in such respect (e.g. counsel, witness, expert), by 22 January 2024 at the latest.
151. On 22 January 2024, the IC provided the Secretariat with the list of attending person(s) whom would be accompanying them at the hearing.
152. On 23 January 2024, the Accused submitted the list of person(s) whom would be accompanying him at the hearing. In addition, the Accused *inter alia* requested the postponement of the hearing to “*a time in the middle of March 2024*” in light of medical reports he received on 20 January 2024 and in order to allow “*the necessary time for visa procurement, travel to and from Singapore and case preparation*”.
153. On 24 January 2024, the Secretariat informed the Accused, on behalf of the Chairperson of the Adjudicatory Chamber, that his request to postpone the scheduled hearing had *not* been granted. In particular, the Secretariat emphasised that i) the hearing was scheduled to take place *via* videoconference⁹⁵; ii) sufficient time still existed in order for the Accused to make the necessary arrangements *in order to ensure his virtual attendance* of the hearing, and; iii) the requested postponement would “*create significant issues in association with various organisational aspects of the scheduled hearing (availability of the deciding panel etc.)*”. In this respect, the Secretariat kindly reminded the parties once more that the hearing was scheduled to take place on 08 February 2024 *via* videoconference.
154. On 05 February 2024, the Secretariat addressed a communication to the parties providing organisational information with regards to the upcoming hearing. In particular, the Secretariat i) re-iterated that the hearing would be conducted in English; ii) provided the parties with the provisional schedule and list of attending persons for the hearing, and; iii) informed of the technical details of the hearing for those whom would be attending *via* videoconference.
155. On 06 February 2024, the Accused submitted additional documentation which he stipulated he intended to use as “*further evidence*” at the scheduled hearing, as follows:
- An “*application of complaint*” which the Accused had apparently made “*to the Deputy Commissioner of Dhaka Metropolitan Police (Motijheel Zone) on 05 October 2023*”, in relation to the allegedly “*unauthorised use of his scanned signatures by officials of the BFF including the ex-General Secretary of the BFF, Mr. Abu Nayeem Shohag*” and;

⁹⁵ The Chamber noting that as such, no visa procurement would be required by the Accused in order for him to attend the hearing, as he would be attending virtually.

- Copies of emails apparently *"sent by FIFA to the BFF approving the 04 (Four) payments under scrutiny"*.
156. On 07 February 2024, the Accused submitted a *"Schedule of Exhibits listing the documentary evidence"* he intended to use at the hearing.
157. On 08 February 2024, the scheduled hearing for the present case was held by video-conference (**the Hearing**).⁹⁶
158. On 12 February 2024, following the Hearing, on behalf of the deciding panel of the Adjudicatory Chamber⁹⁷ and in accordance with art. 70 (4) FCE, the Secretariat invited the IC to submit any additional comments which it may have had *exclusively* in relation to the BFF Investigative Report by 26 February 2024 at the latest.
159. On 14 February 2024, the Investigatory Chamber provided the Secretariat with its additional comments in relation to the BFF Investigative Report⁹⁸.

2. The written position of Mr. Murshedy

160. The main arguments contained within the (written) position submitted by the Accused can be summarised as follows:
161. The Accused clarified that his motivation in becoming part of the BFF was not a monetary one.
162. The Accused stipulated that he has had a long and successful career in football and that in his country, footballers from all levels look up to him as *"an ideal role model"*.
163. The Accused's reason for becoming part of the BFF was that he considers football to be a large part of who he is and therefore wished to utilise this passion for the betterment of Bangladesh's overall footballing standards.
164. On this basis, the Accused submitted that he has been *"regularly elected as the First Vice President of the BFF for the better part the last 02 (Two) decades"* and that the adoration he receives from his fellow football professionals fills his *"heart with pride and joy"*.
165. In this context, the Accused stated that there was no way he could even think of tarnishing his legacy and reputation by becoming *"involved in forgery and falsification"* as he is alleged to have done within the Final Report.
166. The Accused denied the allegation(s) stated under art. 24 FCE and outright denied signing any of the documents *"stated in the above matter"*.
167. The Accused stated that no signature of his was given and that no consent and/or approval of any such act(s) was/were provided.
168. The signatures used are scanned signatures which were used without his express consent – a fact which the Accused stated was later *"corroborated by the concerned authorities of the BFF"*.

⁹⁶ Please see section I. C. 3. *infra*. for further detail(s)/information concerning the Hearing.

⁹⁷ Ibid.

⁹⁸ The IC's additional comments in relation to the BFF Investigative Report are summarized in the following section(s).

169. The Accused further denied breaching arts. 13 and 15 FCE as part of his denial of breaching art. 24 FCE.
170. The Accused stated that he has been a *“well-known player of the Bangladesh National Football Team since 1976”* and that he is in a position today in his life where his full recognition comes from football – he could not ever fathom to be disloyal to football, his team or his organisation.
171. The Accused always ensured that *“this level of loyalty”* which he built over *“04 (Four) decades of being an active participant in all football related activities”* should never come into question from anything that he does.
172. With respect to the charges specifically, the Accused emphasised once more that he did not sign the documents in question. The documents contained scanned signatures of the Accused.
173. When a Committee formed by the BFF carried out an investigation *“earlier in [2023]”* following Mr. Shohag’s *“02 (Two) year ban for his involvement in this matter”*, such Committee confirmed that the scanned signatures which were attributed to the Accused had been used without his consent *“in each and every occasion”*.
174. The Accused highlighted that he had already submitted on 25 November 2023 a translated copy of the aforementioned BFF Committee’s investigative report, alongside the original Bengali version, (*i.e.* the BFF Investigative Report) and that he would like to use such report in his defence.
175. The Accused requested that all charges erroneously brought against *“[his] good name”* to be cleared.
176. The Accused provided documentation in support of his position as outlined *supra*.

3. The Hearing

177. On 08 February 2024, the Hearing was held by video-conference in the presence of the following persons:
- For the Adjudicatory Chamber:
 - Mr. Vassilios Skouris, Chairperson;
 - Mr. Fiti Sunia, Deputy Chairperson;
 - Mr. Gregory Delzin, Member.
 - For the Accused:
 - Mr. Abdus Salam Murshedy, Accused;
 - Mr. Mir Tahseen Ahmen, Counsel;
 - Ms. Shehrin Salam Oishee, Counsel;
 - Mr. Emrain Hossain Tushar, Witness.
 - Mr. John Tougon, Chief of Investigation and member of the Investigatory Chamber of the FIFA Ethics Committee.
 - Representatives of the Investigatory and Adjudicatory Chambers’ Secretariats.

178. During the Hearing, both the Accused and the Investigatory Chamber were granted the opportunity to both provide and defend their respective position(s), as well as to answer questions from the members of the Adjudicatory Chamber.

4. The Investigatory Chamber's additional comments concerning the BFF Investigative Report

179. On 14 February 2024, following the request of the Secretariat (cf. pars. 157 – 159 *supra*.) the IC provided its additional comments in relation to the BFF Investigative Report which can be summarised as follows:

180. The IC argued that the BFF Investigative Report had no probative value as it had not been issued by an independent or impartial body.

181. The IC submitted that according to open sources, on 17 April 2023 *"a few days after the decision of the Ethics Committee against Mr. Shohag was issued"* the Executive Committee of the BFF decided through an emergency meeting to establish the 'BFF Investigation Committee', which was composed of seven members to *"look into facts and allegations that led to Mr. Shohag's ban"*.

182. After its verification of the signatory parties to the BFF Investigative Report, the IC stated that it found that at least five members of the 'BFF Investigation Committee' (*i.e.* the signatories of the BFF Investigative Report) were also members of the BFF Executive Committee⁹⁹, whilst the *"remaining two"* were members of the BFF Internal Audit Committee.

