

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD
(Special Original Jurisdiction)**

MONDAY, THE FIFTEENTH DAY OF JUNE
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE NAGESH BHEEMAPAKA

WRIT PETITION NO: 7163 OF 2026

Between:

MAHMOOD CRICKET CLUB, represented by its Secretary IMRAN MAHMOOD, Registration No. 38 of 2018, having registered office at 2nd Floor, Mahmood Complex, 1-7-347 to 349, Parklane, Secunderabad - 500003.

...PETITIONER

AND

1. THE HYDERABAD CRICKET ASSOCIATION, represented by its Chief Executive Officer, having office at Rajiv Gandhi International Cricket Stadium, Uppal, Hyderabad.
2. SINGLE MEMBER COMMITTEE, the Hyderabad Cricket Association, represented by its having office at Rajiv Gandhi International Cricket Stadium, Uppal, Hyderabad

...RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to grant a Writ, Order or Direction, more particularly in the nature of Writ of Mandamus, declaring the inaction on the part of the Respondents in implementing the Order dated 07.05.2025, passed by the Hon'ble Ethics Officer and Ombudsman (Addl. Charge) of the Respondent No.1 Association in Case No. 41 of 2025, directing the Respondent No.1 to pay development fund of Rs. 3,00,000/- (Rupees Three Lakhs Only) per year to each of the private affiliated clubs from the financial year 2017-18 onwards within a period of 8 weeks from the date of the said Order, as illegal, arbitrary and violative of Articles 14 and 21 of the Constitution of India, and consequently direct the Respondents to implement and comply with the Order dated 07.05.2025, passed by the Hon'ble Ethics Officer and Ombudsman (Addl. Charge) of the Respondent No.1 herein (Hyderabad Cricket Association) in Case No. 41 of 2025 and pay the development fund of Rs. 3,00,000/- (Rupees Three Lakhs Only) per year to the Petitioner from the financial year 2017-18 onwards, amounting to a

total of Rs. 27,00,000/- (Rupees Twenty Seven Lakhs Only) for the period from 2017-18 to 2025-26.

I.A. NO: 1 OF 2026

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the Respondents to forthwith implement and comply with the Order dated 07.05.2025, passed by the Honorable Ethics Officer and Ombudsman (Addl. Charge) of the Respondent No.1 in Case No. 41 of 2025.

Counsel for the Petitioner: SRI ZEESHAN ADNAN MAHMOOD

Counsel for the Respondents: SRI V. RAJENDER RAO

The Court made the following: ORDER

**IN THE HIGH COURT OF JUDICATURE FOR THE STATE OF
TELANGANA
HON'BLE SRI JUSTICE NAGESH BHEEMAPAKA**

WRIT PETITION No. 7163 OF 2026

15.06.2026

Between:

Mahmood Cricket Club,
Rep. by its Secretary
Imran Mahmood

..... Petitioner

And

The Hyderabad Cricket Association,
Rep. by its Chief Executive Officer & another

..... Respondents

ORDER:

Heard Sri Zeeshan Adnan Mahmood, learned counsel for Petitioner, Sri V. Rajender Rao, learned Standing Counsel for Respondent No. 1 and learned counsel for Respondent No. 2, and perused the record.

2. It is the case of petitioner that it is a Society duly registered under the Telangana Societies Registration Act, 2001, bearing Registration No. 38 of 2018, having been registered on 01.02.2018, and is affiliated to Respondent No. 1 Association and engaged in promoting and developing the game of cricket in the State of Telangana. Respondent No. 1 is a Society bearing

Registration No. 207 of 1961, formed for the purpose of controlling and improving the quality and standards of cricket throughout Telangana. The objects of Respondent No. 1, as set out in Clauses 2(b) and 2(u)(i) of the Memorandum of Association and Rules and Regulations, 2018, include the provision of measures necessary for promotion and development of the game of cricket, and the grant or donation of such sums for such causes as would be deemed fit by the Hyderabad Cricket Association conducive to the promotion of the game of cricket.

