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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(OS) 500/2025 with CAV 283/2025, CAV 284/2025,
I.A. 18253/2025, I.A. 18254/2025 and I.A. 18255/2025

SACHIN BASOIYA

.....Plaintiff

Through: Mr. Sandeep Sethi and Mrs. Diya
Kapur, Senior Advocates with
Mr. Abhishek Singh, Mr. Saad
Shervani, Mr. J. Amal Anand,
Mr. Elvin Joshy, Mr. K. V. Vibhu
Prasad, Mr. Utkarsh Sahu, Mr. Ayush
Soni, Mr. Raghav Kumar, Mr. Aditya
Ladha and Mr. Riya Kumar,
Advocates

versus

PROFESSIONAL GOLF TOUR OF INDIA

.....Defendant

Through: Mr. Rajiv Nayar, Senior Advocate
with Counsel (appearance not given)

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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31.07.2025

CAV 283/2025 and CAV 284/2025

1. Since the defendant has entered appearance in the present suit on the first date of hearing itself, the caveats stand discharged.

I.A. 18254/2025 (seeking leave to place on record lengthy synopsis and list of dates)

2. For the reasons stated in the application, the plaintiff is permitted to place on record lengthy synopsis and list of dates.

3. The application stands disposed of.

I.A. 18255/2025 (u/s 149 of the CPC)



4. Mr. Abhishek Singh, counsel appearing on behalf of the plaintiff, submits that the requisite court fees shall be paid within two (2) weeks.
5. The aforesaid statement of counsel for the plaintiff is taken on record.
6. The application is disposed of.

CS(OS) 500/2025

7. Let the plaint be registered as a suit.
8. Issue summons.
9. Summons are accepted by counsel appearing on behalf of the defendant, who waives the issuance of formal summons.
10. The written statement shall be filed by the defendant within thirty (30) days from today. Along with the written statement, the defendant shall also file affidavit of admission/ denial of the documents of the plaintiff, without which the written statement shall not be taken on record.
11. Liberty is given to the plaintiff to file replication, if any, within thirty (30) days from the receipt of the written statement. Along with the replication filed by the plaintiff, affidavit of admission/ denial of the documents of the defendant be filed by the plaintiff.
12. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.
13. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the prescribed timelines.
14. List before the Joint Registrar on 8th October, 2025 for completion of service and pleadings.
15. List before the Court on 9th December, 2025.

I.A. 18253/2025 (u/O-XXXIX Rules 1 & 2 of the CPC)

16. The present suit has been filed by the plaintiff, a professional golfer,



against the defendant, Professional Golf Tour of India (hereinafter 'PGTI'), a registered society formed with the objective to promote and protect the cause and best interests of professional golf in India. The plaintiff has filed the present suit impugning the following rules/ regulations/ forms/ communications as being null and void and, therefore, unenforceable:

- a. Rules 24(17) of the defendant's Memorandum of Association (hereinafter 'MoA')
- b. Regulation 1.10 of the defendant's PGTI Handbook
- c. Rule 12(6) of the MoA and the corresponding clause in Handbook Regulations
- d. Letter dated 25th June, 2025 issued by the President of the defendant
- e. Registration Form annexed to the PGTI Handbook
- f. Advisory dated 21st July, 2025

17. Mr. Sandeep Sethi and Mrs. Diya Kapur, senior counsel appearing on behalf of the plaintiff, submit that the impugned rules/ regulations/ forms/ communications attempt to prevent the plaintiff from participating in any events/ tournaments organized by third-parties. Therefore, the said rules/ regulations/ forms/ communications impose restrictions upon the plaintiff and the same are in restraint of trade of the plaintiff in violation of Section 27 of the Indian Contract Act, 1872.

18. Counsel for the plaintiff submits that being a professional golfer, no restriction can be imposed upon the plaintiff from participating in any third-party tournaments.

19. Issue notice.

20. Notice is accepted by counsel for the defendant.



21. Mr. Rajiv Nayar, senior counsel appearing on behalf of the defendant, submits that the only restriction sought to be imposed by the defendant upon its members is that its members shall not play in a competing tournament which is held on the same dates as the tournament organised by the defendant. He further submits that this is a standard global practice adopted by various golf associations across the world and is, therefore, not in restraint of trade.

22. For the sake of convenience, the impugned Rule 1.10 of the PGTI Handbook is set out below:

“1.10 CONFLICTING EVENTS

The PGTI recognizes the individual rights of all members of PGTI operating as independent contractors. The PGTI therefore recognizes and warrants to all members that at no time does it holdout to tournament sponsors and/or promoters, the guaranteed appearance or entry of any individual Member.

