

DECISION 2020/02

OF THE

BADMINTON WORLD FEDERATION

INDEPENDENT HEARING PANEL

DEFENDANT(s): Mr. Hendra Tandjaya (BWF ID 74114)
Mr. Ivandi Danang (BWF ID 86766)
Mr. Androw Yunanto (BWF ID 97427)
Ms. Sekartaji Putri (BWF ID 99009)
Ms. Mia Mawarti (BWF ID 97080)
Ms. Fadilla Afni (BWF ID 71946)
Mr. Aditiya Dwianto (BWF ID 58746)
Mr. Agripinna Prima Rahmanto Putra (BWF ID 72715)

PANEL: Mr. James Kitching (Chair)
Mr. Rune Bård Hansen
Mr. Kevin Carpenter

DATE: 6 November 2020

Regarding alleged violations of the:

2012 Code of Conduct in Relation to Betting, Wagering, and Irregular Match Results

2016 Code of Conduct in Relation to Betting, Wagering, and Irregular Match Results

Mar 2017 Code of Conduct in Relation to Betting, Wagering, and Irregular Match Results

Nov 2017 Code of Conduct in Relation to Betting, Wagering, and Irregular Match Results

PRELIMINARY MATTERS

Introduction

1. On 25 September 2019, Mr. Rune Bård Hansen, the President of the Badminton World Federation (“**BWF**”) Independent Hearing Panel (“**IHP**”) appointed the following members to a hearing panel in accordance with Article 18.1 of the BWF Judicial Procedures (19 July 2020) (“**Procedures**”):
 - 1.1. Mr. James Kitching as Chair; and
 - 1.2. Mr. Kevin Carpenter and Ms. Annabel Pennefather as Members.
2. Although this appointment was made pursuant to the previous edition of the Procedures, the provisions of which are effectively identical, for ease of reference the Articles mentioned in this decision are to the current edition of the Procedures applicable at the time of the decision.
3. On 27 April 2020, Ms. Pennefather, sadly and unfortunately, passed away.
4. On 17 September 2020, Mr. Bård Hansen appointed himself as replacement. The new formation of the panel was as follows:
 - 4.1. Mr. James Kitching as Chair (“**Chair**”); and
 - 4.2. Mr. Rune Bård Hansen and Mr. Kevin Carpenter as Members (“**Members**”),
(collectively, the “**Panel**”).
5. The Panel was appointed to decide on a case involving breaches of the:
 - 5.1. 2012 Code of Conduct in Relation to Betting, Wagering, and Irregular Match Results (**2012 Code**);
 - 5.2. 2016 Code of Conduct in Relation to Betting, Wagering, and Irregular Match Results (**2016 Code**);
 - 5.3. March 2017 Code of Conduct in Relation to Betting, Wagering, and Irregular Match Results (**March 2017 Code**); and
 - 5.4. November 2017 Code of Conduct in Relation to Betting, Wagering, and Irregular Match Results (**November 2017 Code**),
allegedly committed by eight (8) Indonesian badminton athletes:
 - 5.5. Hendra Tandjaya (BWF ID 74114) (“**HT**”);
 - 5.6. Ivandi Danang (BWF ID 86766) (“**ID**”);
 - 5.7. Androw Yunanto (BWF ID 97427) (“**AY**”);

- 5.8. Sekartaji Putri (BWF ID 99009) (“**SP**”);
- 5.9. Mia Mawarti (BWF ID 97080) (“**MM**”);
- 5.10. Fadilla Afni (BWF ID 71946) (“**FA**”);
- 5.11. Aditiya Dwiantoro (BWF ID 58746) (“**AD**”); and
- 5.12. Agripinna Prima Rahmanto Putra (BWF ID 72715) (“**AP**”).

Parties

- 6. The parties to this matter are:
 - 6.1. BWF, the international governing body for the sport of badminton, recognised by the International Olympic Committee (“**IOC**”); and
 - 6.2. HT, ID, AY, SP, MM, FA, AD, and AP (collectively, the “**Defendants**”), Indonesian badminton athletes affiliated with the Indonesian Badminton Association (“**PBSI**”).
- 7. In this respect, the BWF decided to submit the individual case against each of the Defendants to the same IHP, for reasons of procedural efficiency.

Procedural and Factual Chronology

- 8. This section outlines the key communications and procedural rulings which occurred. Not all communications are recorded for reasons of relevance.

Initial Report

- 9. In September 2017, the BWF was notified by a Whistleblower (“**WB**”) of an approach from HT, a fellow badminton athlete, to manipulate matches at the New Zealand Open in August 2017. The WB ultimately informed that HT had made a similar approach in relation to the Scottish Open in November 2015, US Open in July 2017.
 - 9.1. The Panel decided, on request of the BWF (an “*Investigating Party*” pursuant to the Procedures), to redact any identifying features related to the WB, in accordance with Article 35.5 of the Procedures.
- 10. The BWF (through its Integrity Unit) opened an investigation into the allegation.

First Interview with HT

- 11. On 13 September 2017, an interview with HT took place in Kuala Lumpur, Malaysia (“**First HT Interview**”).
 - 11.1. The interview was conducted by the BWF Integrity Unit Manager, Mr. Andy Hines-Randle (“**Hines-Randle**”) and BWF investigator, Mr. Paul Scotney (“**Scotney**”).
 - 11.2. HT was accompanied by Mr. Rachmat Setiawan of the PBSI, and assisted by an independent interpreter, Mr. Najib.

11.3. At the end of the interview, HT voluntarily provided both of his mobile phones for forensic examination.

12. The testimony provided in the interview is set out below in **Part C**.

Second Interview with HT

13. On 7 December 2018, a second interview with HT took place in Sydney, Australia. (“**Second HT Interview**”)

13.1. The interview was conducted by Hines-Randle and Scotney.

13.2. HT was assisted by an independent interpreter, Ms. Suzan Piper.

14. The testimony provided in the interview is set out below in **Part C**.

Interview with AD

15. On 11 October 2018, an interview with AD took place in Jakarta, Indonesia (“**AD Interview**”).

15.1. The interview was conducted by Hines-Randle and Scotney.

15.2. AD was assisted by an independent interpreter, Ms. Josephine Matthews.

16. The testimony provided in the interview is set out below in **Part C**.

Interview with AY

17. On 12 October 2018, an interview took place in Jakarta, Indonesia (“**AY Interview**”).

17.1. The interview was conducted by Hines-Randle and Scotney.

17.2. AY was assisted by an independent interpreter, Ms. Josephine Matthews.

18. The testimony provided in the interview is set out below in **Part C**.

Interview with AP

19. On 10 October 2018, an interview took place in Jakarta, Indonesia (“**AP Interview**”).

19.1. The interview was conducted by Hines-Randle and Scotney.

19.2. AP was assisted by an independent interpreter, Ms. Josephine Matthews.

20. The testimony provided in the interview is set out below in **Part C**.

Other interview requests

21. On 18 September 2017 and 12 March 2019, the BWF notified the PBSI of an invitation to ID to attend an interview in person. ID never ultimately attended an interview.

22. On 18 September 2018, the BWF notified the PBSI of an invitation to SP to attend an interview in person. SP never ultimately attended an interview.

23. On 18 September 2018, the BWF notified the PBSI of an invitation to FA to attend an interview in person. FA never ultimately attended an interview.
24. On 12 March 2019, the BWF notified the PBSI of an invitation to MM to attend an interview in person. MM never ultimately attended an interview.

Request to Referral Officer

25. On 15 August 2019, the BWF Secretary General referred the case relating to the Defendants to the BWF Referral Officer, Mr. Alexander McLin (“**Referral Officer**”), for review in accordance with Article 6.3 of the Procedures.
 - 25.1. The purpose of a referral under the Procedures is for the Referral Officer, an independent party, to review the evidence and decide whether to refer the case to the IHP.
26. On 17 September 2019, the Referral Officer confirmed that he had decided to refer the case against Defendants to the IHP.

Charges and notification

27. For the reasons set out below, the Panel finds that the BWF has either notified or “*made reasonable efforts*” to notify all Defendants of the charges against them.
28. On 27 September 2019, the BWF notified the PBSI of charges of violations of BWF regulations against the Defendants (“**Charge Notice**”), and provided until 10 October 2019 for a response. No response was received.
29. On 16 October 2019, 23 October 2019, and 30 October 2019, the BWF reminded the PBSI of the deadline. No response was received.
30. On 6 November 2019, the PBSI confirmed that it had served the Charge Notice on HT, AY, SP, and AP, and had attempted (without success) to serve on ID, MM, FA, and AD, including “*thru (sic) their former club*”.
31. On 22 November 2019, the BWF requested that the PBSI obtain signed acknowledgment forms from the 4 defendants that had been served.
32. On 29 November 2019, the PBSI sent screenshots of Whatsapp messages to confirm receipt by the 4 defendants that had been served.
33. On 5 December 2019, the BWF emailed the PBSI in the following terms:

“...the BWF requires the signed acknowledgement slip returned and PBSI is the responsible organisation.

The BWF further requests PBSI to fulfil this obligation and asks that PBSI works through its members to locate the individuals to ensure they are aware of these allegations and charges against them, and it’s only fair that they know about this. They also have a responsibility to respond to the charges...”

34. In January 2020, it came to the attention of the BWF that the PBSI had entered AP in at least four (4) BWF-sanctioned tournaments, since being first notified of the Charge Notice and despite having knowledge of its contents.

35. On 17 January 2020, the BWF wrote to PBSI in the following terms:

“On 27 September 2019, the BWF gave notice to PBSI (attached correspondence) that it had charged the above eight players from Indonesia with breaches of the BWF Code of Conduct for Betting, Wagering and Irregular Match Results.

In the same notice, BWF requested PBSI to:

- a) contact and inform the players of the charges;*
- b) assist the players to understand the charges;*
- c) support them with legal advice; and*
- d) get the players to complete an ‘acknowledgement slip’ which proves the athletes have received information and they understand charges.*

In six subsequent emails from BWF to PBSI in October, November and December 2019, the BWF requested that PBSI follow up on the above matter, but in particular, to send BWF the signed acknowledgement slips.

To date, BWF has not received any acknowledgment slip.

Under Clause 2.3 of the Code of Conduct above, PBSI is responsible for immediately contacting the person(s) to whom the notice applies – in this case the eight players. Clause 2.3 states:

‘Notice under this Code to a Covered Person who is under the jurisdiction of a BWF Member may be accomplished by delivery of the Notice to the Member concerned. The Member shall be responsible for making immediate contact with the Covered Person to whom the Notice is applicable [emphasis added]’

BWF stresses the serious nature of the charges and the allegations of corrupt behaviour. BWF also stresses that PBSI as the responsible Member has an obligation to follow up on such notices in a timely way and to fully cooperate with the BWF in this matter.

BWF acknowledges that PBSI has had some difficulties in contacting all the players involved, however PBSI has itself stated that it had managed to contact four of the eight players.

In the last two days, BWF has managed to contact (by WhatsApp), three of the players and we have asked them to contact PBSI. We believe that there are now a total of five out of the eight players which are contactable.

BWF therefore requests that PBSI:

- delegates one person to be responsible for this process, to be the point of contact with BWF and to make every effort to contact all eight players as a priority;*
- ensure the players understand the charges / explain this to them;*

- *support the players with legal advice;*
- *secure the signed acknowledgment slips from at least these five players, who it seems are contactable, and return these to BWF no later than Friday 24 January 2020 - (Aditya Dwiantoro, Androw Yunanto, Agripinna Prima Rahmanto Putra, Sekartaji Putra and Hendra Tandjaya).*

Provisional Suspension

The BWF is requesting the BWF Referral Officer to Provisionally Suspend all eight players while this matter is being resolved and we will give PBSI formal notice when this Provisional Suspension is in place.