183. Consequently, the IC submitted that as *"the said body was found to be formed by football officials directly related to the BFF Executive Committee"*, it could not be considered that the 'BFF Investigation Committee' was independent or impartial, but to the contrary, a biased entity in favour of Mr. Murshedy due to his status within the BFF Executive Committee (by virtue of his position as the BFF Senior Vice-President).

184. The IC pointed out that Mr. Murshedy rejected his alleged breaches of art. 24 FCE, 2020 edition (art. 25 FCE, 2023 edition) on the basis of the argument(s) that he never signed nor saw the 'Comparative Statement of Quotations' dated 17 June 2020 and 2 December 2020 (*i.e.* those relating to the transactions concerning 'footballs' and 'sports wearable goods').

185. The IC stipulated that according to Mr. Murshedy, his signatures affixed to such aforesaid 'Comparative Statement of Quotations' were scanned reproductions used without his consent, as was demonstrated by the BFF Investigative Report.

186. In this context, the IC emphasised that *"Mr. Murshedy only referred to the two [Comparative Statements] attached as Exhibits 14 and 22 of the Final Report"* and did not challenge *"any of the other documental evidence included in the [Final Report]: i.e. the authorisation for payment nor the cheques issued from the designated FIFA Forward account"*.

⁹⁹ <https://www.bff.com.bd/category/executive-committee>.

187. As a result, the IC considered that Mr. Murshedy had tacitly accepted his participation(s) *"in relation to those stages of the payment [procedures]"*.
188. In relation to Mr. Murshedy's claim(s) in connection with the 'Comparative Statements of Quotations', the IC submitted that due to the fact that the BFF Investigative Report had not been handed over to the IC during the applicable investigation proceedings, it could not corroborate either the validity or the veracity of the Report's conclusions.
189. The IC stated that Mr. Murshedy simply relied on the conclusions of the BFF investigative Report in order to sustain that his signatures were scanned reproductions, however, as none of the evidence collected by the *"so-called BFF Investigation Committee"* was ever forwarded to the IC, it considered that the *"veracity of the conclusions as presented in the BFF Investigative Report could not be verified"*.
190. According to the IC, the legitimacy of the BFF Investigation Committee was to be seriously questioned due to its *"intrinsic relation to the BFF Executive Committee"*.
191. Even if Mr. Murshedy's signatures were scanned copies, the IC submitted that in any event such signatures could not simply thereby be considered as invalid as we *"live in a world where electronic approvals are common and valid"*.
192. The IC argued that Mr. Murshedy took no actions to demonstrate that he did not authorise the reproduction(s) of his signatures and *"merely"* relied on the conclusions of the BFF Investigative Report.
193. The IC was *"quite surprised"* to hear of Mr. Murshedy's arguments that his signatures *"on the Comparatives"* had been scanned and used without his consent as *"this claim was never before brought forward to the Investigatory Chamber"* and should have been the *"first thing"* Mr. Murshedy asserted when the IC had given him the opportunity to present his arguments and supporting documentation (in the context of the investigatory proceedings).
194. According to the IC, Mr. Murshedy presented no excuse before the Adjudicatory Chamber so as to explain *"why he did not present [the BFF Investigative Report]"* beforehand.
195. As such, the IC requested that any probative value potentially assigned to the BFF Investigative Report be discarded by the Adjudicatory Chamber.

II. CONSIDERATIONS OF THE ADJUDICATORY CHAMBER

196. In view of the circumstances of the present matter, the Adjudicatory Chamber deemed it appropriate to first address some key procedural aspects, before entering into the substance of the case at stake.

A. Procedural aspects

1. Jurisdiction and competence of the Adjudicatory Chamber

197. To begin with, and although its jurisdiction had not been challenged by the Accused, the Adjudicatory Chamber recalled that the competence of the FIFA Ethics Committee is defined pursuant to art. 31 FCE.

198. In this sense, the Adjudicatory Chamber turned its attention to art. 31 FCE and emphasised that whilst the second paragraph of such article determines subsidiary competence of the FIFA Ethics Committee, the first paragraph establishes its primary (and exclusive) competence in the following terms:

"The Ethics Committee has the exclusive competence to investigate and judge the conduct of all persons bound by this Code where such conduct:

a) has been committed by an individual who was elected, appointed or assigned by FIFA to exercise a function;

b) directly concerns their FIFA-related duties or responsibilities; or

c) is related to the use of FIFA funds."

199. As such, taking into consideration that the allegations raised against Mr. Murshedy in the present case related to the use of FIFA funds - the relevant transactions concerned in the present proceedings either being paid, or expected to be paid, with FIFA funds - the Adjudicatory Chamber consequently determined that, in accordance with art. 31 (1) (c) FCE, it was competent to assess and judge the present matter.

2. Applicable law

I. Applicability of the FCE *ratione materiae*

200. In continuation, and upon analysis of the conclusions contained within the Final Report, the Adjudicatory Chamber noted that there were several indications of potential illegal, immoral and/or unethical behaviour(s) on the part of Mr. Murshedy.

201. As such, the AC held that the FCE was applicable to the case at stake in line with art. 1 (1) FCE.

II. Applicability of the FCE *ratione personae*

202. The Adjudicatory Chamber subsequently recalled that art. 2 (1) FCE provides that the Code shall *inter alia* apply to "officials".

203. To that end, the Adjudicatory Chamber referred to the FIFA Statutes which define an official as “any board member (including the members of the Council), committee member, referee and assistant referee, coach, trainer and any other person responsible for technical, medical and administrative matters in FIFA, a confederation, a member association, a league or a club as well as all other persons obliged to comply with the FIFA Statutes (...)”.
204. Against such background, and referring to the football background of Mr. Murshedy¹⁰⁰, the Adjudicatory Chamber concluded that, at the time of the reported conduct(s), the latter was a football official *as per* the above definition.
205. As a consequence, the AC considered that the FCE was applicable to Mr. Murshedy pursuant to art. 2 (1) FCE.

III. Applicability of the FCE *ratione temporis*

206. As emphasised in the Final Report, the relevant facts described in the previous sections of this decision allegedly occurred between 2019 and 2020¹⁰¹, *i.e.* across a time-period when first, the 2019 edition of the FCE was in force¹⁰² and then subsequently, the 2020¹⁰³ edition of the FCE.
207. With the foregoing in mind, the Adjudicatory Chamber subsequently recalled that art. 3 FCE establishes that the current edition of the FCE (*i.e.* the 2023 edition¹⁰⁴) shall apply:

“(...) to conduct whenever it occurred, including before the enactment of this Code. An individual may be sanctioned for a breach of this Code only if the relevant conduct contravened the Code applicable at the time it occurred. The sanction may not exceed the maximum sanction available under the then-applicable Code.”

208. In other words, art. 3 FCE establishes that the current edition of the FCE (the 2023 edition) shall apply to conduct whenever it occurred, provided that the relevant conduct in question contravened the applicable edition of the FCE at the time it transpired. In such a situation, the Adjudicatory Chamber could not impose sanctions exceeding the maximum sanction(s) available under the then-applicable code (principle of *lex mitior*).
209. Applying the above to the present proceedings, the Adjudicatory Chamber deemed that the legal provisions of the respective articles of the 2019¹⁰⁵ and 2020¹⁰⁶ editions of the FCE relevant to the case at hand, had indeed been maintained through to the 2023¹⁰⁷ edition of the Code – the Chamber underlining that whilst the corresponding articles held different provision numbers, they were essentially verbatim¹⁰⁸ and at the very least were equivalent in spirit and/or intent – the applicable provisions retaining the shared aim of sanctioning the same prohibited conduct.

¹⁰⁰ Cf. par. 3 *supra*.

¹⁰¹ Cf. in particular, pars. 18-20 of the Final Report of the Investigatory Chamber.

¹⁰² The 2019 edition of the FCE entered into force on 01 August 2019

¹⁰³ The 2020 edition of the FCE entered into force on 13 July 2020.

¹⁰⁴ The 2023 edition of the FCE entered into force on 01 February 2023.