2.1. It is the further case of petitioner that Respondent No. 1 Association is amenable to writ jurisdiction under Article 226 of the Constitution, as it discharges paramount public functions and exercises pervasive control over the sport of cricket in the State. The Hon'ble Supreme Court in ***Board of Control for Cricket in India v. Cricket Association of Bihar***¹, held that a writ petition is maintainable against the Board of Control for Cricket in India, since it performs public functions, and a Division Bench of this Court in ***M. Govind***

¹ (2015) 3 SCC 251

Reddy v. Hyderabad Cricket Association², applied the same principle to Respondent No. 1 within the State of Telangana.

2.2. According to petitioner, the General Body of Respondent No. 1 had, over the years, passed several resolutions granting development funds to affiliated clubs. In the 76th Annual General Meeting held on 22.08.2010, the General Body decided to grant Rs. 1,00,000/- to all the Affiliated Clubs for purchase of cricket materials every year. In the 77th Annual General Meeting held on 07.08.2011, on persistent requests from the members, it was decided to grant Rs. 2,00,000/- each to all the Affiliated Clubs for development of the game and purchase of cricket materials for the year 2011-12. In the 81st Annual General Meeting held on 13.09.2015 at Item No. 4 Clause (b), the General Body resolved that a consolidated amount of Rs. 4,00,000/- be paid for the year 2014-15 to all the Affiliated Clubs as Cricket Development Fund and further resolved that for the future, a development fund of Rs. 3,00,000/- shall be paid to all the private clubs and cricket material to institutions, which arrangement was acknowledged and approved by the members.

² (2017) 3 ALT 506 (DB)

2.3. It is the further case of petitioner that Respondent No. 1 paid the development fund of Rs. 3,00,000/- per annum to petitioner and to the other private affiliated clubs for the financial years 2015-16 and 2016-17, but from the financial year 2017-18 onwards, Respondent No. 1 has arbitrarily, illegally and without any valid reason, failed to pay the said development fund despite persistent demands. At the 86th Annual General Body Meeting held on 18.02.2024, Secretary of Petitioner Club requested release of Rs. 5,00,000/- to all the clubs for cricket development, and the Chairperson assured that necessary cricket equipment and material would be provided, however, no payment ensued.

2.4. Petitioner states that aggrieved by the inaction of Respondent No. 1, they filed Case No. 41 of 2025 before the Hon'ble Ethics Officer and Ombudsman (Additional Charge) of Respondent No. 1 Association who, by Order dated 07.05.2025, recorded that Respondent had not disputed the Resolutions passed by the General Body in the Minutes of the 77th Annual General Meeting at Item No. 5, the 81st Annual General Meeting at Item No. 4 Clause (b), and the 86th Annual General Body Meeting at para 8(6); no reasons were forthcoming for non-implementation of the resolution of the 81st Annual General

Body Meeting dated 13.09.2015, and private clubs were entitled to payment of the development fee of Rs. 3,00,000/- per annum from 2017-18 onwards. The operative portion of the Order dated 07.05.2025 reads as follows:

" 10. Having met the General Body Resolution dated 13.09.2015 held regards facts and circumstances the respondent is directed to implement its 81 Annual General Body Meeting at Item No.4 (b) and pay the development fee of Rs.3 lakhs per year to each of the private Club from 2017-18 onwards as expeditiously as possible within a period of 8 weeks"

2.5. It is the further case of petitioner that eight weeks prescribed in the Order dated 07.05.2025 expired on or about 02.07.2025; despite the lapse of nearly ten months thereafter, and despite repeated representations made by petitioner, including distribution of copies of the Order to all members at the Annual General Meeting of Respondent No. 1, Respondents have willfully failed to comply with the said Order. The total sum payable to petitioner as development fund for the financial years 2017-18 to 2025-26, calculated at Rs. 3,00,000/- per annum for nine financial years, comes to Rs. 27,00,000/-. It is the further case of petitioner that while Respondents have stonewalled implementation of the Order of the Ombudsman, Respondent No. 1 has, on 04.02.2026 and 07.02.2026, caused six Demand Drafts to be issued through Canara Bank,

Dilsukhnagar Branch, Hyderabad, aggregating to Rs. 68,73,19,584/- (Rupees Sixty-Eight Crores Seventy-Three Lakhs Nineteen Thousand Five Hundred and Eighty-Four), in favour of M/s Visaka Industries Limited, deposited before the Principal Special Court in the cadre of District Judge for Trial and Disposal of Commercial Disputes at Hyderabad, pursuant to the Order dated 24.11.2025 passed in CEP No. 22 of 2025. Petitioner states that the selective compliance of Respondent No. 1, in promptly disbursing a sum in excess of Rs. 68 crores in favour of a private commercial entity while simultaneously withholding the comparatively modest development fund payable under a binding Order of its own Ombudsman, is manifestly arbitrary, discriminatory and violative of Articles 14 and 21 of the Constitution of India.