In the meantime, the BWF requests the cooperation of PBSI not to enter any of the players into BWF sanctioned tournaments. Given the serious nature of the charges, BWF sees risks to the integrity of badminton if these players continue competing.

BWF notes that PBSI has entered one of the players (Agripinna Prima Rahmanto Putra – linked results) into four BWF sanctioned tournaments since September 2019.

BWF cannot stress how serious this matter is, and asks the full cooperation of PBSI.”

36. On 17 January 2020, the BWF requested the Referral Officer to provisionally suspend the Defendants.
37. On 18 January 2020, the Referral Officer provisionally suspended the Defendants.
38. On 18 January 2020, the BWF notified the PBSI of the provisional suspensions.
39. On 20 January 2020, 30 January 2020, and 15 February 2020, the BWF requested that the PBSI acknowledge receipt of its correspondence dated 17 January 2020 and 18 January 2020.
40. On 17 February 2020, the PBSI acknowledged receipt.
41. On 14 April and 15 April 2020, the PBSI provided BWF with further Whatsapp communications with HT, AY, SP, and AP, regarding signed acknowledgment forms.
42. On 20 April 2020, the PBSI stated the following:

*“A. Ivandi Danang
Cant contact him and we believe he changed his number and he is no longer at his club.*

*B. Mia Mawarti
Also we cant locate her whereabouts.*

...

For other 2, aditya Dwiantoro and fadillah afni, we are trying to find their whereabouts.”
43. On 11 June 2020, 26 June 2020, and 10 August 2020, the BWF wrote to the PBSI and asked for an update. No response was received.

44. Article 24.1 of the Procedures states:

“Any notifications related to judicial procedures shall be deemed to have been served 24 hours after the time of sending if sent by email to the email address of the recipient”.

45. Article 24.1.1 of the Procedures provides:

“Notifications to Covered Persons are deemed to have been sent and received if they were made to that person’s email address, or to that person’s nominated lawyer’s professional email address.”

46. Article 24.2 of the Procedures notes:

“Notifications may also be sent by any other method that guarantees the security and confidentiality of the communication, including without limitation, through the relevant member association, via post, hand delivery, facsimile, or other forms of electronic messaging. The sending party shall have the burden of proving the receipt of such notification. Proof of receipt shall be proof of service.”

47. Taking note of the assertions of the PBSI and content of the WhatsApp messages with the relevant PBSI official, the Panel held it had been provided “*proof of service*” that HT, AY, SP, and AP had been notified of the Charge Notice.

48. The question for the Panel, subsequently, was whether it could proceed to adjudicate the charges against ID, MM, FA, and AD.

49. Article 25.1 of the Procedures notes:

“In the defendant’s absence, the Chair of the hearing panel may hear a case and Sanction a defendant, provided that the Investigating Party can show that it has made reasonable efforts to notify the defendant of the judicial procedure.”

50. The relevant question for the Panel, thus, was whether the BWF had demonstrated to the Panel that it had made “*reasonable efforts to notify*” ID, MM, FA, and AD of “*the judicial procedure*”.

51. In this respect, the Panel noted that the Procedures were silent on what “*reasonable efforts to notify*” mean. In such cases, Article 23 of the Procedures states:

“Where these Procedures are silent, proceedings shall be governed by and be construed in accordance with the law of England and Wales.”

52. This issue has already been tried in English and Welsh law, and there is instructive case law on it. In *General Medical Council v Adeogba* [2016] EWCA Civ 162, the Court of Appeal had to deal with a similar matter involving the discipline of a licensed medical practitioner by the General Medical Council, which was unable to serve notice of charges against him as he was not present at his registered address, and whether it had made “*all reasonable efforts*” to serve notice of the hearing to the practitioner.

53. The Court of Appeal relevantly held at that:

“18. It goes without saying that fairness fully encompasses fairness to the affected medical practitioner (a feature of prime importance) but it also involves fairness to the GMC...In that regard, it is important that the analogy between criminal prosecution and regulatory proceedings is not taking too far. Steps can be taken to enforce attendance by a defendant; he can be arrested and brought to court. No such remedy is available to a regulator...

19....It would run entirely counter to the protection, promotion, and maintenance of the health and safety of the public if a practitioner could effectively frustrate the process and challenge the refusal to adjourn when that practitioner had deliberately failed to engage in the process...Where there is good reason not to proceed, the case should be adjourned; where there is not, however, it is only right that it should proceed.

20. Second, there is a burden on medical professionals, as there is with all professionals subject to a regulatory regime, to engage with the regulator, both in relation to the investigation and ultimate resolution of allegations made against them...

[...]

23. Thus, the first question which must be addressed in any case such as these is whether all reasonable efforts have been taken to serve the practitioner with notice. That must be considered against the background of the requirement on the part of the practitioner to provide an address for the purposes of registration along with the methods used by the practitioner to communicate with the GMC and the relevant tribunal during the investigative and interlocutory phases of the case. Assuming that the Panel is satisfied about notice, discretion whether or not to proceed must then be exercised having regard to all the circumstances of which the Panel is aware with fairness to the practitioner being a prime consideration but fairness to the GMC and the interests of the public also taken into account [...].”

54. Taking into consideration the views of the Court of Appeal, the Panel held that all “reasonable efforts” had been taken by the BWF to serve notice in that:

- 54.1. the BWF had served the PBSI and requested forwarding of the Charge Notice;
- 54.2. the PBSI had, over the course of several months, attempted to serve the four (4) individual defendants, including through their last registered clubs;
- 54.3. in the case of AD, the BWF had contacted and informed him of the charges, and requested that he contact PBSI to return the acknowledgment form;
- 54.4. the duty of the four (4) individual defendants, as “Covered Persons” under the relevant BWF rules, to engage with the BWF when requested to do so; and
- 54.5. the public interest and those of all natural and legal persons affiliated to BWF, that the BWF, as the world governing body for badminton, undertook all necessary measures to protect the sport of badminton from corrupt activities, outweighed the private interest of the four (4) individual defendants who

appeared, in the absence of any other evidence, to be avoiding service from the PBSI of the Charge Notice.

Pre-hearing matters

55. On 7 October 2020, the Chair, following consultation with the Panel, decided to hold no oral hearing and adjudicate the matter on the basis of the written file.
56. On 7 October 2020, the Chair provided until 16 October 2020 for BWF to make hypothetical submissions on sanction, given that no oral hearing would take place.
57. On 15 October 2020, the BWF provided its hypothetical submissions on sanction.

Charges

58. The charges against HT state:

Under the 2012 Rules of the Badminton World Federation, Hendra Tandjaya is charged as follows:

1. *That between 1 January 2014 and 31 December 2014 he asked [redacted] to a fix the outcome of a Badminton match in the Indonesia International Tournament, but she had not agreed the terms to do so, and that thereby he breached:*
 - a. *Rule 3.2.6 by inducing, instructing or encouraging [redacted] to breach [its] obligation, under Rule 3.2.6, to use [its] best efforts to win a match, and/or*
 - b. *Rule 3.2.8 by engaging in Corruption by offering a benefit to [redacted] in circumstances that might reasonably be expected to influence [its] efforts in a match.*
2. *That between 1 October 2015 and 1 December 2015 by himself and/or with Ivandi Danang he asked [redacted] to lose [its] first match in the Scottish Open Grand Prix in Glasgow for money, and that thereby he breached:*
 - a. *Rule 3.2.6 by inducing, instructing or encouraging [redacted] to breach [its] obligation, under Rule 3.2.6, to use [its] best efforts to win a match, and/or*
 - b. *Rule 3.2.8 by engaging in Corruption by offering a benefit to [redacted] in circumstances that might reasonably be expected to influence [its] efforts in a match.*

Under the 2016 Rules of the Badminton World Federation, Hendra Tandjaya is charged as follows:

3. *That between 1 November 2016 and 30 November 2016 he agreed with Androw Yunanto, who was then his playing partner, and paid him to fix the outcome of their match at the Yonex Sunrise Hong Kong Open, and then fixed the outcome of the match and that thereby he breached:*
 - a. *Rule 3.2.2 by failing to use his best efforts to win a match, and/or*
 - b. *Rule 3.2.8 by soliciting or facilitating Androw Yunanto to not use his best efforts in the Event, and/or*

- c. *Rule 3.2.10 by offering money to Androw Yunanto with the intention of negatively influencing his best efforts in the Event, and/or*
 - d. *Rule 3.2.15 by contriving the outcome of the match in the Event.*
4. *That between 1 November 2016 and 30 November 2016 he agreed with Androw Yunanto, who was then his playing partner, and paid him to fix the outcome of their match at the Macau Open, and then fixed the outcome of the match and that thereby he breached:*
- a. *Rule 3.2.2 by failing to use his best efforts to win a match, and/or*
 - b. *Rule 3.2.8 by soliciting or facilitating Androw Yunanto to not use his best efforts in the Event, and/or*
 - c. *Rule 3.2.10 by offering money to Androw Yunanto with the intention of negatively influencing his best efforts in the Event, and/or*
 - d. *Rule 3.2.15 by contriving the outcome of the match in the Event.*
5. *That between 1 January 2017 and 31 January 2017 he agreed with Androw Yunanto, who was then his playing partner, and paid him to fix the outcome of their match at the Syed Modi International Badminton Championships, and then fixed the outcome of the match and that thereby he breached:*
- a. *Rule 3.2.2 by failing to use his best efforts to win a match, and/or*
 - b. *Rule 3.2.8 by soliciting or facilitating Androw Yunanto to not use his best efforts in the Event, and/or*
 - c. *Rule 3.2.10 by offering money to Androw Yunanto with the intention of negatively influencing his best efforts in the Event, and/or*
 - d. *Rule 3.2.15 by contriving the outcome of the match in the Event.*

Under the 2017 Rules of the Badminton World Federation, Hendra Tandjaya is charged as follows:

6. *That between 1 June 2017 and 30 June 2017 he agreed with Fadilla Afni, who was then his playing partner, and paid her to fix the outcome of their match in the round of 32 at the Yonex Chinese Open in Taipei, and then fixed the outcome of the match and that thereby he breached:*
- a. *Rule 3.2.2 by failing to use his best efforts to win a match, and/or*
 - b. *Rule 3.2.8 by soliciting or facilitating Fadilla Afni to not use her best efforts in the Event, and/or*
 - c. *Rule 3.2.10 by offering money to Fadilla Afni with the intention of negatively influencing her best efforts in the Event, and/or*
 - d. *Rule 3.2.17 by contriving the outcome of the match in the Event.*
7. *That between 1 July 2017 and 31 July 2017 by himself and/or with Ivandi Danang he asked [redacted] to lose [its] first mixed doubles match in the US Open Grand Prix in Anaheim, USA for money, and that thereby he breached and that thereby he breached:*

- a. Rule 3.2.8 by soliciting **[redacted]** to not use **[its]** best efforts in the Event, and/or
 - b. Rule 3.2.10 by offering money to **[redacted]** with the intention of negatively influencing **[its]** best efforts in the Event, and/or
 - c. Rule 3.2.17 by attempting to contrive the outcome of the match in the Event.
8. That between 31 July 2017 and 31 August 2017 by himself and/or with Ivandi Danang he asked **[redacted]** to fix the score in **[its]** match by winning by a margin of 21-16;21-17 in the Sky City New Zealand Open for money, and that thereby he breached and that thereby he breached:
 - a. Rule 3.2.8 by soliciting **[redacted]** to not use her best efforts in the Event, and/or
 - b. Rule 3.2.10 by offering money to **[redacted]** with the intention of negatively influencing **[its]** best efforts in the Event, and/or
 - c. Rule 3.2.17 by attempting to contrive the outcome of the match in the Event.
9. That between 31 July 2017 and 31 August 2017 he agreed with Sekartaji Putri, who was then his playing partner, and paid her to fix the outcome of their match in the round of 32 in the Sky City New Zealand Open, and then fixed the outcome of the match and that thereby he breached:
 - a. Rule 3.2.2 by failing to use his best efforts to win a match, and/or
 - b. Rule 3.2.8 by soliciting or facilitating Sekartaji Putri to not use her best efforts in the Event, and/or
 - c. Rule 3.2.10 by offering money to Sekartaji Putri with the intention of negatively influencing her best efforts in the Event, and/or
 - d. Rule 3.2.17 by contriving the outcome of the match in the Event.
10. That between 31 July 2017 and 31 August 2017 he offered Sekartaji Putri and her playing partner Mia Mawarti money to fix the outcome of their match in the round of 32 in the Sky City New Zealand Open, and that thereby he breached:
 - a. Rule 3.2.8 by soliciting Sekartaji Putri and Mia Mawarti to not use her best efforts in the Event, and/or
 - b. Rule 3.2.10 by offering money to Sekartaji Putri and Mia Mawarti with the intention of negatively influencing their best efforts in the Event, and/or
 - c. Rule 3.2.17 by attempting to contrive the outcome of that match in the Event.
11. That between 1 August 2017 and 30 September 2017 he offered Aditiya Dwiantoro money to fix the outcome of his match in the men's singles qualifying in the Yonex Sunrise Vietnam Open, and that thereby he breached:
 - a. Rule 3.2.8 by soliciting Aditiya Dwiantoro to not use his best efforts in the Event, and/or
 - b. Rule 3.2.10 by offering money to Aditiya Dwiantoro with the intention of negatively influencing his best efforts in the Event, and/or
 - c. Rule 3.2.17 by attempting to contrive the outcome of that match in the Event.