¹⁰⁵ Respective articles of the FCE 2019 edition: - art. 13 (*General duties*), art. 15 (*Duty of loyalty*) and art. 24 (*Forgery and falsification*).

¹⁰⁶ Respective articles of the FCE 2020 edition: - art. 13 (*General duties*), art. 15 (*Duty of loyalty*) and art. 24 (*Forgery and falsification*).

¹⁰⁷ Respective articles of the FCE 2023 edition: - art. 14 (*General duties*), art. 16 (*Duty of loyalty*) and art. 25 (*Forgery and falsification*).

¹⁰⁸ The Adjudicatory Chamber pointed out that of the articles applicable to the present case, only art. 16 (*Duty of loyalty*) FCE 2023 edition contained any variation in wording to its FCE 2019 edition & FCE 2020 edition equivalent articles – art. 15 (*Duty of loyalty*) FCE 2019/2020 edition. More specifically, art. 16 (*Duty of loyalty*) FCE 2023 edition included a definition of a ‘breach of fiduciary duty’ not previously included under the equivalent articles in the 2019/2020 editions of the Code as follows: - “(...) A breach of fiduciary duty occurs when, *inter alia*, someone who is placed in a position of responsibility or trust acts in a way that is detrimental to the interests of FIFA, the confederations, associations, leagues or clubs or is likely to damage their reputation”.

210. Therefore, in consideration of the above, the Adjudicatory Chamber was consequently settled in its conclusions that the different editions of the FCE covered the same offenses, and as such, that the 2023 edition of the FCE should apply to the procedural aspects as well as to the merits of the case at hand pursuant to art. 3 FCE (as denoted *supra.*).

3. Burden and standard of proof

211. As a preliminary remark, reference shall be made to art. 51 FCE (2023 ed.), in accordance with which the burden of proof regarding breaches of provisions of the Code rests on the Ethics Committee (*in casu* on the Adjudicatory Chamber).

212. In continuation, the Adjudicatory Chamber pointed out that, in line with art. 50 FCE, its members shall judge and decide on the basis of their comfortable satisfaction.

213. According to the established CAS jurisprudence, *"in practical terms [this] means the "personal convictions" of the Panel, having in mind the seriousness of the offence committed and after evaluating all the evidence in the file"*¹⁰⁹.

214. More specifically, *"the assessment of the evidence contributes significantly to the decision-making based on the "comfortable satisfaction" standard. The [deciding body] needs to have strong evidence that certain facts occurred in a given manner and also the evidence has to satisfy [said body] in the same sense. The relevant circumstances of the case assessed individually and/or combined, commonly known as the context are major elements to reach this conclusion (CAS 2013/3324 and 3369)"*¹¹⁰.

215. In so far that the evidence was concerned, the Adjudicatory Chamber recalled that it shall have absolute discretion regarding proof (art. 49 FCE), keeping in mind that any proof that has been obtained by means or ways involving violations of human dignity or that obviously does not serve to establish relevant facts shall be rejected (art. 48 FCE).

216. This being established, the Adjudicatory Chamber stressed that the case at stake presented serious allegations against Mr. Murshedy and that the potential consequences for the latter could therefore be severe if the relevant charges would be established¹¹¹. By way of consequence, the Adjudicatory Chamber concluded that it *"should have a high degree of confidence in the quality of the evidence"*¹¹².

217. However, the Adjudicatory Chamber also wished to point out that, in keeping with CAS jurisprudence, it could not ignore that, in particular, CAS awards have already clarified that *"Swiss law knows a number of tools in order to ease the – sometimes difficult – burden put on a party to prove certain facts. These tools range from a duty of the other party to cooperate in the process of fact finding, to a shifting of the burden of proof or to a reduction of the applicable standard of proof. The latter is the case, if – from an objective standpoint – a party has no access to direct*

¹⁰⁹ CAS 2019/A/6439 Samson Siasia v. FIFA – See also CAS 2019/A/6665 Ricardo Terra Teixeira v. FIFA and TAS 2020/A/7592 Ahmad Ahmad c. FIFA.

¹¹⁰ CAS 2019/A/6439 Samson Siasia v. FIFA.

¹¹¹ Art. 25 FCE for instance foresees *"an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a minimum of two years"*.

¹¹² CAS 2018/A/5906 Kyle Cesare v. UEFA.

*evidence (but only to circumstantial evidence) in order to prove a specific fact (SFT 132 III 715, E. 3.1; BK-ZPO/BRÖNNIMANN, 2012, Art. 157 no. 41; BSK-ZPO/GUYAN, 2nded. 2013, Art. 157 no. 11)*¹¹³.

218. Whilst bearing the above in mind, the Adjudicatory Chamber recalled, in particular, that acts involving forgery and/or falsification can, as a result of their very nature, often be concealed and therefore may in some circumstances be difficult to prove by direct evidence. Therefore, the Adjudicatory Chamber concluded that, should there be an absence of direct evidence, it could rely upon circumstantial/indirect evidence, provided that such evidence has a strong probative value – the CAS having established in this respect that “[c]ircumstantial evidence might be compared to a rope comprised of several cords: **one strand of the cord might be insufficient to sustain the weight, but three stranded together may be quite of sufficient strength**” (emphasis added)¹¹⁴.
219. Having clarified the foregoing, the Adjudicatory Chamber subsequently turned to focus of the merits of the case at hand.

B. Merits of the case

220. As a preliminary remark, the Adjudicatory Chamber pointed out that the matter at stake related to various purported breaches of the FCE by Mr. Murshedy, whom during his tenure(s) as Senior Vice-President of the BFF and Chairman of the BFF Finance Committee, allegedly negligently allowed the use of falsified quotations/documentation in order to support the procurement and payment processes for the above-identified transactions that were paid, or expected to be paid, with FIFA Forward funds.
221. In particular, the Adjudicatory Chamber noted that, according to the Investigatory Chamber, the Accused had:
- Engaged in neglectful conduct by granting his approval for payments from the BFF FIFA Forward designated bank account in relation to the concerned transactions which relied on falsified documentation – the applicable quotations being false and/or falsified and intentionally created in order to comply with the procurement/payment requirements;
 - Been involved in the identified transactions in a manner which was not merely superficial – Mr. Murshedy having played a significant role as he “*not only approved and selected the winning vendor*” but also “*authorised the payment*” and “*issued the corresponding cheques from the FIFA designated account*”.
222. In view of the above and taking into account, in particular, Mr. Murshedy’s submission(s) within his position (cf. *supra.*), the Adjudicatory Chamber considered that the potential violations mentioned in the Final Report, namely the violations of arts. 14, 16 and 25 FCE, should be analysed separately and particularly in light of the evidence on file.
223. Therefore, the Chamber decided to first focus on the most serious of the allegation(s) raised against the Accused concerning forgery and/or falsification (cf. art. 25 FCE). This, before turning to address, respectively,

¹¹³ CAS 2019/A/6669 Sayed Ali Reza Aghazada v. FIFA; CAS 2013/A/3256 Fenerbahce SK v. UEFA

¹¹⁴ CAS 2018/O/5713 International Association of Athletics Federations (IAAF) v. Russian Athletic Federation (RUSAF) & Yuliya Kondakova.

Mr. Murshedy's possible breaches of both his duty to behave in a dignified and ethical manner and to uphold his fiduciary duty to FIFA/the BFF (cf. arts. 14 and 16 FCE).