3. Respondent No. 1 - HCA filed counter opposing the Writ Petition. The gist of the case set out in the Counter Affidavit is as follows:

Payment of development funds to the clubs of Respondent No. 1 - Association is their internal policy decision and the same cannot be subjected to judicial interference under Article 226; there is no element of public function involved in the said internal policy decision, which is a private

administrative action, and the present Writ Petition is therefore, not maintainable. Reliance is placed on the judgment of the High Court of Delhi in ***Paralympic Committee of India v. Naresh Kumar Sharma***³, for the proposition that internal policy decisions of sports associations are not amenable to interference under Article 226 unless there is manifest arbitrary or *mala fide* action.

3.1. It is stated, Apex Council Meeting was held on 16.03.2026, in which the Apex Council unanimously resolved to grant Rs. 3,00,000/- towards development fees to all registered and recognised clubs of Respondent No. 1 - Association for the financial year 2026-27. With respect to the development funds for the years 2017-18 to 2024-25, the said issue would be placed before the General Body Meeting consisting of all recognised clubs of the Association to take appropriate action. The decision in regard to the past years primarily depends upon the funds available with the Hyderabad Cricket Association and the funds to be received from the Board of Control for Cricket in India. The qualification of availability of funds is supported by the decisions taken in the Annual General Meetings of Respondent No. 1, including resolution at the 76th Annual

³ 2018 SCC OnLine Del 8443

General Meeting held on 22.08.2010, which records that grant of Rs. 1,00,000/- to all affiliated clubs was decided "subject to the availability of funds and depending upon the funds received from the Board of cricket Control of India".

3.2. There are more than 200 cricket clubs recognized by Respondent No. 1 - Association and payment of development funds for the current year itself amounts to over Rs. 6 crores. Petitioner's calculation of Rs. 27,00,000/- as the outstanding amount is disputed, inasmuch as the said period also includes the period of limited cricket activity occasioned by Covid-19 pandemic. Payment of Rs. 68,73,19,584/- to M/s Visaka Industries Limited was, admittedly, pursuant to the Order dated 24.11.2025 passed by the Principal Special Court in CEP No. 22 of 2025, has no bearing on the facts of the present case, and has been raised with the sole intention of creating prejudice against Respondent No. 1.

3.3. Respondent No. 2 has not filed any separate counter traversing the case of Petitioner.

4. Learned counsel for petitioner has advanced the following submissions:

(i) Respondent No. 1 Association, being a society which exercises pervasive and exclusive control over the game of cricket in the State of Telangana, discharges public functions

and is amenable to writ jurisdiction of this Court under Article 226. The question of maintainability stands concluded in favour of petitioner by the Division Bench of this Court in **M. Govind Reddy v. Hyderabad Cricket Association**⁴, which has been followed by a learned Single Judge of this Court in **Sardar Daljeet Singh v. The State of Telangana** MANU/TL/0228/2025.

(ii) The Hon'ble Ethics Officer and Ombudsman is the independent grievance redressal authority of Respondent No. 1 Association, constituted under its Rules and Regulations. The Order dated 07.05.2025 passed by the Hon'ble Ethics Officer and Ombudsman is a quasi-judicial order. The said Order has not been challenged by Respondent No. 1 before any forum, has attained finality, and binds Respondent No. 1 Association.

(iii) The attention of this Court was drawn to Rule 41(3) to contend that decision of the Ombudsman shall be final and binding and shall come into force forthwith on being pronounced and delivered.