12. *That between 1 August 2017 and 30 September 2017 he offered Aditiya Dwiantoro money to fix the outcome of his match in the men's doubles round of 32 in the Yonex Sunrise Vietnam Open, and that thereby he breached:*

- a. *Rule 3.2.8 by soliciting Aditiya Dwiantoro to not use his best efforts in the Event, and/or*
- b. *Rule 3.2.10 by offering money to Aditiya Dwiantoro with the intention of negatively influencing his best efforts in the Event, and/or*
- c. *Rule 3.2.17 by attempting to contrive the outcome of that match in the Event.*

Under the 2012, 2016 and/or 2017 Rules of the Badminton World Federation, Hendra Tandjaya is charged as follows:

13. *That in the period between about 2014 and 18 November 2017 by himself and/or with Ivandi Danang:*

- a. *He breached Rule 3.2.3 of the 2012 Rules by betting on Badminton, and/or*
- b. *He breached Rule 3.2.5 of the 2016 Rules by betting on Badminton, and/or*
- c. *He breached Rule 3.2.3 of the 2017 Rules by betting on Badminton.*

59. The charges against ID state:

Under the 2012 Rules of the Badminton World Federation, Ivandi Danang is charged as follows:

1. *That between 1 October 2015 and 1 December 2015 with Hendra Tandjaya he asked [redacted] to lose [its] first match in the Scottish Open Grand Prix in Glasgow for money, and that thereby he breached:*

- a. *Rule 3.2.6 by inducing, instructing or encouraging [redacted] to breach [its] obligation, under Rule 3.2.6, to use [its] best efforts to win a match, and/or*
- b. *Rule 3.2.8 by engaging in Corruption by offering a benefit to [redacted] in circumstances that might reasonably be expected to influence [its] efforts in a match.*

Under the 2017 Rules of the Badminton World Federation, Ivandi Danang is charged as follows:

2. *That between 1 July 2017 and 31 July 2017 with Hendra Tandjaya he asked [redacted] to lose [its] first mixed doubles match in the US Open Grand Prix in Anaheim, USA for money, and that thereby he breached and that thereby he breached:*

- a. *Rule 3.2.8 by soliciting [redacted] to not use [its] best efforts in the Event, and/or*
- b. *Rule 3.2.10 by offering money to [redacted] with the intention of negatively influencing [its] best efforts in the Event, and/or*
- c. *Rule 3.2.17 by attempting to contrive the outcome of the match in the Event.*

3. *That between 31 July 2017 and 31 August 2017 with Hendra Tandjaya he asked [redacted] to fix the score in [its] match by winning by a margin of 21-16; 21-17 in the Sky City New Zealand Open for money, and that thereby he breached and that thereby he breached:*
 - a. *Rule 3.2.8 by soliciting [redacted] to not use [its] best efforts in the Event, and/or*
 - b. *Rule 3.2.10 by offering money to [redacted] with the intention of negatively influencing [its] best efforts in the Event, and/or*
 - c. *Rule 3.2.17 by attempting to contrive the outcome of the match in the Event.*

Under the 2016 and/or 2017 Rules of the Badminton World Federation, Ivandi Danang is charged as follows:

4. *That between 1 January 2017 and 31 January 2017:*
 - a. *He bet on badminton in breach of:*
 - i. *Rule 3.2.6 of the 2016 Rules, and/or*
 - ii. *Rule 3.2.6 of the 2017 Rules.*
 - b. *He facilitated betting by Hendra Tandjaya on badminton in breach of:*
 - i. *Rule 3.2.7 of the 2016 Rules, and/or*
 - ii. *Rule 3.2.7 of the 2017 Rules.*

Under the November 2017 Rules of the Badminton World Federation, Ivandi Danang is charged as follows:

5. *That, in breach of Rule 3.1.26 and/or 6.1.6, between about 18 September 2018 and 1 June 2019 he has failed to cooperate with an investigation conducted by the BWF by failing to attend for an interview with the BWF and/or by failing to respond to the BWF's request for such an interview.*

60. The charges against AY state:

Under the 2016 Rules of the Badminton World Federation, Androw Yunanto is charged as follows:

1. *That between 1 November 2016 and 30 November 2016 he agreed with Hendra Tandjaya, who was then his playing partner, to fix the outcome of their match at the Yonex Sunrise Hong Kong Open for reward, and then fixed the outcome of the match and that thereby he breached:*
 - a. *Rule 3.2.2 by failing to use his best efforts to win a match, and/or*
 - b. *Rule 3.2.9 by accepting money to negatively influencing his efforts in the Event, and/or*
 - c. *Rule 3.2.15 by contriving the outcome of the match in the Event.*
2. *That between 1 November 2016 and 30 November 2016 he agreed with Hendra Tandjaya, to fix the outcome of his mixed doubles match at the Yonex Sunrise Hong*

Kong Open in which he played with [redacted] for reward, and then fixed the outcome of the match and that thereby he breached:

- a. *Rule 3.2.2 by failing to use his best efforts to win a match, and/or*
 - b. *Rule 3.2.9 by accepting money to negatively influencing his efforts in the Event, and/or*
 - c. *Rule 3.2.15 by contriving the outcome of the match in the Event.*
3. *That between 1 January 2017 and 31 January 2017 he agreed with Hendra Tandjaya, to fix the outcome of their men's doubles match at the Syed Modi International Badminton Championships for reward, and then fixed the outcome of the match and that thereby he breached:*
- a. *Rule 3.2.2 by failing to use his best efforts to win a match, and/or*
 - b. *Rule 3.2.9 by accepting money to negatively influencing his efforts in the Event, and/or*
 - c. *Rule 3.2.15 by contriving the outcome of the match in the Event.*
4. *That between 1 November 2016 and 30 November 2016 he failed, in breach of Rule 3.2.17, to report to the BWF at the first opportunity the approach by Hendra Tandjaya and his offer of payment of money to influence the outcome of:*
- a. *His match with Hendra Tandjaya (the subject of the above Charge 1), and/or*
 - b. *His match with Ade Magnifiro Khasanah (the subject of the above Charge 2), and/or*
 - c. *His match with Hendra Tandjaya (the subject of the above Charge 3).*

Under the 2017 Rules of the Badminton World Federation, Androw Yunanto is charged as follows:

5. *That between 1 June 2017 and 30 June 2017 he agreed with Hendra Tandjaya to fix the outcome of his mixed doubles match at the SCG Thailand Open for reward, and then fixed the outcome of the match and that thereby he breached:*
 - a. *Rule 3.2.2 by failing to use his best efforts to win a match, and/or*
 - b. *Rule 3.2.13 by accepting money for the provision of Inside Information, and/or*
 - c. *Rule 3.2.17 by contriving the outcome of a match in the Event.*
 6. *That between 1 June 2017 and 30 June 2017 he breached Rule 3.2.19 by failing to report to the BWF at the first opportunity the approach by Hendra Tandjaya to him to influence the outcome of the match in the event set out in Charge 5 above*
61. The charges against SP state:

Under the 2017 Rules of the Badminton World Federation, Sekartaji Putri is charged as follows:

1. *That between 31 July 2017 and 31 August 2017 she agreed with Hendra Tandjaya who was then her playing partner, to fix the outcome of their match in the round of*

32 in the Sky City New Zealand Open for reward, and then fixed the outcome of the match and that thereby she breached:

- a. Rule 3.2.2 by failing to use her best efforts to win a match, and/or*
 - b. Rule 3.2.13 by accepting money for the provision of Inside Information, and/or*
 - c. Rule 3.2.17 by contriving the outcome of a match in the Event.*
- 2. That between 31 July 2017 and 31 August 2017 she agreed with Hendra Tandjaya to fix the outcome of her doubles match with her playing partner Mia Mawarti in the round of 32 in the Sky City New Zealand Open for reward, and then fixed the outcome of the match and that thereby she breached:*
- a. Rule 3.2.2 by failing to use her best efforts to win a match, and/or*
 - b. Rule 3.2.13 by accepting money for the provision of Inside Information, and/or*
 - c. Rule 3.2.1 by not completing a match when reasonably able to do so, and/or*
 - d. Rule 3.2.17 by contriving the outcome of a match in the Event.*
- 3. That between 1 June 2017 and 30 June 2017 she breached Rule 3.2.19 by failing to report to the BWF at the first opportunity she approaches by Hendra Tandjaya to influence the outcome of the matches in the event set out:*
- a. In Charge 1 above, and/or*
 - b. In Charge 2 above.*

Under the November 2017 Rules of the Badminton World Federation, Sekartaji Putri is charged as follows:

- 4. That, in breach of Rule 3.1.26 and/or 6.1.6, between about 18 September 2018 and 1 June 2019 she has failed to cooperate with an investigation conducted by the BWF by failing to attend for an interview with the BWF and/or by failing to respond to the BWF's request for such an interview.*

62. The charges against MM state:

Under the 2017 Rules of the Badminton World Federation, Mia Mawarti is charged as follows:

- 1. That between 31 July 2017 and 31 August 2017 she agreed with Hendra Tandjaya to fix the outcome of her doubles match with her playing partner Sekartaji Putri in the round of 32 in the Sky City New Zealand Open for reward, and then fixed the outcome of the match and that thereby she breached:*
- a. Rule 3.2.2 by failing to use her best efforts to win a match, and/or*
 - b. Rule 3.2.13 by accepting money for the provision of Inside Information, and/or*
 - c. Rule 3.2.1 by not completing a match when reasonably able to do so, and/or*
 - d. Rule 3.2.17 by contriving the outcome of a match in the Event.*

2. *That between 1 June 2017 and 30 June 2017 she breached Rule 3.2.19 by failing to report to the BWF at the first opportunity the approaches by Hendra Tandjaya to her to influence the outcome of the matches in the event set out in Charge 1 above, and/or*

Under the November 2017 Rules of the Badminton World Federation, Mia Mawarti is charged as follows:

3. *That, in breach of Rule 3.1.26 and/or 6.1.6, between about 18 September 2018 and 1 June 2019 she has failed to cooperate with an investigation conducted by the BWF by failing to attend for an interview with the BWF and/or by failing to respond to the BWF's request for such an interview.*