I. Provisions of art. 25 FCE - *Forgery and falsification*

224. To begin with, and in view of the conclusions of the Investigatory Chamber within the Final Report, the Adjudicatory Chamber found it worthwhile to affirm that art. 25 FCE states that "*Persons bound by this Code are forbidden from forging a document, falsifying an authentic document or **using a forged or falsified document***" (emphasis added).
225. Against this framework, the Chamber considered it clear that the provisions of art. 25 FCE referred to two distinct conducts: - on the one hand, the action of forging or falsifying an authentic document, and on the other, the action of making use of a forged or falsified document, this, regardless of whether the used forged/falsified document(s) in question had been forged/falsified by the same (using) person. In particular, the Chamber noted that the CAS had already shed light on the lower end of the scope of this provision – *i.e. the minimum standard required in order for a certain action or failure to act to constitute a violation of art. 25 FCE* – the latter having determined that "indirect intent" or "*dolus eventualis*" was the minimum form of intent required for an action, or lack of action, to constitute a breach of art. 25 FCE.¹¹⁵
226. Having clarified the above, the Adjudicatory Chamber subsequently directed its focus to the relevant allegations levied against the Accused in this regard, as outlined within the Final Report.

II. Factual assessment

227. To begin with, the Adjudicatory Chamber noted that the Final Report *inter alia* reported that the Accused, in his capacities as the BFF Senior Vice-President and Chairman of the Finance Committee, negligently allowed the use of falsified quotations/documentation in order to support the procurement and payment processes for the above-identified transactions that were paid, or expected to be paid, with FIFA Forward funds.
228. In other words, the Final Report stated that the BFF had made use of (falsified) quotations as supporting documentation for the transactions as outlined above (Transaction 1: Flight tickets (**Transaction 1**), Transaction 2: Lawnmowers (**Transaction 2**), Transaction 3: Footballs (**Transaction 3**) and Transaction 4: Sport wearable goods (**Transaction 4**) – collectively '**the Transactions**') "*with the sole aim*"¹¹⁶ of complying with the requirements of the procurement/payment processes and with the Transactions being paid, or expected to be paid, with FIFA Forward funds. In particular, the Final Report submitted that Mr. Murshedy had been 'more than merely superficially' involved in the Transactions and therefore would have had access to the quotations submitted for the former, and consequently would and/or should "*have easily recognised*"¹¹⁷ that the applicable quotations were falsified documents intentionally created to meet the requirements of the procurement/payment processes.
229. In continuation, the Chamber wished to highlight that the Final Report had not alleged that Mr. Murshedy himself had forged or falsified the applicable documentation, but rather that by way of his 'significant

¹¹⁵ CAS 2018/A/5769 Worawi Makudi v. FIFA

¹¹⁶ Page 28 of the Final Report of the Investigatory Chamber.

¹¹⁷ Page 31 of the Final Report of the Investigatory Chamber.

role/involvement' within the Transactions, it was "logical to expect" that as part of "the BFF's personnel responsible for vendor selection"¹¹⁸ Mr. Murshedy should have "thoroughly reviewed and examined the conditions and costs presented in the quotes"¹¹⁹ thereby 'easily' realising their falsification.

230. As such, in view of the foregoing, the Adjudicatory Chamber first considered it necessary to analyse the applicable quotations received in connection with the Transactions in order to evaluate as to whether they indeed can be considered as false, forged or falsified as was contended by the IC – this, before subsequently proceeding to assess the potential liability/ies of Mr. Murshedy in this regard, should it indeed be the case that the relevant quotations could be determined (to the required standard of proof) to be falsified, forged or false. Towards this end, the Chamber decided to analyse each of the pertinent Transactions individually.

a) False quotations received

(i) Flight tickets (Transaction 1)

231. Proceeding chronologically, the Chamber first turned its attention to Transaction 1 and observed from the Final Report that the BFF had received three quotations in October 2019 from the vendors *Al Marwah International*, *Purabi International* and *Multiplex Travels & Tourse* for services relating to the issuance and management of "several flight tickets for the BFF National Team – World Cup 2022, Omen tour"¹²⁰.

232. In this context, the Chamber observed that the Final Report had identified a number of apparent issues/irregularities, including several which had been identified by Control Risks, BDO or the Expert (Mr. Medina Casado) in their respective reports, which the IC considered indicated that the applicable quotations for Transaction 1 had been falsified:

- The quotations provided by all three of the vendors (*Al Marwah International*, *Purabi International* and *Multiplex Travels & Tourse*) each contained identical opening statements¹²¹ which shared the misspelling of the word "rout";
- Likewise, all three of the quotations shared the same "numerical error in the serial number"¹²²;
- As verified by Control Risks, whilst *Multiplex Travels & Tourse* was listed as a travel agency in two business directories in Bangladesh (see *supra.*), said business directories referred to the entity by the name 'Multiplex Travels & Tours', as opposed to by *Multiplex Travels & Tourse*, which was the name denoted within the quotation provided;
- The vendor *Purabi International* was actually a manpower recruitment agency (rather than a travel agency)¹²³ which shared the address and phone number mentioned within the applicable quotation provided to the BFF;

¹¹⁸ Page 31 of the Final Report of the Investigatory Chamber.

¹¹⁹ Ibid.

¹²⁰ Page 12 of the Final Report of the Investigatory Chamber.

¹²¹ "We are pleased to submit the following rout air tickets quotations" – Cf. page 13 of the Final Report.

¹²² Page 13 of the Final Report of the Investigatory Chamber.

¹²³ As verified by BDO, see pars. 48 and 52 of the Final Report of the Investigatory Chamber.

- Within the quotation provided by *Purabi International*, the pertinent amount mentioned in figures did not correlate to the pertinent amount expressed in words;
- According to BDO's forensic audit, BDO successfully contacted representatives of *Purabi International* and 'Multiplex Travels & Tours', both of which confirmed that they had not provided any quotations to the BFF nor rendered any services to the BFF in the past;
- According to the Expert Report, the three quotations had been "*made by the same pattern or template, being made by the same company and not different*" – the quotations being "*fully coincident in their base content*", containing "*complete phrases with the identical errors*"¹²⁴ and there being a "*coincidence in the ink used among all the quotations*"¹²⁵.

233. With the foregoing in mind, the Chamber noted that, in particular, within his position the Accused had not disputed either the irregularities highlighted in the Final Report in relation to Transaction 1 or the IC's subsequent conclusion that the supporting quotations for this Transaction had been falsified.

234. In these circumstances, the Chamber first wished to emphasise its severe disquiet regarding the fact that when contacted by BDO, representatives of both *Purabi International* and 'Multiplex Travels & Tours' had each respectively confirmed that they had not provided any quotations to the BFF (at the least, in relation to Transaction 1) and that neither had they rendered any services to the BFF in the past – the Chamber considering it to be most likely of no small coincidence that *Al Marwah International* was the vendor which was selected as the winning bidder. Moreover, the Chamber found that the Final Report had not only identified a singular isolated problem with the quotations connected with Transaction 1 but had indeed listed several (see *supra.*), not to mention the similarities identified between the quotations.

235. As a result, in consideration of the foregoing and after having carefully studied the three quotations concerned, the Chamber was comfortably satisfied that the quotations received for Transaction 1 were false and/or had been falsified.

(ii) *Lawnmowers (Transaction 2)*

236. The above being determined, the Chamber focused its attention on Transaction 2 and observed from the Final Report that the BFF had received three quotations in December 2019 from the vendors *Bangladesh Hardware*, *Shova Enterprise* and *Sharmin Enterprise* regarding the potential purchase of "*two lawnmowers*"¹²⁶.

237. In this respect, as was the case with Transaction 1, the Final Report had discerned a number of apparent issues/irregularities, including several which had been identified Control Risks, BDO or the Expert (Mr. Medina Casado) in their respective reports, which the IC considered indicated that the applicable quotations for Transaction 2 had been falsified:

- The purchase order for Transaction 2 was issued on 15 December 2019 - the exact date upon which the quotations of *Bangladesh Hardware* and *Shova Enterprise* were received by the BFF and two days before *Sharmin Enterprise* provided its quote to the same (*i.e.* on 17 December 2019) - as such, the IC

¹²⁴ Page 15 of the Final Report of the Investigatory Chamber.