Notwithstanding the above fact, the PGTI requires all members to submit themselves to the following conflicting events regulations to ensure that the PGTI may remain in a position to fulfill at all times, its collective obligations in respect of representative fields.

a) Members of the PGTI shall not compete in any tournament or exhibition match, whether private or public, scheduled during the week (Monday-Sunday) of a PGTI Order of Merit Tournament without the written permission of the CEO, Director - Operations.

b) The member must send a written request for release to the CEO, Director Operations at least 14 days before the close of entries of the particular PGTI Order of Merit Tournament, if he wishes to participate in a conflicting event. Members will remain entered in the PGTI Order of Merit tournament until they officially withdraw from the tournament.

c) A release will normally be granted, if a PGTI Member is competing in tournament in any Member Tour of the Federation of Tours, where the PGTI Member holds a playing card for that tour and provided there is no PGTI Tournament being held during that week i.e. it is a free week.

d) Should a member request a release and be denied and then play in a conflicting tournament, the member shall be liable to immediate suspension and/or a fine.”

[emphasis supplied]

23. Mr. Nayar submits that the defendant would have no objection to the



plaintiff participating in any golf tournament, the dates of which do not clash with the dates of the event/ tournament being organised by the defendant. He further submits that even in respect of the tournaments, the dates of which are clashing with the defendant's tournament, the plaintiff is free to apply for permission from the defendant in accordance with its Rules and Regulations.

24. The aforesaid statement is taken on record and the defendant shall be bound by the same. Needless to state, the plaintiff would be at liberty to approach this Court in the event he is denied such permission for participation in any third-party tournaments. This would be without prejudice to the rights of the defendant.

25. Mr. Sethi submits that there should also be no restriction on the plaintiff from entering into contract with third-parties organising golf tournaments.

26. Mr. Nayar submits that the defendant's Rules and Regulations do not place any such restriction on the plaintiff and therefore the plaintiff is free to enter into contracts with third-parties organizing golf tournaments.

27. Counsel for the plaintiff has also impugned Rule 12(6) of the MoA, which is set out below:

"The Governing Body may suspend any member with immediate effect who decides to file any litigation of any nature whether civil or criminal against the Governing Body or the Association and be expelled by the Governing Body by vote of two-thirds majority of members present in person and entitled to vote."

28. Insofar as the plaintiff's challenge to Rule 12(6) of the MoA and the corresponding clause in Handbook Regulations is concerned, Mr. Nayar fairly submits that the defendant shall not enforce the said Rule during the pendency of the present suit.

29. Mr. Sethi submits that the defendant's Registration Form required to be signed by its members contains a declaration that imposes unreasonable



restrictions. For ease of reference, the Declaration contained in the defendant's Registration Form are set out below:

"Declaration

I, the undersigned, hereby declare and affirm as a Member of the Professional Golf Tour of India (PGTI), that:

- 1. I shall abide by the Rules, Regulations, Constitution, and Handbook of the Society in both letter and spirit.*
- 2. I shall not engage in, support, or associate with any activity, event, or organisation that is detrimental to the interests, integrity, or objectives of the Society.*
- 3. I understand that as a member of the PGTI, I shall not participate in any professional golf event that conflicts with official PGTI-sanctioned tournaments, without prior written approval from the CEO/ Tournament Director PGTI, as per Clause 1.10 of the PGTI Handbook.*
- 4. I acknowledge that any breach of this declaration may result in disciplinary action in accordance with the PGTI Constitution, which may include suspension, fines, or termination of membership.*
- 5. I hereby declare that I have not signed or entered into any agreement or commitment with any organisation, tour, or league in India that proposes to conduct events involving professional Golfers in conflict with the PGTI calendar, nor have I authorised any individual to do so on my behalf.*
- 6. I agree to abide by the rules & Regulations of the PGTI."*

[emphasis supplied]

30. It is clarified that the filling of the Registration Form of the defendant (at page no. 192 of the documents filed with the plaint) by the plaintiff would not act as an estoppel against the plaintiff.

31. Reply(ies) be filed within four (4) weeks.

32. Rejoinder(s) thereto, if any, be filed within two (2) weeks thereafter.

33. List before the Joint Registrar on 8th October, 2025, for completion of service and pleadings.

34. List before the Court on 9th December, 2025.

AMIT BANSAL, J

JULY 31, 2025

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