63. The charges against FA state:

Under the 2017 Rules of the Badminton World Federation, Fadilla Afni is charged as follows:

1. *That between 1 June 2017 and 30 June 2017 she accepted money from Hendra Tandjaya to fix the outcome their match in the round of 32 at the Yonex Chinese Open in Taipei, and then fixed the outcome of the match, and then attempted to fix the outcome of that match knowing that the fix would allow betting and that thereby she breached:*
 - a. *Rule 3.2.2 by failing to use her best efforts to win a match, and/or*
 - b. *Rule 3.2.13 by accepting money for the provision of Inside Information, and/or*
 - c. *Rule 3.2.17 by contriving the outcome of a match in the Event, and/or*
2. *That between 1 June 2017 and 30 June 2017 she breached Rule 3.2.19 by failing to report to the BWF at the first opportunity the approach by Hendra Tandjaya to her to influence the outcome of the match in the event set out in Charge 1 above.*

Under the November 2017 Rules of the Badminton World Federation, Fadilla Afni is charged as follows:

3. *That, in breach of Rule 3.1.26 and/or 6.1.6, between about 18 September 2018 and 1 June 2019 she has failed to cooperate with an investigation conducted by the BWF by failing to attend for an interview with the BWF and/or by failing to respond to the BWF's request for such an interview.*

64. The charges against AD state:

Under the 2017 Rules of the Badminton World Federation, Aditiya Dwianto is charged as follows:

1. *That between 1 August 2017 and 30 September 2017 he accepted money from Hendra Tandjaya to fix the outcome of his match in the men's singles qualifying round in the Yonex Sunrise Vietnam Open, and then fixed the outcome of that match knowing that the fix would allow betting and that thereby he breached:*
 - a. *Rule 3.2.2 by failing to use his best efforts to win a match, and/or*

- b. *Rule 3.2.13 by accepting money for the provision of Inside Information, and/or*
 - c. *Rule 3.2.17 by contriving the outcome of a match in the Event, and/or*
 - d. *Rule 3.2.19 by failing to report to the BWF at the first opportunity the approach by Hendra Tandjaya to him to influence the outcome of the match in the event.*
2. *That between 1 August 2017 and 30 September 2017 he accepted money from Hendra Tandjaya to fix the outcome of his match in the mixed doubles in the Yonex Sunrise Vietnam Open round of 32, and then fixed the outcome of that match knowing that the fix would allow betting and that thereby he breached:*
- a. *Rule 3.2.2 by failing to use his best efforts to win a match, and/or*
 - b. *Rule 3.2.13 by accepting money for the provision of Inside Information, and/or*
 - c. *Rule 3.2.17 by contriving the outcome of a match in the Event, and/or*
 - d. *Rule 3.2.19 by failing to report to the BWF at the first opportunity the approach by Hendra Tandjaya to him to influence the outcome of the match in the event.*

65. The charges against AP state:

Under the 2017 Rules of the Badminton World Federation, Agripinna Prima Rahmanto Putra is charged as follows:

1. *That between 1 August 2017 and 30 September 2017 he breached Rule 3.2.19 by failing to report to the BWF at the first opportunity the approach by Hendra Tandjaya to him to influence the outcome of his match in men's doubles in the Vietnam Open 2017 by Hendra Tandjaya offering Agripinna Prima Rahmanto Putra money to lose the match.*

Under the 2016 and/or 2017 Rules of the Badminton World Federation, Agripinna Prima Rahmanto Putra is charged as follows:

2. *That between 1 January 2017 and 31 January 2017:*
- a. *He bet on badminton in breach of:*
 - i. *Rule 3.2.6 of the 2016 Rules, and/or*
 - ii. *Rule 3.2.6 of the 2017 Rules.*
 - b. *He facilitated betting by Hendra Tandjaya on badminton in breach of:*
 - i. *Rule 3.2.7 of the 2016 Rules, and/or*
 - ii. *Rule 3.2.7 of the 2017 Rules.*

B. APPLICABLE RULES

Jurisdiction

66. Article 31 of the BWF Constitution recognises the IHP as a judicial body of the BWF.
- 66.1. The IHP is authorised by Article 29 of the BWF Constitution to “*penalise a Member, player, coach, competition official, or other person for infringement of the Statutes, for misconduct during competition, or for actions that bring the game of Badminton or the Federation into disrepute.*”
67. In accordance with Article 7.5 of the Procedures, the IHP has jurisdiction to decide matters, *inter alia*, regarding alleged breaches of the “*Code on the Prevention of the Manipulation of Competitions (BWF Statutes, Section 2.4)*”.
- 67.1. The 2012 Code, 2016 Code, March 2017 Code, and November 2017 Code are the equivalent version of that code (albeit with a different name) in force at the time of the alleged violations.
- 67.2. This jurisdiction extends to “*Participants*” (2012 Code) and “*Covered Persons*” (2016 Code, March 2017 Code, November 2017 Code).
- 67.3. The Defendants are clearly “*Participants*” or “*Covered Persons*” for the purposes of the relevant codes.
68. Pursuant to Article 15.4 of the Procedures, the case against the Defendants was referred to the IHP following consideration of the evidence by the Referral Officer.
69. As such, the Panel has jurisdiction to hear this matter as described above. In any event, the Defendants never disputed the jurisdiction of the Panel.

Burden of proof and standard of proof

70. Article 32.2 of the Procedures provides that the “*burden of proof regarding an allegation of breach rests on the Investigating Party*”.
71. Article 32.1 of the Procedures states that the “*standard of proof...shall be the balance of probabilities...a matter will be found proved if it is more likely to have occurred than not*”.

Relevant Regulations

72. The following BWF rules are alleged to have been violated by one (1) or more of the Defendants:

2012 Code

- 3.1 *All participants are obligated to safeguard the integrity of sport by refraining from any attempt to influence the elements of a competition in a manner contrary to sporting ethics;*
- 3.2 *The following will be considered an offence related to betting and wagering by a Participant:*

...

- 3.2.3 *participating in all forms of, or support for, betting (whether legal or illegal betting) or gambling related to their own matches and/or competitions in their sport;*
- ...
- 3.2.6 *Inducing, instructing or encouraging any participant to breach any of the established offences;*
- ...
- 3.2.8 *Engaging in any kind of Corruption, including agreeing to or providing/offering, soliciting, accepting or receiving anything of value, gift, payment or other benefit in circumstances that might reasonably have been expected to influence any players efforts or the result of a match or bring the participant or the sport into disrepute;*

2016 Code

3.1 *The following are considered offences under this Code:*

- 3.2.2 *Any Player not using one's best efforts to win a match.*
- 3.2.5 *No BWF or Continental Confederation certificated or accredited referee shall, directly or indirectly, Bet, Wager or attempt to Bet or Wager on the outcome or any other aspect of any Events or any other international badminton competition irrespective of the referee participating in the Event or not.*

For the avoidance of doubt this means that no such referee is allowed to participate in any Betting or Wagering activities in badminton.

- 3.2.6 *No Covered Person shall, directly or indirectly, Bet, Wager or attempt to Bet or Wager on the outcome or any other aspect of any Event or any other international badminton competition at which they are participating or involved in in any capacity.*

The period of the Event shall be from the time of when the draw for the competition is made until the completion of the last match of the competition for that Event.

- 3.2.7 *No Covered Person shall, directly or indirectly, solicit or facilitate any other person to Bet or Wager on the outcome or any other aspect of any Event or any other badminton competition.*

For the avoidance of doubt, to solicit or facilitate to Wager shall include, but not be limited to: display of live badminton betting odds on a Covered Person website or mobile telephone or device; writing articles for a badminton betting publication or website, Facebook or other social media; conducting personal appearances for a badminton betting company; and appearing in commercials encouraging others to bet on badminton.

- 3.2.8 *No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event.*

- 3.2.9 *No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player's best efforts in any Event.*
- 3.2.10 *No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any Event.*
- 3.2.15 *No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.*
- 3.2.17 *Any Player not reporting to the BWF at the first available opportunity, an approach by a person who offers or provides any type of money, benefit or Consideration to a Player to (i)influence the outcome or any aspect of any Event, or (ii) provide Inside Information.*

March 2017 Code

3.1 *The following are considered offences under this Code:*

- 3.2.1 *Any Player failing to complete a match in progress unless reasonably unable to do so.*
- 3.2.2 *Any Player not using one's best efforts to win a match.*
- 3.2.3 *No Player who is registered on the most recent BWF World Ranking list shall, directly or indirectly, Bet, Wager or attempt to Bet or Wager on the outcome or any other aspect of any Events or any other international badminton competition irrespective of the Player participating in the Event or not.*
- 3.2.6 *No Covered Person shall, directly or indirectly, Bet, Wager or attempt to Bet or Wager on the outcome or any other aspect of any Event or any other international badminton competition at which they are participating or involved in in any capacity.*

The period of the Event shall be from the time of when the draw for the competition is made until the completion of the last match of the competition for that Event.

- 3.2.7 *No Covered Person shall, directly or indirectly, solicit or facilitate any other person to Bet or Wager on the outcome or any other aspect of any Event or any other badminton competition.*

For the avoidance of doubt, to solicit or facilitate to Wager shall include, but not be limited to: display of live badminton betting odds on a Covered Person website or mobile telephone or device; writing articles for a badminton betting publication or website, Facebook or other social media; conducting personal appearances for a badminton betting company; and appearing in commercials encouraging others to bet on badminton.

3.2.8 *No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event.*

3.2.10 *No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any Event.*

3.2.13 *No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration, for the provision of any Inside Information.*

3.2.17 *No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.*

3.2.19 *Any Player not reporting to the BWF at the first available opportunity, an approach by a person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any aspect of any Event, or (ii) provide Inside Information.*

November 2017 Code

3.1 *The following are considered offences under this Code:*

3.1.26. *Any Covered Person failing to cooperate with investigations conducted by the BWF including giving evidence at hearings, if requested.*

C. PROCEDURAL REQUEST(S), EVIDENCE, POSITIONS OF THE PARTIES

73. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence. Additional facts and allegations found in the written submissions, pleadings and evidence may be set out, where relevant, in connection with the findings at **Part D**.

Evidence

74. The evidence provided as part of the Charge Notice is summarised below.

Whistleblower report

75. On 16 March 2018, the WB declared, in summary:

- 75.1. they have known HT since 2011 through junior badminton;
- 75.2. in November 2015, during the early rounds of the Scottish Open, they received text messages from HT in which he offered 3000 (currency unknown) to lose their first match. The WB declined and asked HT to never contact them again;
- 75.3. while competing in the US Open between in July 2017, HT contacted the WB by WhatsApp and asked to call. During the call, he offered AUD 3000 to lose their first mixed doubles match. The WB declined and ended the call. Thereafter from 19 July 2017, HT sent repeated messages requesting the same manipulation of the first mixed doubles match. The messages clearly show HT trying to persuade the WB to engage in match fixing and being guaranteed payment. In particular, HT invited the WB to secure a score "*under 14 14*" at a reduced offer of AUD 2500;
- 75.4. the WB did not answer the messages, and went on to win the match;
- 75.5. while competing at the New Zealand Open in August 2017, HT sent messages on 3 August 2017 inviting the WB to manipulate a match by winning 21-16, 21-17; and
- 75.6. the WB did not answer the messages, and went on to win the match.