¹²⁵ *Ibid.*

¹²⁶ Page 15 of the Final Report of the Investigatory Chamber.

considered it *“highly improbable that the BFF had thoroughly and adequately analysed all (...) three [quotations]”*¹²⁷ before *Bangladesh Hardware* was selected as the winning vendor;

- The BFF provided Control Risks with three *undated* quotations for Transaction 2 (from *Bangladesh Hardware*, *Shova Enterprise* and *Sharmin Enterprise*), whereas the IC highlighted that the equivalent *“quotations physically provided to the Investigatory Chamber during the Ethics proceedings were all dated”*¹²⁸;
- *Bangladesh Hardware*, as the winning vendor, provided an invoice for Transaction 2 in which it had misspelt its name as ‘Bangladesh Hardwar’ and with a slightly different address (to that as provided in its quotation);
- According to Control Risks, the quotations submitted by *Shova Enterprise* and *Sharmin Enterprise* had expressed several striking similarities such as the *“layout such as formatting, spacing, both hand-written quotes and the use of asterisks as bullets”* and were likewise *“set out in identical manner (central header underlined, parallel spacing and paragraphs) and the same imagery”*¹²⁹;
- When contacted by BDO via telephone call on *Sharmin Enterprise’s* stipulated landline, the person whom answered the call identified themselves as *‘Shova Enterprise’*;
- Despite making several phone calls, BDO were unable to establish contact with the vendor *Bangladesh Hardware*;
- According to the Expert Report, the three quotations had been *“made by the same template, the same origin, and not from different companies, since they fully coincide[d] in several aspects”*. In particular, according to the Expert Report, all three of the quotations contained the *“same background images”*, whilst the quotations received from *Shova Enterprise* and *Sharmin Enterprise* had *“very similar structure[s] in typography, size and style”*.

238. With the foregoing in mind, the Chamber noted that, in particular, within his position the Accused had not disputed either the irregularities highlighted in the Final Report in relation to Transaction 2 or the IC’s subsequent conclusion that the supporting quotations for this Transaction had been falsified.

239. Having summarised the above, the Chamber first expressed its serious concerns regarding the fact that the quotations of *Bangladesh Hardware* and *Shova Enterprise* appeared to have been provided to the BFF on *the same day* the purchase order was issued for Transaction 2 (*i.e.* on 15 December 2019) and that the quotation from *Sharmin Enterprise* had been received by the BFF *two days afterwards* (*i.e.* on 17 December 2019, two days after the issuance of the applicable purchase order) – the Chamber pointing out that such a timeline was incoherent and uncondusive to a proper analysis of (all three of) the quotations provided.

240. Moreover, the Chamber found that the Final Report had not only identified a singular isolated problem with the quotations connected with Transaction 2, but had rather listed a number of anomalies/discrepancies, such as i) the fact that the quotations provided by the BFF for Transaction 2 to Control Risks were *undated*, whereas

¹²⁷ Page 16 of the Final Report of the Investigatory Chamber.

¹²⁸ Footnote no. 59 of the Final Report of the Investigatory Chamber.

¹²⁹ Page 17 of the Final Report of the Investigatory Chamber.

the same physically provided to the IC were all dated; ii) within its issued invoice *Bangladesh Hardware* had stipulated a slightly different address than its address as stated within its provided quotation, and; iii) when contacted by BDO on its indicated landline, *Sharmin Enterprise* had seemingly identified itself as '*Shova Enterprise*' – these, whilst also taking into account the similarities recognised between the quotations.

241. As such, in view of the foregoing and after having thoroughly examined the three quotations concerned, the Chamber was comfortably satisfied that the quotations received for Transaction 2 were false and/or had been falsified.

(iii) Footballs (Transaction 3)

242. Turning to address Transaction 3, the Chamber contemplated from the Final Report that, in December 2019, the BFF had received three quotations in relation to the purchase of footballs from the vendors *Maria International*, *M/S H.U. Zaman Trading* and *Ophelia's Closet*.

243. In this regard, similarly to Transactions 1 and 2, the Final Report had distinguished a number apparent issues/irregularities, including several which had been identified by Control Risks, BDO or the Expert (Mr. Medina Casado) in their respective reports, which the IC considered indicated that the applicable quotations for Transaction 3 had been falsified:

- According to Control Risks, the companies *Maria International* or *M/S H.U. Zaman Trading* or *Ophelia's Closet* did not appear to exist, and in the case of *Ophelia's Closet*, the latter did not exist at the address provided on the applicable quotation;
- *Ophelia's Closet* was engaged in tailoring women's clothing and thus unlikely to provide footballs to the BFF;
- The quotations of *Maria International* and *M/S H.U. Zaman Trading* lacked "sufficient identifiers for the enterprises"¹³⁰ and neither bore the 'seals' of the respective entities;
- *Ophelia's Closet* had no physical address (only an online presence) and was a fashion supplier with no apparent experience in supplying footballs;
- No invoice was received from *Ophelia's Closet* in relation to Transaction 3, nevertheless, the BFF proceeded to make payment to the former on the basis of the amount stated within its provided quotation (BDT 1,200,000 (USD 13,921));
- According to the Expert Report, the quotations for Transaction 3 were "susceptible to falsehood, since the signatures of D6 and D7 (and two of D8) [were] made on photocopies and not on original documents".

244. The above being outlined, the Chamber subsequently acknowledged, similarly to Transactions 1 and 2, that the Accused had not contested the above-denoted irregularities in relation to Transaction 3 nor the IC's subsequent conclusion that the quotations used as supporting documentation for Transaction 3 had been falsified.

¹³⁰ Page 21 of the Final Report of the Investigatory Chamber.

245. As such, the above being determined, the Chamber found that it could not ignore the several irregularities/issued recognised in connection with the quotations provided for Transaction 3, such as i) the fact that *Ophelia's Closet* (the winning vendor) had been identified primarily as a tailoring company for women's wear; ii) the fact that neither the vendors *Maria International* or *M/S H.U. Zaman Trading* appeared to actually exist; iii) the address provided on the quotation of *Ophelia's Closet* was incorrect, and iv) the anomalies described within the Expert Report. In particular, the Chamber took into Account that Mr. Murshedy had submitted no plausible explanation(s) for such elements.

246. Consequently, in view of the established numerous elements pointing against the authenticity of the quotations, the Adjudicatory Chamber was comfortably satisfied that some of the quotations received for Transaction 3, if not all, were false and/or had been falsified.

(iv) Sport wearable goods (Transaction 4)

247. Finally, with regards to Transaction 4, the Chamber noted from the Final Report that the BFF had received three quotations in July 2020 from *Sports Link*, *Sports Corner* and *Robin Enterprises* regarding the potential purchase of "sports wearable goods".

248. In this context, comparably to Transactions 1, 2 and 3, the Final Report had likewise ascertained a number of apparent issues/irregularities, including several which had been identified by Control Risks, BDO or the Expert (Mr. Medina Casado) in their respective reports, which the IC considered as indication that the applicable quotations for Transaction 4 had been falsified:

- All three quotations contained identical spelling mistakes (*i.e.* the misspelling of "Quotations");
- The quotations of *Sports Link* and *Robin Enterprises* used the same opening statement (which likewise contained spelling/grammatical errors)¹³¹;
- All three of the quotations lacked the vendors' stamps as applicable;
- All three quotations had the same layout (same table structure, date, format and located signature space);
- The contact number on the quotation provided by *Robin Enterprises* was a personal mobile number with no discernible connection to the company;
- The owner of *Sports Link*, Mr. Robin, appeared to be a former employee of *Sports Corner*, whose business premises were located right next to one another;
- The Expert concluded in the Expert Report that "[t]he doubtful documents of group 1 are made by the same employer or template, indicating **that they have not been made by different companies.**" (emphasis added, *free English translation*).

¹³¹ "We are please to inform you that we have supplied you the following items as per your order" – Cf. page 26 of the Final Report.