(iv) It was submitted on behalf of petitioner that conduct of Respondent is manifestly violative of Article 14 of the Constitution. Learned counsel pointed out that whereas respondent acted with promptitude in giving effect to the Order passed by the Ombudsman in the matter relating to the appointment of Amarnath as President, Respondent has, in stark contrast, wantonly and deliberately delayed implementation of the order passed in favour of the Member Clubs. It was contended that such selective and discriminatory

⁴ (2017) 3 ALT 506 (DB)

implementation of Orders emanating from the same authority shows a clear lack of fairness and reasonableness, and amounts to discrimination offending the equality clause enshrined in Article 14.

(v) The plea of Respondent No. 1 that payment of development fund for the years 2017-18 to 2024-25 is to be placed before the General Body for fresh consideration is impermissible in law, since it amounts to revisiting and unsettling a binding Order of the Ombudsman through a subordinate body, which is not contemplated under the Rules and Regulations of the Respondent No. 1.

(vi) The plea of want of funds raised by Respondent No. 1 is hollow on the face of the record, since Respondent No. 1 has admittedly, disbursed a sum in excess of Rs. 68 crores in favour of M/s Visaka Industries Limited on 04.02.2026 and 07.02.2026, at a point in time when the Order of the Ombudsman dated 07.05.2025 had remained unimplemented for nearly a year.

(vii) The conduct of Respondent No. 1 in selectively complying with the obligations that benefit a commercial entity while withholding comparatively modest payments due to the affiliated clubs under a binding Order of its own Ombudsman is manifestly arbitrary, discriminatory and violative of Article 14 of the Constitution of India, and warrants intervention of this Court.

5. Learned counsel appearing for Respondent No. 1 has, in support of the counter, made the following submissions:

(i) The Writ Petition is not maintainable since payment of development funds is an internal policy decision of the Respondent No. 1 Association, in respect of which the scope of judicial review is confined to instances of manifest arbitrariness or mala fides, as held by the High Court of Delhi in ***Paralympic Committee of India v. Naresh Kumar Sharma***⁵.

(ii) Respondent No. 1 is in the process of implementing resolution of the Apex Council dated 16.03.2026 for payment of the development fund of Rs. 3,00,000/- per annum to all registered and recognized clubs for the financial year 2026-27, and the question of payment for the past years from 2017-18 to 2024-25 will be placed before the General Body for appropriate action, having regard to the availability of funds with the Respondent No. 1 and the funds to be received from the Board of Control for Cricket in India.

(iii) Petitioner's calculation of Rs. 27,00,000/- towards arrears is disputed, since the said period includes the years of limited cricket activity occasioned by Covid-19 pandemic, during which the question of payment of any development fund did not arise.

(iv) The payment of Rs. 68,73,19,584/- in favour of M/s Visaka Industries Limited was made in compliance with the Order dated 24.11.2025 of the Principal Special Court in CEP No. 22 of 2025 and has no bearing upon the present case.

6. The following points arise for consideration in this Writ Petition:

⁵ 2018 SCC OnLine Del 8443

(1) Whether this Writ Petition against Respondent No. 1, being a society registered under the A.P. (T.A.) Public Societies Registration Act, 1350 Fasli, is maintainable under Article 226 of the Constitution of India?

(ii) Whether the Respondents are bound to implement the Order dated 07.05.2025 passed by the Hon'ble Ethics Officer and Ombudsman (Additional Charge) of the Respondent No. 1 Association in Case No. 41 of 2025, and pay the development fund of Rs. 3,00,000/- per annum to the Petitioner from the financial year 2017-18 onwards?

(iii) To what relief?

7. **Point No. (i):**

The first question that falls for consideration is whether the present Writ Petition under Article 226 of the Constitution is maintainable against Respondent No. 1 - Association. Article 226 confers upon this Court the power to issue writs, including writs in the nature of mandamus, to any person or authority for the enforcement of fundamental rights and for any other purpose. The amenability of a non-statutory body to the writ jurisdiction of this Court depends not upon the legal status of the body, but upon the nature of the functions discharged by it.

8. The Hon'ble Supreme Court in ***Board of Control for Cricket in India v. Cricket Association of Bihar***⁶, has held that the Board of Control for Cricket in India, being a body which exercises pervasive control over the game of cricket, regulates and controls the game to the exclusion of all others, formulates rules and regulations governing the sport, and discharges duties of a public character with the tacit support of the State, is amenable to the writ jurisdiction of the High Court under Article 226.