First HT Interview

76. In summary, HT:

- 76.1. admitted that he knew and had contacted the WB;
- 76.2. admitted that he had approached the WB in relation to manipulating matches at the tournaments in Scottish Open 2015, US Open 2017, and New Zealand Open 2017;
- 76.3. confirmed his telephone numbers (he had two phones);
- 76.4. explained that to pay the WB: first, he would have paid and recovered payment from ID; or second, for the Scottish Open 2015, as he had not yet met ID, he would have funded and organised payment himself;

- 76.5. admitted he would have recovered his outlay for Scottish Open 2015 by betting online with Mitra.dot and Temanjudi, where he held accounts;
- 76.6. provided background to how he became involved in match fixing:
 - 76.6.1. at their initial contact in 2016, ID had known that HT was involved in match manipulation and had called him to talk about it. At first ID had asked HT to fix his own matches, but HT had declined because he did not want to let down his sponsors;
 - 76.6.2. ID set up an online account to transfer money to HT. The account allowed HT to receive cash from an ATM. He also received cash from ID in person which was used to bet on badminton (and other sports), and he used bet with ID. HT also received money into his own bank account;
 - 76.6.3. he knew that there were others above ID in the match fixing organisation, but he only knew ID and contacted him by Line app;
 - 76.6.4. he knew that ID would make money from betting personally and through other people;
- 76.7. admitted he had bet approximately 20 million rupiah on badminton; and
- 76.8. consented to both his phones being forensically examined.

Content of mobile phone

- 77. Hines-Randle extracted the contents of both mobile phones. The messages contained within the phone provided beyond which was admitted in the First HT Interview:
 - 77.1. a conversation in August and September 2017 where AD and HT discuss match fixing, spot fixing, and the rewards that HT would pass to AD for doing so;
 - 77.2. a conversation in August 2017 where FA provides HT with her bank account details and discussion of “nyabon”;
 - 77.3. a conversation in September 2017 where HT and AP engage in conversations about betting and the rewards from betting on badminton and “nyabon”;
 - 77.4. a conversation in September 2017 where HT and AY discussed HT being called by the BWF ahead of his interview on 13 September 2017 and suggested that their statements should be the same in relation to “New Zealand”;
 - 77.5. a conversation in September 2017 where HT and ID discuss as to whether HT had taken money from a third party. HT referred to ID as his “boss” and said he had lost money in New Zealand as a result of him, and generally discussed the transfer of money; and

- 77.6. a conversation in September 2017 where HT and SP discussed the transfer of money, and in which HT said his mobile phone was dangerous, would be destroyed, and he would not take it to the BWF interview.

Second Interview with HT

78. In summary, HT:

- 78.1. admitted that there were several conversations on his phone with other players about match fixing. HT named and discussed seven (7) other players (not the subject of this hearing) with whom he had engaged in actual or attempted match fixing with him and others, or that he knew had betting accounts;
- 78.2. stated that he had made admissions of match fixing to the PBSI before the First HT Interview;
- 78.3. explained that “*nyabon*” meant playing a match to fix a particular result;
- 78.4. regarding the messages with ID:
- 78.4.1. their relationship started when ID offered to allow HT to use his SBOBET account for betting. He knew that ID was engaged in match fixing with players not connected to HT;
- 78.4.2. he had made himself uncontactable since 2017 because he knew that the PBSI was investigating him. HT did not know his location;
- 78.5. regarding the messages with AD:
- 78.5.1. admitted he had discussed match fixing with AD at the Vietnam Open 2017. HT had promised him money, but there was not a good market;
- 78.5.2. admitted his conversation involved how much AD would be paid for fixing a singles match;
- 78.5.3. admitted his conversation involved betting on the doubles match where AD was due to play with Henry Jansen. HT told AD to play normally because he thought AD would lose, and HT had bet on him to lose;
- 78.5.4. admitted his conversation was related to the fact that the betting companies would not give a market on Arif (AD’s opponent the following day) because there had been too much “*Nyabon*”;
- 78.6. regarding the messages with FA:
- 78.6.1. she was his mixed doubles partner in the Chinese Taipei Open 2017 who was in financial difficulty because her parents had died;
- 78.6.2. admitted that the conversation was about a match he had manipulated but he had miscalculated the score. He had asked FA to score 17 in the

second set, but his bet was for 18 in the second set, and he had lost the bet. As a result, FA was only paid expenses, but wanted more money;

78.6.3. admitted that an earlier fix arranged with FA in Thailand had failed because there was no market, and HT withdrew;

78.7. regarding the messages with AY:

78.7.1. he had played with him as his doubles partner;

78.7.2. they had together fixed the outcome of matches in Macau Open 2016, Hong Kong Open 2016, and Syed Modi International Badminton Championships 2017;

78.8. regarding the messages with AP:

78.8.1. AP had betting accounts and had asked HT for information about betting. HT had several conversations with AP about betting;

78.8.2. admitted the conversation was about bets placed by HT;

78.8.3. admitted he had placed bets for AP at the Vietnam Open 2017 and when HT was playing;

78.9. regarding the messages with SP:

78.9.1. she was his mixed doubles partner at the New Zealand Open 2017;

78.9.2. admitted he paid her to fix their match in the New Zealand Open 2017; and

78.9.3. admitted he paid her and her partner, MM, to fix their doubles match in the New Zealand Open 2017.

Interview with AD

79. In summary, AD:

79.1. admitted that at the Vietnam Open 2017, HT had promised him money to lose with the score managed by him. He lost both matches;

79.2. prior to the tournament he did not know HT. AD needed the money because his father had died;

79.3. admitted deliberately losing his singles match at the Vietnam Open 2017 on the instruction of HT; and

79.4. admitted fixing his round of 32 mixed doubles match at the Vietnam Open 2017 on the instruction of HT. He recalled receiving approximately 5 million rupiah;

Interview with AY

80. In summary, AY:

- 80.1. admitted deliberately losing matches on the instruction of HT;
- 80.2. at the Hong Kong Open 2016, he played doubles with HT and deliberately lost. HT paid him approximately 10 million rupiah;
- 80.3. at the Hong Open 2016, in mixed doubles he deliberately lost and HT paid him approximately 10 million rupiah;
- 80.4. at the Thailand Open 2017, in mixed doubles he deliberately lost without his partner knowing and HT paid him approximately 10 million rupiah;
- 80.5. at the Syed Modi International Badminton Championships 2017, he played doubles with HT and deliberately lost. HT paid him approximately 7 million rupiah;

Interview with AP

81. In summary, AP:

- 81.1. stated he knew HT from meeting at tournaments;
- 81.2. admitted that HT had asked him to lose matches at the Vietnam Open 2017 and offered 13 million rupiah. He declined the approach, but failed to report it;
- 81.3. denied involvement in online betting, but admitted to making bets directly with HT of 500,000 to 1 million Rupiah;
- 81.4. admitted his conversations with HT related to match fixing, and in particular which particular players were fixing, and what the fixes were;
- 81.5. denied that screenshots of online betting accounts which he had sent to HT demonstrated his use of the accounts on his phone were his personal accounts;
- 81.6. admitted that betting was against BWF rules; and
- 81.7. accepted that the evidence appeared as if he operated a betting account and was betting on matches that he knew to be fixed. He also accepted that the evidence appeared that he had been given a betting account by HT, but stated that he had never used it for betting.

Admissions of manipulated matches

82. On 13 January 2019, following a BWF request, HT provided a list of matches he had manipulated via email.
83. The following are a list of manipulated matches where HT admitted to his involvement either directly as a player or as a facilitator, or where other players admitted to their involvement on the instruction of HT:

Date	Tournament	Competition	Round	Players	Score
22.11.16	Hong Kong Open	Men's Doubles	Q1	Lung / Kuen vs HT / AY	21-12 21-12
22.11.16	Hong Kong Open	Mixed Doubles	Q1	Mak / Yeung vs AY / Khasanah	21-7 21-10
29.11.16	Macau Open	Men's Doubles	Q1	Pinto / Silva vs HT / AY	21-15 21-19
21.01.17	Syed Modi International Badminton Championships	Men's Doubles	Q1	Jalal / Rehan vs HT / AY	21-1 18-21 21-14
30.05.17	Thailand Open	Mixed Doubles	Q1	vs AY / Florency	21-12 21-11
28.06.17	Chinese Taipei Open	Mixed Doubles	R32	Hung / Tun vs HT / FA	21-8 21-17
02.08.17	New Zealand Open	Mixed Doubles	R32	Hung / Chieh vs HT / SP	21-8 21-12
02.08.17	New Zealand Open	Women's Doubles	R32	Tahuri / Yongshi vs MM / SP	21-5 Retired
04.09.17	Vietnam Open	Men's Singles	Q1	Nguyen vs AD	21-19 21-11
06.09.17	Vietnam Open	Mixed Doubles	R32	Arif / Riodingin vs AD / Khasanah	21-13 21-10

84. The list does not contain other matches or tournaments where HT approached a player to manipulate a match and the approach was refused, such conduct being the subject of some of the charges against HT.
85. The following payments were admitted in the various interviews:
- 85.1. Hong Kong Open 2016 (men's doubles): AY received 10 million rupiah;
- 85.2. Hong Kong Open 2016 (mixed doubles): AY received 10 million rupiah;
- 85.3. Macau Open 2016: HT and AY each received 14 million rupiah;
- 85.4. Syed Modi International Badminton Championships 2017: HT and AY each received 7 million rupiah;
- 85.5. Thailand Open 2017: AY received 10 million rupiah;
- 85.6. Chinese Taipei Open: the bet failed despite the match being manipulated. FA received her expenses payment;
- 85.7. New Zealand Open 2017 (mixed doubles): HT and SP each received 4 million rupiah;
- 85.8. New Zealand Open 2017 (women's doubles): SP and MM each received 10 million rupiah;
- 85.9. Vietnam Open 2017 (men's singles): amount unknown; and
- 85.10. Vietnam Open 2017 (mixed doubles): AD received 5 million rupiah.

BWF case against the Defendants

86. In summary, the BWF case against the Defendants is that:

- 86.1. between 2015 and 2017, HT engaged in match fixing with ID, who acted as his funder and joint bookmaker. HT attempted to recruit, and actually recruited, other players to manipulate the scores and outcomes of matches;
- 86.2. most players accepted his proposals and went on to fix matches on his instruction. HT and ID used the knowledge that matches would be manipulated to bet on the outcomes of those matches or of events within them, and profit;
- 86.3. AD, FA, AY, SP, and MM each agreed with HT to manipulate the scores and/or outcomes of matches that they played, or bet on badminton with HT;
- 86.4. AP bet on badminton with HT;
- 86.5. ID, AD, FA, AY, SP, MM, and AP failed to report HT to the BWF; and
- 86.6. HT, AD, AY and AP have made admissions of their involvement. FA, ID, SP and MM have failed to cooperate with the BWF investigation.

D. FINDINGS

87. While the Panel has carefully considered all the facts, evidence, allegations and arguments submitted, the Panel refers in these findings only to the submissions and evidence it considers necessary to explain its reasoning.
88. The Panel noted the jurisprudence of the Court of Arbitration for Sport (CAS) when dealing with the assessment of evidence in corruption matters.
89. On several occasions, the CAS has recognised that special attention must be given to the paramount importance of fighting corruption of any kind in sport and to the nature and restricted investigatory powers of sport governing bodies compared to state authorities (see e.g. CAS 2009/A/1920 *FK Pobeda et al v. UEFA*; CAS 2014/A/3832 *Vanessa Vanakorn v. FIS*).
90. In this respect, various CAS panels have recognised that corruption is “*by its nature, concealed as the parties involved will seek to use evasive means to ensure that they leave no trail of their wrongdoings*” (CAS 2010/A/2172 *Oleg Oriekhov v. UEFA*).
91. Consequently, it is more likely than not that direct evidence will be the exception and indirect evidence the standard when dealing in cases involving alleged corrupt activity. In this respect, the CAS has previously held “*It is in the nature of circumstantial evidence that single items of evidence may each be capable of an innocent explanation but, taken together, establish guilt beyond reasonable doubt*” (CAS 2015/A/4059 *Klubi Sportiv Skenderbeu v. UEFA*).
92. In this matter, the standard of proof is one of balance of probabilities.