249. Whilst keeping the above in mind, the Chamber remarked that in response, the Accused did not dispute the irregularities mentioned in the Final Report *inter alia* with respect to Transaction 4. In particular, as with Transactions 1, 2 and 3, the Chamber further observed from the case file that Mr. Murshedy had not contested the conclusion of the Final Report that the quotations used as supporting documentation for Transaction 4 had been falsified.

250. Therefore, in the circumstances as outlined above and taking into account the series of 'issues' the Final Report had identified/listed in relation to Transaction 4 and the quotations concerned, upon its consideration of the case file at its disposal, the Adjudicatory Chamber was comfortably satisfied that the quotations received for Transaction 4 were false and/or had been falsified, particularly when taking into account the similarities identified between them.

b) The involvement of Mr. Murshedy in the Transactions

251. Having established that the foregoing facts had occurred, namely that false (and/or falsified) quotations had been used in support of the Transactions, the Chamber next wished to examine the extent (if indeed any) of Mr. Murshedy's involvement/participation(s) in the Transactions at hand.

252. According to the Final Report, Mr. Murshedy had been 'involved' within the Transactions in manner which was "not merely superficial"¹³² and had "played a significant role"¹³³ in the processes, such as participating in the 'Comparative Statement of the Quotations' whereby the winning vendor was approved and selected as well as authorizing payment(s)/issuing the corresponding cheques from the BFF's FIFA Forward designated account, as summarized by the following table:

	Sport wearable goods	Footballs	Flight Tickets	Lawn mowers
Participation in the Comparative Statement of Quotations	x	x		
Authorised the payment	x	x	x	
Issued cheque	x	x	x	x

[Extract page 31 of the Final Report]

253. In this context, the Chamber subsequently acknowledged that the Accused had stressed within his position(s)/submission(s) before the Adjudicatory Chamber and/or the Investigatory Chamber¹³⁴ that:

- i) He denied the allegations brought against him and likewise denied breaching arts. 24, 15 and 13 FCE (2020 edition);
- ii) He denied signing any of the applicable documents "stated in the (...) matter", submitting that "as no signature was given, no consent and/or approval of any such act were provided";

¹³² Page 31 of the Final Report of the Investigatory Chamber.

¹³³ Ibid.

¹³⁴ In the context of the applicable investigatory proceedings to the present case.

- iii) His signatures which appeared in the documentation to the Transactions were scanned signatures used without his express consent, as corroborated by the BFF Investigative Report;
- iv) The BFF Investigative Report confirms that the mentioned scanned signatures which are attributed to the Accused within the concerned documentation to the Transactions were used without his consent *"on each and every occasion"*;
- v) As demonstrated by the emails submitted by the Accused on 06 February 2024, FIFA had apparently approved the *"04 (Four) payments under scrutiny"* i.e. the four respective payment(s) issued from the BFF's FIFA Forward designated account for the Transactions;
- vi) According to the Accused's above-mentioned communication of 09 November 2023, the BFF procurement/payment process(es) proceeded as follows: - the pertinent documents were first checked by the *"respective department"* and then by the BFF *"Finance Department"*, headed by the BFF Chief Financial Officer (Mr. Abu Hossain). After completing all relevant checks/audits and being *"fully satisfied"*, the former would authorise a *"payment approval note"* which was then forwarded to the BFF General Secretary (Mr. Shohag). Only after *"all the above steps [had] been duly followed"* would Mr. Shohag then authorise the *"forwarding of the payment approval note to the Chairman of the Finance Committee"*, i.e. to Mr. Murshedy, for his signature. According to the Accused, it was on the basis of this *"existing check and balance framework"* that the BFF Finance Committee (and consequently Mr. Murshedy) apparently believed that any payment approval note received by them/him had been *"rigorously vetted and verified"* beforehand in compliance with the applicable process(es). As such, in view of this *"reasonable presumption"* and *"long standing trust"*, the Accused stated that he would put his official signature on any *"any payment approval note placed before [him]"*;
- vii) According to Mr. Murshedy's position submitted before the Investigatory Chamber, due to his hectic work schedule he was unable to conduct thorough examinations and instead relied upon the *"trustworthiness of the signatures on the payment approval note"*¹³⁵;
- viii) Further, likewise according to the Accused's position submitted before the Investigatory Chamber, Mr. Murshedy acknowledged that *"certain steps of the procedures might not have been adequately followed"* but at the same time emphasised that *"any lapses occurred unintentionally and unknowingly"* and to some extent, due to *"a lack of awareness"*¹³⁶.

254. In this context, the Chamber first observed from the above and the case file at its disposal that, on the one hand, Mr. Murshedy had entirely denied his involvement(s) or role(s) within the payment/procurement processes for each of the Transactions in which falsified quotations had been used as supporting documentation. This said, on the other hand, Mr. Murshedy had likewise stated within his submissions that, in view of his stipulated belief/faith in the apparent *"existing check and balance framework"* at the BFF and his associated *"long standing trust"* in this regard, he would therefore place his official signature on any *"payment approval note"* brought before him in his capacity as Chairman of the BFF Finance Committee.

¹³⁵ Page 29 of the Final Report of the Investigatory Chamber.

¹³⁶ Ibid.

255. With the above in mind, the Chamber subsequently remarked that Mr. Murshedy's submission(s) in the present case had primarily focused on his purported argument(s) that he hadn't signed any of the pertinent documents connected to the Transactions, as had been contended to the opposite by the Final Report. In particular, according to Mr. Murshedy, any and all of the signatures which were attributed to him within the case file were scanned copies which had been used without his approval or consent – the former, according to Mr. Murshedy, being corroborated by the contents of the BFF Investigative Report¹³⁷ and his above-mentioned "*application of complaint*" to the "*Deputy Commissioner of Dhaka Metropolitan Police (Motijheel Zone) on 05 October 2023*" (**the Complaint**).
256. This being said, in the view of the Chamber and acknowledging the submissions of the Accused to the opposite, on the basis of the examination of the entirety of the evidence at its disposal and as exhibited by way of the above table, it was undeniable that Mr. Murshedy had been involved in several stages of the procurement processes for the Transactions in which false (and/or falsified) quotations had been utilized.
257. In particular, the Chamber deemed, as it would soon explain in further detail, that whilst Mr. Murshedy's alleged participation(s) in the 'Comparative Statements of Quotations' were called into question, it was nevertheless comfortably satisfied that the Accused had been involved, at the least, in the authorization of payment(s) for the Transactions (Mr. Murshedy's signature appearing on the applicable document(s) which authorized the payment of FIFA funds to the selected winning vendor for the Transactions) and the issuance of the applicable corresponding cheques from the FIFA Forward designated account of the BFF (Mr. Murshedy's signature appearing on the corresponding cheques issued in favour of the selected winning vendor(s) across the Transactions).
258. In this context, by way of elaboration, the Chamber wished to emphasise that whilst it recognised that Mr. Murshedy had outright denied his involvement(s) at *all* of the referenced stages of the Transactions and argued that *all* of his signatures were scanned copies used without his consent, the Chamber held that it also could not ignore the fact that both the BFF Investigative Report and the Complaint (see *supra.*) – which the Accused had *inter alia* presented with a view to corroborate his aforementioned arguments - only appeared to specifically address the signatures of Mr. Murshedy in so far as those which appeared upon the 'Comparative Statement of Quotations' documentation for Transactions 3 and 4. That is to say, neither the BFF Investigative Report¹³⁸ nor the Complaint, despite the inference(s) of Mr. Murshedy to the contrary, ostensibly addressed or referenced the signatures of the Accused which had also appeared on the relevant payment authorisations or issued cheques for the Transactions (which were supported by falsified documentation) in his capacity of Chairman of the BFF Finance Committee, as detailed within the Final Report.
259. This said, in any event, the Chamber wished to remark in so far as the BFF Investigative Report was concerned - in consideration of the additional comments of the Investigatory Chamber submitted on 14 February 2024 and in keeping with its approach(es) in the context of separate proceedings concerning other officials of the BFF¹³⁹ - that the Report was considered to be of secondary value *only*, the Chamber accentuating that its

¹³⁷ As mentioned *supra.* (cf. par. 145), the BFF Investigative Report stated, *inter alia* with respect to Mr. Murshedy's signature which appeared on the 'Comparative Statement of Quotations' document(s) for the identified transactions concerning '*sports wearable goods*' and '*footballs*', that when Mr. Murshedy was "*asked about this issue*" or "*matter*" by the assembled 'BFF Investigation Committee', he had stated that the "*scanned signatures were used without [his] permission*" or "*consent*" and that he "*did not know about it*" or "[was] *not aware of this at all*".