9. The Division Bench of this Court in ***M. Govind Reddy v. Hyderabad Cricket Association***⁷, has applied the said principle to the Respondent No. 1 - Association in terms. The relevant portion of the said judgment is extracted hereunder:

" 20. Just like the BCCI, HCA is also a registered society administering cricket in Hyderabad. It holds complete sway over cricket in the State of Telangana, and has exclusive authority to select the Hyderabad cricket team. It controls the Rajiv Gandhi cricket stadium at Uppal. As the functions discharged by HCA are public functions, it is amenable to the jurisdiction of this Court under Article 226 of the Constitution of India."

10. The said position has been recently reiterated by this Court in ***Sardar Daljeet Singh v. The State of***

⁶ (2015) 3 SCC 251

⁷ (2017) 3 ALT 506 (DB)

accordingly held to be maintainable. Point No. (i) is answered in favour of Petitioner.

14. **Point No. (ii):**

Having held the Writ Petition to be maintainable, this Court proceeds to examine whether Respondents are bound to implement the Order dated 07.05.2025 passed by the Hon'ble Ethics Officer and Ombudsman (Additional Charge) of Respondent No. 1 in Case No. 41 of 2025.

15. The Hon'ble Ethics Officer and Ombudsman is constituted under the Rules and Regulations of Respondent No. 1 Association as the independent grievance redressal authority of the Association, to adjudicate, *inter alia*, disputes between the Association and its Members. The Hon'ble Supreme Court in ***Santhosh Karunakaran v. Ombudsman cum Ethics Officer, Kerala Cricket Association***⁸, while dealing with the proceedings of the Ombudsman of the Kerala Cricket Association, has affirmed that proceedings of an Ombudsman of a cricket Association are amenable to judicial scrutiny. The orders of the Ombudsman, once passed, bind the Association and its members until set aside in accordance with law. It follows that Respondent No. 1, having itself constituted the said

⁸ 2025 INSC 906

authority under its own Rules and Regulations and having submitted to its jurisdiction in Case No. 41 of 2025, cannot thereafter, treat adjudication of that authority as a mere recommendation, open to acceptance or rejection at its pleasure.

16. On a careful consideration of the Order dated 07.05.2025, this Court finds that the Hon'ble Ethics Officer and Ombudsman has recorded the following findings. Firstly, Respondent No. 1 did not dispute the resolutions passed by the General Body in the Minutes of the 77th Annual General Meeting at Item No. 5, the 81st Annual General Meeting at Item No. 4 Clause (b), and the 86th Annual General Body Meeting at para 8(6), and the averments of petitioner in that regard could not be disputed. Secondly, no reasons were forthcoming for non-implementation of the resolution of the 81st Annual General Body Meeting dated 13.09.2015. Thirdly, Rs. 3,00,000/- per annum was paid to each of the clubs in 2015-16 and 2016-17, but was not paid from 2017-18 onwards. On these findings, the operative portion of the Order directs Respondent No. 1 to implement General Body Resolution dated 13.09.2015 passed at the 81st Annual General Body Meeting at Item No. 4(b) and to pay the development fee of Rs. 3,00,000/- per year to each of

the private Clubs from 2017-18 onwards within a period of eight weeks.

17. It is not in dispute that the said Order has not been challenged by Respondent No. 1 before any forum, and the same has attained finality. It is also not in dispute that the period of eight weeks prescribed in the Order expired on or about 02.07.2025, and no payment has been made to petitioner pursuant to the said Order till date. It is trite that an order which has attained finality binds the party against whom it operates, and it is not open to such party to sit in appeal over the said order or to defer compliance therewith indefinitely.

18. During the course of hearing, this Court had inquired from the learned Standing Counsel appearing for Respondent No. 1, as to whether Respondent No. 1 - Association is, in any manner, aggrieved by the Order dated 07.05.2025 passed by the Hon'ble Ethics Officer and Ombudsman (Additional Charge) in Case No. 41 of 2025. Learned Standing Counsel, candidly and categorically submitted before this Court that Respondent No. 1 is not aggrieved by the said Order, and that no appeal or challenge has been preferred against the same before any forum. The said submission is placed on record and places the matter beyond the pale of controversy, inasmuch as

Respondent No. 1, by its own showing, does not question the correctness of the Order dated 07.05.2025, and the only question that survives for consideration is that of its implementation.