Charges against HT

93. The Panel noted that there were thirteen (13) charges of misconduct against HT, and that HT had admitted the factual matrix of all charges during his interviews.
94. In this respect, the Panel held that it was more probable than not that HT committed the violations alleged. In making this finding, the Panel noted that:
 - 94.1. HT had admitted requesting [**redacted**] to manipulate the outcome of a match for money at the Indonesia International Tournament 2014, which was rejected;
 - 94.2. HT had admitted requesting the WB to manipulate the outcome of a match for money at the:
 - 94.2.1. Scottish Open Grand Prix 2015, which was rejected;
 - 94.2.2. US Open Grand Prix 2017, which was rejected. This request was made in conjunction with ID;
 - 94.2.3. New Zealand Open 2017, which was rejected. This request was made in conjunction with ID;

- 94.3. HT had admitted requesting his doubles partner, AY, to manipulate the outcome of their match for money at the Hong Kong Open 2016, and subsequently manipulating that match. AY had confirmed this;
 - 94.4. HT had admitted requesting his doubles partner, AY, to manipulate the outcome of their match for money at the Macau Open 2016, and subsequently manipulating that match. AY had confirmed this;
 - 94.5. HT had admitted requesting his doubles partner, AY, to manipulate the outcome of their match for money at the Syed Modi International Badminton Championships 2017, and subsequently manipulating that match. AY had confirmed this;
 - 94.6. HT had admitted requesting his mixed doubles partner, FA, to manipulate the outcome of their match for money at the Chinese Taipei Open 2017, and subsequently manipulating that match;
 - 94.7. HT had admitted requesting his mixed doubles partner, SP, to manipulate the outcome of their match for money at the New Zealand Open 2017, and subsequently manipulating that match;
 - 94.8. HT had admitted requesting SP and MM to manipulate the outcome of their women's doubles match for money at the New Zealand Open 2017, which was accepted;
 - 94.9. HT had admitted requesting AD to manipulate the outcome of his singles match for money at the Vietnam Open 2017, which was accepted;
 - 94.10. HT had admitted requesting AD to manipulate the outcome of his doubles match for money at the Vietnam Open 2017, which was accepted;
 - 94.11. HT had admitted betting on various badminton matches in the period 2014 to 18 November 2017, particularly in conjunction with ID and/or AP; and
 - 94.12. the evidence was clear, and uncontested.
95. Accordingly, the Panel held that HT had violated:
- 95.1. Articles 3.2.3, 3.2.6 (twice), and 3.2.8 (twice) of the 2012 Code;
 - 95.2. Articles 3.2.2 (twice), 3.2.5, 3.2.8 (twice), 3.2.10 (twice), and 3.2.15 (twice) of the 2016 Code;
 - 95.3. Articles 3.2.2 (five times), 3.2.3, 3.2.8 (7 times), 3.2.10 (7 times) and 3.2.17 (7 times) of the March 2017 Code.

Charges against ID

- 96. The Panel noted that there were five (5) charges of misconduct against ID, and that ID had neither been interviewed nor provided a defence.

Charge 1

97. Charge 1 alleges that ID participated with HT in requesting the WB to manipulate the outcome of a match for money at the Scottish Open Grand Prix 2015, which was rejected.
98. This is alleged to have breached:
- 98.1. Article 3.2.6 of the 2012 Code by “*inducing, instructing, or encouraging*” the WB to not use best efforts to win a match; and/or
- 98.2. Article 3.2.8 of the 2012 Code by engaging in “*Corruption*” by offering a benefit to the WB in “*circumstances that might have reasonably been expected to influence*” their efforts in a match.
99. In this respect, the Panel noted that it did not have any evidence before it that ID had been involved in this attempted match manipulation. HT had been clear in his admissions that he had not met ID until August 2016 and had been open in the manipulation of matches where ID had assisted him financially.
100. In this respect, the Panel dismissed the first charge.

Charges 2 and 3

101. Charges 2 and 3 allege that ID participated with HT in requesting the WB to manipulate the outcome of a match for money at the US Open 2017 (charge 2) and the New Zealand Open 2017 (charge 3), both of which were rejected.
102. This is alleged to have been breached (twice):
- 102.1. Article 3.2.8 of the March 2017 Code by soliciting the WB to not use best efforts in the “*Event*”; and/or
- 102.2. Article 3.2.10 of the March 2017 Code by offering money to the WB with the intention of negatively influencing their best efforts in the “*Event*”; and/or
- 102.3. Article 3.2.17 of the March 2017 Code by attempting to contrive the outcome of a match in the “*Event*”.
103. “*Event*” is defined in the March 2017 Code as “*badminton tournaments sanctioned by the BWF and any other international badminton event where Players participate in.*”
104. The Panel held that it was more probable than not that ID committed the violations alleged. In making this finding, the Panel noted:
- 104.1. the admission of HT that ID was his financier of match manipulation, and in particular had agreed to finance the manipulation of the outcome of a match for money at the US Open 2017;
- 104.2. the US Open 2017 and New Zealand Open 2017 were both clearly an “*Event*” for the purposes of the March 2017 Code; and

- 104.3. the act of HT approaching the WB to manipulate the outcome of matches, on behalf of HT and ID, was clearly a solicitation to not use best efforts, had the intention of negatively influencing best efforts, and attempt to contrive the outcome of a match.

Charge 4

105. Charge 4 alleges that between 1 January 2017 and 31 January 2017, ID bet on badminton and facilitated betting by HT on badminton.
106. The first limb is alleged to have breached Article 3.2.6 of both the 2016 Code and March 2017 Code, and the second limb is alleged to have breach Article 3.2.7 of the 2016 Code and March 2017 Code.
107. The Panel held that it was more probable than not that ID committed the violations alleged. In making this finding, the Panel noted:
 - 107.1. the admission of HT that ID was his financier of match manipulation;
 - 107.2. the admission of HT that ID had bet on badminton;
 - 107.3. the admission of HT that ID had provided him access to a SCOBET account and assisted in betting; and
 - 107.4. the finding on charges 2 and 3 above.

Charge 5

108. Charge 5 alleges that ID failed to cooperate with a BWF investigation by failing to attend an interview or failing to respond to a request for interview.
109. This is alleged to have breached Article 3.1.26 of the September 2017 Code.
110. The Panel held that it was more probable than not that ID committed the violations alleged. In making this finding, the Panel noted:
 - 110.1. the admission of HT that ID was in hiding given the ongoing investigation into match manipulation; and
 - 110.2. the BWF had twice requested ID to attend an interview, which he failed to respond to and failed to attend.

Conclusion

111. Accordingly, the Panel held that ID had violated:
 - 111.1. Articles 3.2.6 and 3.2.7 of the 2016 Code;
 - 111.2. Articles 3.2.6, 3.2.7, 3.2.8 (twice), 3.2.10 (twice), and 3.2.17 (twice) of the March 2017 Code; and
 - 111.3. Article 3.1.26 of the November 2017 Code.

Charges against AY

112. The Panel noted that there were five (5) charges of misconduct against AY, and that AY had admitted the factual matrix of all charges during his interviews.
113. In this respect, the Panel held that it was more probable than not that AY committed the violations alleged. In making this finding, the Panel noted:
- 113.1. AY admitted manipulating the outcome of his doubles match for money at the Hong Kong Open 2017, on the request of HT, and subsequently received payment from HT;
 - 113.2. AY admitted manipulating the outcome of his mixed doubles match for money at the Hong Kong Open 2017, on the request of HT, and subsequently received payment from HT;
 - 113.3. AY admitted manipulating the outcome of his doubles match for money at the Syed Modi International Badminton Championships 2017, on the request of HT, and subsequently received payment from HT;
 - 113.4. AY admitted manipulating the outcome of his mixed doubles match for money at the Thailand Open 2017, on the request of HT, and subsequently received payment from HT; and
 - 113.5. AY did not report any approaches to manipulate matches by HT.
114. Accordingly, the Panel held that AY had violated:
- 114.1. Articles 3.2.2 (three times), 3.2.9 (three times), 3.2.15 (three times), and 3.2.17 (three times) of the 2016 Code; and
 - 114.2. Articles 3.2.2, 3.2.13, 3.2.17, and 3.2.19 of the March 2017 Code.

Charges against SP

115. The Panel noted that there were four (4) charges of misconduct against SP, and that SP had neither been interviewed nor provided a defence.

Charges 1 and 2

116. Charges 1 and 2 allege that SP manipulated the outcome of a match for money in the mixed doubles in coordination with her partner HT at the New Zealand Open 2017 (charge 1), and in the women's doubles in coordination with her partner MM at the New Zealand Open 2017 (charge 2), both on the instruction of HT.
117. This is alleged to have breached:
- 117.1. (charge 2 only) Article 3.2.1 of the March 2017 Code by not completing a match when reasonably able to do so; and/or
 - 117.2. (twice) Article 3.2.2 of the March 2017 Code by failing to use her best efforts to win a match; and/or

- 117.3. (twice) Article 3.2.13 of the March 2017 Code by accepting money for the provision of “*Inside Information*”; and/or
- 117.4. (twice) Article 3.2.17 of the March 2017 Code by contriving the outcome of a match in the “*Event*”.
118. “*Inside Information*” is defined in the March 2017 Code as “*information about the likely participation or likely performance of a Player in an Event or concerning any other aspect of an Event which is known by a Covered Person and is not information in the public domain.*”
119. “*Event*” is defined in the March 2017 Code as “*badminton tournaments sanctioned by the BWF and any other international badminton event where Players participate in.*”
120. The Panel held that it was more probable than not that SP committed the violations alleged. In making this finding, the Panel noted:
- 120.1. HT had admitted requesting his mixed doubles partner, SP, to manipulate the outcome of their match for money at the New Zealand Open 2017, and subsequently manipulated that match;
- 120.2. HT had admitted requesting SP and MM to manipulate the outcome of their women’s doubles match for money at the New Zealand Open 2017, which was accepted. It was ultimately agreed that SP and MM would retire from the match;
- 120.3. HT had admitted paying SP for the successful manipulation of both matches;
- 120.4. the New Zealand Open 2017 was clearly an “*Event*” for the purposes of the March 2017 Code; and
- 120.5. the act of SP in manipulating the matches on the instruction of HT, and HT profiting from that manipulation, was clearly an act of SP receiving money in exchange for “*Inside Information.*”

Charge 3

121. Charge 3 alleges that SP failed to report approaches from HT to manipulate matches at the New Zealand Open 2017.
122. This is alleged to have twice breached Article 3.2.19 of the March 2017 Code.
123. The Panel held that it was more probable than not that SP committed the violations alleged. In making this finding, the Panel noted that BWF had no record of SP reporting the approaches.

Charge 4

124. Charge 4 alleges that SP failed to cooperate with a BWF investigation by failing to attend an interview or failing to respond to a request for interview.

125. This is alleged to have twice breached Article 3.1.26 of the September 2017 Code.
126. The Panel held that it was more probable than not that SP committed the violations alleged. In making this finding, the Panel noted that the BWF had requested SP to attend an interview, which she failed to respond to and failed to attend.

Conclusion

127. Accordingly, the Panel held that SP had violated:

- 127.1. Articles 3.2.1, 3.2.2 (twice), 3.2.13 (twice), 3.2.17 (twice), and 3.2.19 (twice) of the March 2017 Code; and
- 127.2. Article 3.1.26 of the November 2017 Code.

Charges against MM

128. The Panel noted that there were three (3) charges of misconduct against MM, and that MM had neither been interviewed nor provided a defence.

Charge 1

129. Charge 1 alleges that MM, in coordination with her partner SP, manipulated the outcome of a match for money in the women's doubles at the New Zealand Open 2017, on the instruction of HT.