¹³⁸ As had likewise been pointed out by the Investigatory Chamber within its additional comments submitted on 14 February 2024 in relation to the BFF Investigatory Report (see *supra.*).

¹³⁹ Adjudicatory proceedings under the ref. no(s). FED-481, FED-482, FED-483 and FED-484.

deliberations and conclusions in the present case were maintained independently of any of the indications of the BFF Investigative Report.

260. With the foregoing in mind and in summary, the Chamber stressed that whilst the submissions of the Accused, at a minimum, gave it reason to doubt and/or query the Accused's alleged participation(s) in the 'Comparative Statement of Quotations' stage for Transactions 3 - 4 (even though Mr. Murshedy's signature(s) appeared therein), it remained that in the present proceedings Mr. Murshedy had not provided any evidence which could duly demonstrate or substantiate his assertions that his signatures which appeared upon the payment authorisations/corresponding cheques for the Transactions, were scanned copies issued without his knowledge or consent. This, whilst also considering that Mr. Murshedy had himself submitted that he would put his official signature on any "*any payment approval note placed before [him]*" (in his capacity as the Chairman of the BFF Finance Committee) on the basis of his apparent 'faith'/trust' in the BFF's "*existing check and balance framework*"¹⁴⁰.
261. The above being determined, the Chamber next wished to point out that it whilst it indeed concurred with the IC in so far that it agreed that Mr. Murshedy had most definitely been 'involved' within the Transactions at hand to the extent as described above, it underlined that it was nevertheless not convinced by the Final Report's stipulations that Mr. Murshedy's identified participation(s)/role(s) in the Transactions were of such a degree so as to be considered '*significant*'.
262. More specifically, whilst the it acknowledged the IC's statements within the Final Report that Mr. Murshedy had "*played a significant role*"¹⁴¹ (emphasis added) in the Transactions' processes, the Chamber afforded due attention to its above determinations that the Accused's involvement(s) could only decisively be found to have occurred 'at the very last stages' of the various procurement/payment processes for the Transactions¹⁴², *i.e.* at the payment approval(s)/cheque issuance stages.
263. Moreover, the Chamber found itself convinced by the Accused's contention(s) that he believed that the applicable payment approval(s) and associated cheques for the Transactions, before being placed before him for his signature, had been previously "*rigorously vetted and verified*" by the other (senior) BFF officials concerned at the various (earlier) junctures of the Transactions (in particular, those of Mr. Shohag and Mr. Hossain) and in whom he placed a presumed degree of trust.
264. As such, whilst the Chamber was comfortably satisfied that Mr. Murshedy had indeed had been '*involved*' in the Transactions – specifically, the authorization of the payment of FIFA funds to the selected winning vendors(s) and the issuance of the corresponding cheques¹⁴³ - it found that it could not proceed so far so as to conclude that his(s) role had been *significant* in this respect, as argued by the IC.

¹⁴⁰ The Chamber noting that the same was not said by the Accused for the 'Comparative Statement of Quotations' stage of the transaction process(es).

¹⁴¹ Ibid.

¹⁴² It being uncontested by the parties that the Accused had not participated in either the approval(s) of the pertinent Requisition Forms for the Transactions or the request(s) for/receipt of the quotations across the Transactions and Mr. Murshedy's alleged participation(s) in the 'Comparative Statement of Quotations' stage of Transactions 3-4 being called into question (see *supra*).

¹⁴³ From the BFF's FIFA Forward designated account.

c) Legal assessment

265. Having established that the abovementioned facts had occurred, namely, that for the Transactions false and/or falsified quotations had been used as supporting documentation and that, whilst Mr. Murshedy had been involved in the Transactions concerned, he had lacked 'a *significant* role' in this regard, the Adjudicatory Chamber next examined, in reference to its above-outlined stipulations regarding art. 25 FCE, whether these circumstances amounted to a violation on the prohibition on forgery and falsification on the part of the Accused, as stated in the Final Report.
266. In this context, the Chamber began by recalling that there was nothing within the Final Report/case file to suggest that Mr. Murshedy had himself (or at the request of others) forged or falsified the applicable quotations – the Final Report stating outright that the IC had been unable to identify the issuer of the falsified documentation – the Final Report rather suggesting that by endorsing and/or approving the Transactions at hand, Mr. Murshedy had not acted in accordance with his duty of care towards the BFF or with the required diligence in so far that it was "*his responsibility to ensure that the FIFA regulations were observed*"¹⁴⁴ and that he would/should have examined/assessed, before ultimately approving, the supporting documentation to each of the Transactions (which included the falsified quotations) by way of his established participation(s)/involvement(s) in the various stages of the former, such as at the 'payment authorization' and the 'issuing of cheques' stages.
267. Against this background, the Chamber subsequently proceeded to recount the pertinent CAS jurisprudence and once more pointed out from the *Worawi Makudi v. FIFA* Award that "indirect intent" or "*dolus eventualis*" was the minimum form of intent required for an action, or lack of action, to constitute a breach of art. 25 FCE.¹⁴⁵ In particular, the Chamber remarked from the aforementioned Award that the CAS had noted that "*this issue ha[d] been extensively addressed in CAS jurisprudence, particularly in the context of anti-doping rule violations*" with "[o]ne CAS panel" stating the following in this respect:
- (...) "This Panel holds that the term "intent" should be interpreted in a broad sense. Intent is established – of course – if the athlete knowingly ingests a prohibited substance. However, it suffices to qualify the athlete's behaviour as intentional, if the latter acts with indirect intent only, i.e. if the athlete's behaviour is primarily focused on one result, but in case a collateral result materializes, the latter would equally be accepted by the athlete. If – figuratively speaking – an athlete runs into a "minefield" ignoring all stop signs along his way, he may well have the primary intention of getting through the "minefield" unharmed. However, an athlete acting in such (reckless) manner somehow accepts that a certain result (i.e. adverse analytical finding) may materialize and therefore acts with (indirect) intent" (...).*
- Following the definition of "intent" given in Article 19.3 FIFA ADR it follows that in order for the anti-doping rule violation to be committed intentionally, the Player i) must have known that there was a significant risk that his conduct might constitute or result in an anti-doping rule violation; and ii) manifestly disregarded that risk".*
268. In this context, applying the principles of the foregoing Award to the circumstances at hand, the Chamber understood from the former that if Mr. Murshedy could be considered to have acted without the degree of

¹⁴⁴ Page 32 of the Final Report of the Investigatory Chamber.

¹⁴⁵ CAS 2018/A/5769 *Worawi Makudi v. FIFA*

diligence expected of him in the context of the various procurement procedures/processes related to the Transactions (supported by falsified quotation), he could consequently be found guilty of (allowing) the use of false/falsified documentation in violation of art. 25 FCE.