19. The case set up by Respondent No. 1 in the counter, as appearing in paragraphs 6 and 8 thereof, is that the question of payment of development fund for 2017-18 to 2024-25 will be placed before the General Body Meeting consisting of all full members of Hyderabad Cricket Association to take appropriate action, and the decision in that regard primarily depends upon the funds available with Respondent No. 1 and the funds to be received from the Board of Control for Cricket in India. The contention does not commend itself to this Court for the following reasons.

20. First, the entitlement of the Full Members of Respondent No. 1 including Petitioner to the development fund of Rs. 3,00,000/- per annum from the financial year 2017-18 onwards is not in the realm of fresh consideration. It has been judicially determined by the Hon'ble Ethics Officer and Ombudsman of Respondent No. 1, who is the constituted grievance redressal authority of the Association, by Order dated 07.05.2025. The Order is final and binding. To remit a settled

entitlement for fresh consideration by the General Body is, in substance, to permit a subordinate body to revisit, modify or set aside the Order of the Ombudsman, which is not contemplated under the Rules and Regulations of the Respondent No. 1, and is impermissible in law. It is settled law that once an order is passed by the competent grievance redressal authority and has attained finality, the only legitimate course open to the body bound by such order is to implement the same or challenge it in a forum of superior jurisdiction. Respondent No. 1, having neither implemented the Order dated 07.05.2025 nor questioned it before a forum of competent jurisdiction, cannot be permitted to reopen a matter that already stands concluded by a final and binding adjudication of its own grievance redressal authority.

21. Secondly, the qualification of 'availability of funds' and 'depending upon the funds received from the Board of Control for Cricket in India' relied upon by Respondent No. 1 is a qualification appended to the resolution of the 76th Annual General Meeting held on 22.08.2010, which granted Rs. 1,00,000/- per annum. The resolution of the 81st Annual General Meeting dated 13.09.2015 at Item No. 4 Clause (b), upon which the Order of the Ombudsman is founded, contains

no such qualification. The said resolution records that 'for the future, development fund of 3 lakhs will be paid to all the private clubs and cricket material to institutions' and the same was acknowledged and approved by the members. The conduct of Respondent No. 1 in paying the said amount without demur for the financial years 2015-16 and 2016-17 is the best exposition of its own understanding that the said resolution was unconditional. The Hon'ble Ethics Officer and Ombudsman, in the Order dated 07.05.2025, has expressly recorded that no reasons were forthcoming for the non-implementation of the said resolution, which implies that the plea of want of funds was either not raised before the Ombudsman or was not accepted by him. The Respondent No. 1, not having questioned the said Order, cannot be permitted to resurrect the plea of want of funds in collateral proceedings before this Court.

22. Thirdly, the plea of want of funds is, in any event, falsified by the admitted conduct of Respondent No. 1. It is not in dispute that on 04.02.2026 and 07.02.2026, Respondent No. 1 caused six Demand Drafts to be issued through Canara Bank, Dilsukhnagar Branch, Hyderabad, aggregating to Rs. 68,73,19,584/-, in favour of M/s Visaka Industries Limited. Respondent No. 1 itself, in paragraph 11 of the counter, admits

the said payment, while explaining it as having been made pursuant to the Order dated 24.11.2025 of the Principal Special Court in CEP No. 22 of 2025. Whether the said payment was made under court compulsion or otherwise is not material for the present purpose. The material fact is that Respondent No. 1 was, in February 2026, in a position to mobilise and disburse a sum in excess of Rs. 68 crores in favour of a private commercial entity, while contemporaneously withholding the comparatively modest sum of Rs. 3,00,000/- per annum payable to petitioner under the binding order of its own Ombudsman, which had remained unimplemented for over nine months as on that date. The plea of want of funds raised by Respondent No. 1 before this Court is therefore, hollow and is rejected.

23. It is settled law that an authority which discharges public functions is bound to act in conformity with Article 14 of the Constitution and is precluded from picking and choosing the obligations which it would honour and those which it would not. The Hon'ble Supreme Court in **Board of Control for Cricket in India v. Cricket Association of Bihar** (supra) has held that all actions of such a body, when subjected to scrutiny, are to be judged by the standards and principles that govern similar actions taken by the State or its instrumentalities.