130. This is alleged to have breached:

- 130.1. Article 3.2.1 of the March 2017 Code by not completing a match when reasonably able to do so; and/or
- 130.2. Article 3.2.2 of the March 2017 Code by failing to use her best efforts to win a match; and/or
- 130.3. Article 3.2.13 of the March 2017 Code by accepting money for the provision of "*Inside Information*"; and/or
- 130.4. Article 3.2.17 of the March 2017 Code by contriving the outcome of a match in the "*Event*".

131. "*Inside Information*" is defined in the March 2017 Code as "*information about the likely participation or likely performance of a Player in an Event or concerning any other aspect of an Event which is known by a Covered Person and is not information in the public domain.*"

132. "*Event*" is defined in the March 2017 Code as "*badminton tournaments sanctioned by the BWF and any other international badminton event where Players participate in.*"

133. The Panel held that it was more probable than not that MM committed the violations alleged. In making this finding, the Panel noted:

- 133.1. HT had admitted requesting SP and MM to manipulate the outcome of their women's doubles match for money at the New Zealand Open 2017, which was accepted. It was ultimately agreed that SP and MM would retire from the match;
- 133.2. HT had admitted paying MM for the successful manipulation of the match;
- 133.3. the New Zealand Open 2017 was clearly an "*Event*" for the purposes of the March 2017 Code; and
- 133.4. the act of MM in manipulating the match on the instruction of HT, and HT profiting from that manipulation, was clearly an act of MM receiving money in exchange for "*Inside Information*."

Charge 2

134. Charge 2 alleges that MM failed to report the approach from HT to manipulate the women's doubles match at the New Zealand Open 2017.
135. This is alleged to have breached Article 3.2.19 of the March 2017 Code.
136. The Panel held that it was more probable than not that MM committed the violation alleged. In making this finding, the Panel noted that BWF had no record of MM reporting the approach.

Charge 3

137. Charge 3 alleges that MM failed to cooperate with a BWF investigation by failing to attend an interview or failing to respond to a request for interview.
138. This is alleged to have breached Article 3.1.26 of the September 2017 Code.
139. The Panel held that it was more probable than not that MM committed the violation alleged. In making this finding, the Panel noted that the BWF had requested MM to attend an interview, which she failed to respond to and failed to attend.

Conclusion

140. Accordingly, the Panel held that MM had violated:

- 140.1. Articles 3.2.1, 3.2.2, 3.2.13, 3.2.17, and 3.2.19 of the March 2017 Code; and
- 140.2. Article 3.1.26 of the November 2017 Code.

Charges against FA

141. The Panel noted that there were three (3) charges of misconduct against FA, and that FA had neither been interviewed nor provided a defence.

Charge 1

142. Charge 1 alleges that FA, in coordination with her partner HT, manipulated the outcome of a match for money in the mixed doubles at the Chinese Taipei Open 2017, on the instruction of HT.
143. This is alleged to have breached:

- 143.1. Article 3.2.2 of the March 2017 Code by failing to use her best efforts to win a match; and/or
 - 143.2. Article 3.2.13 of the March 2017 Code by accepting money for the provision of “*Inside Information*”; and/or
 - 143.3. Article 3.2.17 of the March 2017 Code by contriving the outcome of a match in the “*Event*”.
144. “*Inside Information*” is defined in the March 2017 Code as “*information about the likely participation or likely performance of a Player in an Event or concerning any other aspect of an Event which is known by a Covered Person and is not information in the public domain.*”
145. “*Event*” is defined in the March 2017 Code as “*badminton tournaments sanctioned by the BWF and any other international badminton event where Players participate in.*”
146. The Panel held that it was more probable than not that FA committed the violations alleged. In making this finding, the Panel noted:
- 146.1. HT had admitted requesting FA to manipulate the outcome of their mixed doubles match for money at the Chinese Taipei Open 2017, which was accepted. They ultimately manipulated the match;
 - 146.2. HT had admitted paying FA for the successful manipulation of the match;
 - 146.3. the Chinese Taipei Open 2017 was clearly an “*Event*” for the purposes of the March 2017 Code; and
 - 146.4. the act of FA in manipulating the match on the instruction of HT, and HT profiting from that manipulation, was clearly an act of FA receiving money in exchange for “*Inside Information.*”

Charge 2

147. Charge 2 alleges that FA failed to report the approach from HT to manipulate the mixed doubles match at the Chinese Taipei Open 2017.
148. This is alleged to have breached Article 3.2.19 of the March 2017 Code.
149. The Panel held that it was more probable than not that FA committed the violation alleged. In making this finding, the Panel noted that BWF had no record of FA reporting the approach.

Charge 3

150. Charge 3 alleges that FA failed to cooperate with a BWF investigation by failing to attend an interview or failing to respond to a request for interview.
151. This is alleged to have breached Article 3.1.26 of the September 2017 Code.

152. The Panel held that it was more probable than not that FA committed the violations alleged. In making this finding, the Panel noted that the BWF had requested FA to attend an interview, which she failed to respond to and failed to attend.

Conclusion

153. Accordingly, the Panel held that FA had violated:

153.1. Articles 3.2.2, 3.2.13, 3.2.17, and 3.2.19 of the March 2017 Code; and

153.2. Article 3.1.26 of the November 2017 Code.

Charges against AD

154. The Panel noted that there were two (2) charges of misconduct against AD, and that AD had admitted the factual matrix of all charges during his interviews.

155. In this respect, the Panel held that it was more probable than not that AD committed the violations alleged. In making this finding, the Panel noted:

155.1. AD admitted manipulating the outcome of his singles match for money at the Vietnam Open 2017, on the request of HT, and subsequently received payment from HT;

155.2. AD admitted manipulating the outcome of his men's doubles match for money at the Hong Kong Open 2017, on the request of HT, and subsequently received payment from HT;

155.3. AD did not report any approaches to manipulate matches by HT.

156. Accordingly, the Panel held that AD had violated Articles 3.2.2 (twice), 3.2.13 (twice), 3.2.17 (twice), and 3.2.19 (twice) of the March 2017 Code.

Charges against AP

157. The Panel noted that there were two (2) charges of misconduct against AP, and that AP had taken part in an interview.

Charge 1

158. Charge 1 alleges that AP failed to report the approach from HT to manipulate the men's doubles match at the Vietnam Open 2017 (which he rejected).

159. This is alleged to have breached Article 3.2.19 of the March 2017 Code.

160. The Panel held that it was more probable than not that AP committed the violation alleged. In making this finding, the Panel noted that BWF had no record of AP reporting the approach.

Charge 2

161. Charge 2 alleges that between 1 January 2017 and 31 January 2017, AP bet on badminton and facilitated betting by HT on badminton.

162. The first limb is alleged to have breached Article 3.2.6 of both the 2016 Code and March 2017 Code, and the second limb is alleged to have breach Article 3.2.7 of the 2016 Code and March 2017 Code.
163. The Panel held that it was more probable than not that AP committed the violations alleged. In making this finding, the Panel noted:
 - 163.1. the content of the messages between HT and AP were clearly related to betting on badminton and the manipulation of matches, and in particular, which players were manipulating matches. This was admitted by both HT and AP;
 - 163.2. the admission of HT that AP had bet on badminton, and that he had facilitated bets for AP on badminton;
 - 163.3. the admission of AP that he had made bets directly with HT; and
 - 163.4. there was no other logical explanation for the screenshots of the betting account registered in the name of AP that was sent from AP's phone, was the personal online betting account of AP.

Conclusion

164. Accordingly, the Panel held that AP had violated:
 - 164.1. Article 3.2.6 and 3.2.17 of the 2016 Code; and
 - 164.2. Articles 3.2.6, 3.2.7, and 3.2.19 of the March 2017 Code.

Sanction

165. Article 41 of the Procedures stipulates the types of sanctions that may be imposed by an IHP if an individual is found to have committed regulatory violations.
166. Article 42 of the Procedures defines a suspension as “*a prohibition on Badminton-Related Activities for a defined period of time, including for life.*”
167. When determining a sanction, Article 43.1 of the Procedures states that the: “*hearing panel deciding upon the sanction shall determine the type and extent of any sanction, its scope and duration, considering all relevant mitigating and aggravating factors in a case and the degree of guilt of the party when imposing a sanction. The hearing panel shall be bound to impose a proportionate sanction.*”
168. Article 43.2 of the Procedures sets out the aggravating and mitigating factors that a hearing panel must take into consideration when determining a sanction.
169. The Procedures do not prevent the Panel from drawing inspiration from the decisions of similarly-constituted sporting tribunals or prior BWF decisions.
170. The Panel recalled the press release dated 25 November 2014 by the BWF where its stance on corruption offences was made clear:

“We are pleased to join with IOC and other international federations in the fight against corruption in sport. We expect IBIS to have a positive impact and we look forward to benefiting from it...This is a significant ideal to which we all subscribe-that sport must be played in an environment devoid of illegal betting, match-fixing or any other forms of corruption or manipulation-and BWF will continue to do its utmost to uphold this and to spread this philosophy among its global membership.”

171. The Panel also noted the preamble to the November 2017 Code:

“Every athlete has the right to compete in clean and fair sport which is free from manipulation. It is a fundamental principle of sport that the outcome of a match is determined by the skill of the players, and anything that attacks the integrity of a match brings the whole of a sport into disrepute. Protection against any attempt to gain advantages (personal advantage or advantage for others) by not making best efforts shall also be considered as a serious offence that can bring the sport into disrepute.”

172. As a starting point to determining the appropriate sanction, the Panel referred to a seminal CAS decision regarding corruption (**emphasis added**)

*“78. However, the Panel has to remind itself that match-fixing, money-laundering, kickbacks, extortion, bribery and the like are a growing concern, indeed a cancer, in many major sports, football included, and must be eradicated. **The very essence of sport is that competition is fair; its attraction to spectators is the unpredictability of the outcome...***

*80. **It is therefore essential in the Panel’s view for sporting regulators to demonstrate zero-tolerance against all kinds of corruption and to impose sanctions sufficient to serve as an effective deterrent to people who might otherwise be tempted through greed or fear to consider involvement in such criminal activities...***

(CAS 2010/A/2172 *Oleg Oriekhov v. UEFA*)

173. The Panel was also guided by CAS jurisprudence regarding the principle of proportionality in disciplinary sanctions, which was recently described as follows:

“The principle of proportionality implies that there must be a reasonable balance between the nature of the misconduct and the sanction. In order to be respected, the principle of proportionality requires that (i) the measure taken by the governing body is capable of achieving the envisaged goal, (ii) the measure taken by the governing body is necessary to reach the envisaged goal, and (iii) the constraints which the affected person will suffer as a consequence of the measure are justified by the overall interest to achieve the envisaged goal. In other words, to be proportionate a measure must not exceed what is reasonably required in the search of the justifiable aim.”

(CAS 2016/O/4684 *ROC & Lyukman Adams et al. v. IAAF*)

174. The Procedures provide no guidance as to how the IHP should sanction an individual that has committed multiple regulatory violations, whether: (i) each charge should be sanctioned separately and the sanctions accumulated; (ii) a sanction should only be issued for the rule considered the *lex specialis*; or (iii) all charges be sanctioned cumulatively.

175. Having the freedom to decide, the Panel deemed it sensible to determine the sanction, for each individual Defendant, for all charges cumulatively.