269. As such, with the foregoing in mind and in consideration of its above deliberations and determinations, whilst in the view of the Chamber some of the irregularities within/similarities between the (falsified) quotations at the basis of the Transactions (as outlined *supra.*) were plain, at the same time, by virtue of Mr. Murshedy's palpable lack of intent to have acted against the BFF's best interests or to have inadequately implemented the required procurement/payment procedures for the Transactions, his (misconceived or otherwise) belief in/reliance upon the supposed vetting(s) and verification(s) which he expected to have been performed by other (senior) BFF officials at the earlier stages of the Transactions' processes, and relatedly, his verifiable involvement(s) at the 'endmost' stages of the Transactions 'only' (*i.e.* at the payment authorisation/cheque issuance stages) the Chamber deemed it evident that Mr. Murshedy could not be said to have acted without the degree of diligence which was to be expected of him, within the context of the specific circumstances at hand.
270. As a result, in view of the foregoing and the above being determined, the Chamber consequently considered that it could not conclude to its comfortable satisfaction that Mr. Murshedy could be found to be in breach of art. 25 FCE and accordingly decided that, on the basis of the case file presented to it, the charges brought against him in this regard should be dismissed.
271. In continuation, the Chamber further determined that it followed, taking into account its above considerations and, in particular, Mr. Murshedy's aforementioned lack of intent, that the Accused similarly could not be determined to have breached his duty of loyalty pursuant to art. 16 FCE.
272. This said, the Chamber however wished to point out, notwithstanding its preceding determinations, that it nevertheless remained that pursuant to art. 14 FCE, Mr. Murshedy was *inter alia* required to have been aware of the importance of his duties and concomitant obligations and responsibilities in his capacity as an official of the BFF/his roles as both the BFF Senior Vice-President and Chairman of the BFF Finance Committee.
273. As such, whilst the Chamber found it appropriate that the charges against Mr. Murshedy concerning arts. 25 and 16 FCE were to be dismissed, it nevertheless remained comfortably satisfied that Mr. Murshedy, by his conduct(s)/action(s) as described above, principally, his utter reliance upon/'blind faith' in the performances of/verifications apparently executed by other BFF officials at 'previous' stages of the Transactions without appropriately exercising the duties and responsibilities inherent to his position(s) as the BFF Senior Vice-President and Chairman of the BFF Finance Committee, had acted in violation of his general duties pursuant to art. 14 FCE.

C. Summary

274. To summarize the above, the Chamber considered that the information and evidence on file and, in particular, as contained in the Final Report, demonstrated to its comfortable satisfaction that Mr. Murshedy had, whilst maintaining the positions of BFF Senior Vice-President and Chairman of the BFF Finance Committee, breached art. 14 FCE in so far that he had failed to behave in an ethical/dignified manner and be aware of the importance

of his duties and concomitant obligations and responsibilities in his capacity as an official of the BFF/his roles as the BFF Senior Vice-President and Chairman of the BFF Finance Committee.

D. Determination of the sanction(s)

275. The violation(s) of the FCE by Mr. Murshedy having been established, the Chamber subsequently considered the sanction(s) to be imposed.
276. According to art. 6 (1) FCE, the Chamber may pronounce the sanctions described in the FCE, the FIFA Disciplinary Code (**FDC**) and the FIFA Statutes.
277. For the sake of good order, the Chamber underlined that it was responsible to determine the scope and extent of any sanction and shall take into account all relevant factors of the case, including the nature of the offense, the offender's assistance and cooperation, the motive, the circumstances, the degree of the offender's guilt, the extent to which the offender accepts responsibility and whether the person mitigated his guilt by returning the advantage received, where applicable (art. 9 FCE).
278. In particular, when evaluating the appropriate sanctions to be imposed, the Chamber should also take into consideration the seriousness of the violation(s) and the endangerment of the legal interest(s) protected by the applicable provisions of the FCE.
279. Against this background, the Adjudicatory Chamber pointed out that the Accused had been found guilty of violating art. 14 FCE in relation to his involvement(s) in the Transactions which were supported by false/falsified quotations in order to justify payment, or expected payment, with FIFA funds.
280. In this context, as a starting point, by virtue of the Accused's position(s) in the BFF, the Chamber underlined that Mr. Murshedy had been anticipated to uphold the expected standards of professionalism by *inter alia* preserving and promoting the integrity of the sport. However, rather than maintaining these expectations, Mr. Murshedy had been connected with, however unintentionally, unethical conduct by way of his described involvement(s) with the Transactions (which were supported by falsified documentation) - the former demonstrating some level of disregard for the provisions of the Code on the part of the Accused.
281. As a result, the Chamber was of the opinion that the Respondent's behaviour was unbecoming of a football official and therefore warranted the imposition of sanction(s) accordingly. FIFA, as the international governing body of football, having a direct interest in deterring similar conducts, which undermine the trust placed in the organization by football officials and third parties worldwide.
282. This being said however, and indeed the above notwithstanding, the Chamber afforded due attention to Mr. Murshedy's cooperation during both the investigatory and adjudicatory proceedings in the present case. Moreover, the Chamber took into consideration that Mr. Murshedy was not the sole individual involved within the procurement processes at the basis of the Transactions.
283. Similarly, the Chamber likewise took into account that Mr. Murshedy had expressed some degree of remorse for his actions, and, to an extent, had acknowledged his 'mistakes' in relation to the matters at hand.

284. Furthermore, the Chamber subsequently acknowledged that, up until the present proceedings, Mr. Murshedy had presented a clean record, the Accused lacking any known precedents or previous records of any infringements of the FIFA regulations – the Chamber insisting however, that whilst these elements did not exonerate the Accused from his responsibilities or excuse his conduct in any capacity, they did serve as mitigating factors for consideration by the Chamber in its evaluations of the appropriate sanction(s) to be imposed.
285. In this respect, against this background, the Chamber recalled that in accordance with the Code, established violations of art. 14 FCE provided for the imposition of a ban on taking part in any football-related activity for a maximum of two (2) years and for the imposition of a fine of at least CHF 10,000. This said, the Chamber emphasised that in any case, it would be guided by the principle of proportionality, taking into account all the circumstances of the case at hand.
286. Therefore, having considered all the elements of the case file, the Chamber deemed that, although the infringement committed by Mr. Murshedy was not acceptable, it also recognised that the mitigating elements as outlined above must be taken into account. As such, the Chamber found that the sanction(s) to be imposed fell within the lower range of art. 14 FCE.
287. Consequently, the Chamber found no basis upon which to impose higher sanctions than the minimum provided for under art. 14 FCE, this, whilst also pointing out simultaneously that there was no evidence within the case file which the Chamber considered could have justified the imposition of sanctions lower than the minimum sanction(s) as provided for under this provision. As such, the Chamber decided that the imposition of a fine to the amount of CHF 10,000 was the appropriate, proportionate and warranted measure to be imposed upon the Accused in light of the offences committed.
288. In particular, the Chamber deemed that this sanction would produce the necessary deterrent effect whilst also taking into account the applicable mitigating elements as outlined-above.

III. DECISION OF THE ADJUDICATORY CHAMBER

1. Mr. Abdus Salam Murshedy is found responsible for having breached art. 14 (General duties) of the FIFA Code of Ethics in relation to his involvement(s), whilst serving as the BFF Senior Vice-President and Chairman of the BFF Finance Committee, in transactions which were supported with false and/or falsified documentation and which were paid, or expected to be paid, with FIFA funds.
2. Mr. Abdus Salam Murshedy is ordered to pay a fine to the amount of CHF 10,000.
3. The fine is to be paid within 30 days of notification of the present decision.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Vassilios Skouris

Chairperson of the Adjudicatory Chamber of the FIFA Ethics Committee

NOTE RELATED TO THE LEGAL ACTION:

According to art. 57 (1) of the FIFA Statutes reads together with art. 84 of the FCE (2023 edition), this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with CAS.

NOTE RELATED TO THE FINANCIAL SANCTION:

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to the abovementioned case number.

NOTE RELATED TO THE PUBLICATION:

The public may be informed about the reasons for any decision taken by the Ethics Committee. In particular, the chairperson of the adjudicatory chamber may decide to publish the decision taken, partly or in full, provided that the names mentioned in the decision (other than the ones related to the party) and any other information deemed sensitive by the chairperson are duly anonymized (cf. art. 37 (3) FCE (2023 edition)).