Tested on this anvil, the conduct of Respondent No. 1 in promptly disbursing Rs. 68 crores in favour of a commercial entity while withholding the development fund payable to petitioner under a binding Order of its own Ombudsman is manifestly arbitrary, discriminatory and violative of Article 14 of the Constitution of India.

24. The objection of Respondent No. 1 to petitioner's calculation of Rs. 27,00,000/- as arrears, on the ground that the said period includes the period of limited cricket activity occasioned by the Covid-19 pandemic, is without substance. The resolution of the 81st Annual General Meeting dated 13.09.2015, as understood and implemented by Respondent No. 1 itself in the financial years 2015-16 and 2016-17, is not conditioned upon any specified level of cricket activity in a given year. The Order of the Ombudsman dated 07.05.2025 directs payment of Rs. 3,00,000/- per year from 2017-18 onwards in terms, without exception or modification. Petitioner's calculation, being Rs. 3,00,000/- per annum for nine financial years from 2017-18 to 2025-26, totalling Rs. 27,00,000/-, flows arithmetically from the said Order. The objection of Respondent No. 1 is accordingly overruled.

25. Suffice it to state that Respondent No. 1, being a body that discharges public functions, is bound to implement the Order dated 07.05.2025 passed by its own Hon'ble Ethics Officer and Ombudsman in true letter and spirit. The continued inaction of Respondents in implementing the said Order is illegal, arbitrary and violative of Article 14 of the Constitution and warrants issuance of a Writ of Mandamus. It is well-settled that a Writ of Mandamus lies to compel a body amenable to Article 226 to discharge an obligation which it is in law bound to perform, and the persistent failure of Respondent No. 1 to give effect to a final and binding order of its own Ombudsman, in respect of which no challenge has ever been laid, is a fit case for the exercise of that jurisdiction. Point No. (ii) is answered accordingly in favour of Petitioner.

26. **Point No. (iii):**

In light of the foregoing discussion and for the reasons recorded hereinabove, this Court is of the considered opinion that Petitioner has made out a case warranting interference by this Court in exercise of its writ jurisdiction. Consequently, the Writ Petition is allowed. Respondents are directed to implement and comply with the Order dated 07.05.2025 in its true letter and spirit, and to pay the

development fund of Rs. 3,00,000/- per annum from the financial year 2017-18 onwards, amounting to a total of Rs. 27,00,000/- for the period from the financial year 2017-18 to the financial year 2025-26 to each of the private clubs of Respondent No. 1, within eight weeks from the date of receipt of a copy of this Order. No costs.

27. Consequently, the miscellaneous Applications, if any shall stand closed.

//TRUE COPY//

**SD/-A.V.S. PRASAD
DEPUTY REGISTRAR**

SECTION OFFICER

To,

1. The Chief Executive Officer, THE HYDERABAD CRICKET ASSOCIATION, having office at Rajiv Gandhi International Cricket Stadium, Uppal, Hyderabad.
2. SINGLE MEMBER COMMITTEE, the Hyderabad Cricket Association, The office at Rajiv Gandhi International Cricket Stadium, Uppal, Hyderabad
3. One CC to SRI ZEESHAN ADNAN MAHMOOD, Advocate [OPUC]
4. One CC to SRI V. RAJENDER RAO, Advocate [OPUC]
5. Two CD Copies

BN

BS

[Handwritten signature]

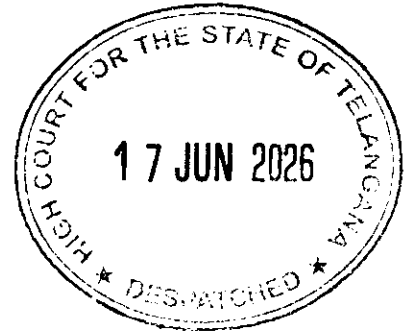
CC TODAY

HIGH COURT

DATED: 15/06/2026

ORDER

WP.No.7163 of 2026



**ALLOWING THE WRIT PETITION
WITHOUT COSTS**

(7)
kpr
17/6/26