176. In this respect, the Panel took note of several cases involving match manipulation previously decided by the CAS and other sports bodies. A summary is set out in the following table:

Decision	Basic Facts	Sanction
CAS 2009/A/1920	A club President was found to have manipulated a match in a continental football competition.	Banned for life from football activity.
CAS 2010/A/2172	A referee was found to have failed to report an approach to manipulate a match in a continental football competition.	Banned for life from football activity.
CAS 2011/A/2490	A player was found to have separately approached 3 other players to manipulate tennis matches.	Banned for life from tennis activity.
CAS 2011/A/2621	A player was found to have approached another player to manipulate tennis matches on multiple occasions.	Banned for life from tennis activity.
CAS 2011/A/2362	A player was found to have deliberately bowled 2 'no-balls' during an international cricket match upon request from a third-party.	Banned for 7 years from cricket activity (2 years suspended).
CAS 2011/A/2364	A player was found to have been a party to the deliberate bowling of 3 'no-balls' during an international cricket match upon request from a third-party. The player was also found to have failed to report an approach to manipulate a different international cricket match.	Banned for 10 years from cricket activity (5 years suspended).
CAS 2013/A/3062	A player was found to have manipulated a match in an international football competition.	Banned for 10 years from football activity.
CAS 2017/A/4856	A player was found to have deliberately lost an international tennis match.	Banned for 7 years from tennis activity and fined.
CAS 2017/A/4956	Tennis player found to have manipulated a professional tennis match and failed to co-operate with an investigation.	Banned for 7 years and fined.

Decision	Basic Facts	Sanction
CAS 2017/A/5173	A referee was found to have manipulated a match in an international football competition.	Banned for life from football activity.
CAS 2018/A/5846 & 5847	Two players were found to have manipulated or spot-fixed multiple international badminton matches.	Banned for 20 years and 15 years from badminton activity and fined.
CAS 2018/A/5939	A player was found to have manipulated an international tennis match.	Banned for 5 years from tennis activity and fined.

177. The Panel also took note of the previous IHP decisions involving match manipulation and corruption.
178. The jurisprudence demonstrates that it is paramount, where an individual has undertaken corrupt behaviour which directly strikes at the heart and essence of sporting competition, that a significant sanction must be issued: both as a strong deterrent to future offenders, but also and primarily, to demonstrate the seriousness of the violation and the zero-tolerance to be shown to such behaviour.
179. In CAS 2017/A/4856, it was stated that “[a] life ban may be an appropriate sanction in any case involving match-fixing, based on the totality of the facts and circumstances”.
180. The onus was therefore on the Panel to determine an appropriate and proportionate sanction, considering “the totality of the facts and circumstances”.
181. The Panel noted the following factors when determining sanction:

HT	- directly manipulated or facilitated manipulation (by others) of 10 matches - attempted to facilitate manipulation (by others) of 4 matches - significantly profited from manipulation activities - bet on badminton matches for a substantial period
ID	- financed the manipulation of matches by HT - attempted to facilitate manipulation (by others) of 2 matches - bet on badminton matches for a substantial period - facilitated betting by HT on badminton - failed to cooperate with BWF investigation
AY	- directly manipulated 4 matches - profited from manipulation activities - failed to report approach of HT to manipulate matches - cooperated with BWF investigation
SP	- directly manipulated 2 matches - profited from manipulation activities - failed to report approach to HT to manipulate matches - failed to cooperate with BWF investigation
MM	- directly manipulated 1 match - profited from manipulation activities

	- failed to report approach to HT to manipulate matches - failed to cooperate with BWF investigation
FA	- directly manipulated 1 match - profited from manipulation activities - failed to report approach to HT to manipulate matches - failed to cooperate with BWF investigation
AD	- directly manipulated 2 matches - profited from manipulation activities - failed to report approach to HT to manipulate matches - cooperated with BWF investigation
AP	- bet on badminton matches for a substantial period - facilitated betting by HT on badminton - cooperated with BWF investigation

182. The Panel, given the circumstances and taking into consideration the severity of the various actions of the Defendants, subsequently ordered the following sanctions:

182.1. HT: suspended from badminton-related activities for life;

182.2. ID: suspended from badminton-related activities for life;

182.3. AY: suspended from badminton-related activities for life;

182.4. SP: suspended from badminton-related activities for twelve (12) years and fined twelve thousand (12,000) United States Dollars (**USD**);

182.5. MM: suspended from badminton-related activities for ten (10) years and fined ten thousand (10,000) USD;

182.6. FA: suspended from badminton-related activities for ten (10) years and fined ten thousand (10,000) USD;

182.7. AD: suspended from badminton-related activities for seven (7) years and fined seven thousand (7,000) USD; and

182.8. AP: suspended from badminton-related activities for six (6) years and fined three thousand (7,000) USD;

183. The suspensions shall commence from 18 January 2020, the date of the provisional suspensions issued by the Referral Officer.

Costs

184. Having heard no submissions on costs, the Panel made no order as to costs, whilst noting that it may be requested to make a costs order in future, in accordance with Article 40 of the Procedures.

DECISION

Hendra Tandjaya

1. Hendra Tandjaya (BWF ID 74114) has:
 - a. violated Article 3.2.3 of the 2012 Code of Conduct in relation to Betting Wagering and Irregular Match Results (**2012 Code**);
 - b. violated Article 3.2.6 of the 2012 Code on two (2) occasions;
 - c. violated Article 3.2.8 of the 2012 Code on two (2) occasions;
 - d. violated Article 3.2.2 of the 2016 Code of Conduct in relation to Betting Wagering and Irregular Match Results (**2016 Code**) on two (2) occasions;
 - e. violated Article 3.2.5 of the 2016 Code;
 - f. violated Article 3.2.8 of the 2016 Code on two (2) occasions;
 - g. violated Article 3.2.10 of the 2016 Code on two (2) occasions;
 - h. violated Article 3.2.15 of the 2016 Code on two (2) occasions;
 - i. violated Article 3.2.2 of the March 2017 Code of Conduct in relation to Betting Wagering and Irregular Match Results (**March 2017 Code**) on five (5) occasions;
 - j. violated Article 3.2.3 of the March 2017 Code;
 - k. violated Article 3.2.8 of the March 2017 Code on seven (7) occasions;
 - l. violated Article 3.2.10 of the March 2017 Code on seven (7) occasions; and
 - m. violated Article 3.2.17 of the March 2017 Code on seven (7) occasions.
2. Hendra Tandjaya is suspended from badminton-related activities for life.

Ivandi Danang

3. Ivandi Danang (BWF ID 86766) has:
 - a. violated Article 3.2.6 of the 2016 Code;
 - b. violated Article 3.2.7 of the 2016 Code;
 - c. violated Article 3.2.6 of the March 2017 Code;
 - d. violated Article 3.2.7 of the March 2017 Code;
 - e. violated Article 3.2.8 of the March 2017 Code on two (2) occasions;

- f. violated Article 3.2.10 of the March 2017 Code on two (2) occasions;
 - g. violated Article 3.2.17 of the March 2017 Code on two (2) occasions; and
 - h. violated Article 3.1.26 of the November 2017 Code of Conduct in relation to Betting Wagering and Irregular Match Results (**November 2017 Code**).
4. Ivandi Danang is suspended from badminton-related activities for life.

Andrew Yunanto

5. Andrew Yunanto (BWF ID 97427) has:
- a. violated Article 3.2.2 of the 2016 Code on three (3) occasions;
 - b. violated Article 3.2.9 of the 2016 Code on three (3) occasions;
 - c. violated Article 3.2.15 of the 2016 Code on three (3) occasions;
 - d. violated Article 3.2.17 of the 2016 Code on three (3) occasions;
 - e. violated Article 3.2.2 of the March 2017 Code;
 - f. violated Article 3.2.13 of the March 2017 Code;
 - g. violated Article 3.2.17 of the March 2017 Code; and
 - h. violated Article 3.2.19 of the March 2017 Code.
6. Andrew Yunanto is suspended from badminton-related activities for life.

Sekartaji Putri

7. Sekartaji Putri (BWF ID 99009) has:
- a. violated Article 3.2.1 of the March 2017 Code;
 - b. violated Article 3.2.2 of the March 2017 Code on two (2) occasions;
 - c. violated Article 3.2.13 of the March 2017 Code on two (2) occasions;
 - d. violated Article 3.2.17 of the March 2017 Code on two (2) occasions;
 - e. violated Article 3.2.19 of the March 2017 Code on two (2) occasions;
 - f. violated Article 3.1.26 of the November 2017 Code.
8. Sekartaji Putri is:
- a. suspended from badminton-related activities twelve (12) years; and
 - b. fined twelve thousand (12,000) United States Dollars (**USD**).

9. The twelve (12) year period shall commence from 18 January 2020, the date on which her provisional suspension was issued.

Mia Mawarti

10. Mia Mawarti (BWF ID 97080) has:
 - a. violated Article 3.2.1 of the March 2017 Code;
 - b. violated Article 3.2.2 of the March 2017 Code;
 - c. violated Article 3.2.13 of the March 2017 Code;
 - d. violated Article 3.2.17 of the March 2017 Code;
 - e. violated Article 3.2.19 of the March 2017 Code;
 - f. violated Article 3.1.26 of the November 2017 Code.
11. Mia Mawarti is:
 - a. suspended from badminton-related activities for ten (10) years; and
 - b. fined ten thousand (10,000) USD.
12. The ten (10) year period shall commence from 18 January 2020, the date on which her provisional suspension was issued.

Fadilla Afni

13. Fadilla Afni (BWF ID 71946) has:
 - a. violated Article 3.2.2 of the March 2017 Code;
 - b. violated Article 3.2.13 of the March 2017 Code;
 - c. violated Article 3.2.17 of the March 2017 Code;
 - d. violated Article 3.2.19 of the March 2017 Code;
 - e. violated Article 3.1.26 of the November 2017 Code.
14. Fadilla Afni is:
 - a. suspended from badminton-related activities for ten (10) years; and
 - b. fined ten thousand (10,000) USD.
15. The ten (10) year period shall commence from 18 January 2020, the date on which her provisional suspension was issued.

Aditiya Dwiantoro

16. Aditiya Dwiantoro (BWF ID 58746) has:
 - a. violated Article 3.2.2 of the March 2017 Code on two (2) occasions;
 - b. violated Article 3.2.13 of the March 2017 Code on two (2) occasions;
 - c. violated Article 3.2.17 of the March 2017 Code on two (2) occasions; and
 - d. violated Article 3.2.19 of the March 2017 Code on two (2) occasions.
17. Aditiya Dwiantoro is:
 - a. suspended from badminton-related activities for seven (7) years; and
 - b. fined seven thousand (7,000) USD.
18. The seven (7) year period shall commence from 18 January 2020, the date on which his provisional suspension was issued.

Agripinna Prima Rahmanto Putra

19. Agripinna Prima Rahmanto Putra (BWF ID 72715) has:
 - a. violated Article 3.2.6 of the 2016 Code;
 - b. violated Article 3.2.7 of the 2016 Code;
 - c. violated Article 3.2.6 of the March 2017 Code;
 - d. violated Article 3.2.7 of the March 2017 Code; and
 - e. violated Article 3.2.19 of the March 2017 Code.
20. Agripinna Prima Rahmanto Putra is:
 - a. suspended from badminton-related activities for six (6) years; and
 - b. fined three thousand (3,000) USD.
21. The six (6) year period shall commence from 18 January 2020, the date on which his provisional suspension was issued.

Note: This reasoned decision is communicated within 45 days of the date of the conclusion of the hearing, in accordance with Article 35.3 of the BWF Judicial Procedures.

The 21 day time limit to appeal to the Court of Arbitration for Sport commences after the service of the reasoned decision, in accordance with Article 38.1 of the BWF Judicial Procedures.

In accordance with Article 40 of the Procedures, a party may apply to the hearing panel to make an order for costs, but such application shall be made within 7 days of the notification to that party of this reasoned decision

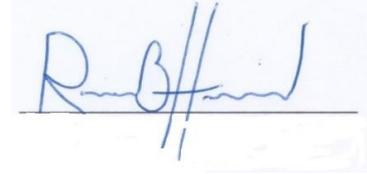


Kevin Carpenter



James Kitching

(Chair)



Rune Bård Hansen

22 December 2020