

IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION
(SPECIAL ORIGINAL JURISDICTION)

WRIT PETITION NO. 3669 OF 2016

IN THE MATTER OF

An application under Article 102 of the
Constitution of the People's Republic of
Bangladesh

-AND-

IN THE MATTER OF:

Lt. Sheikh Jamal Dhanmondi Club Ltd.
... Petitioner

-Versus-

The Secretary, Ministry of Youth and
Sports, Government of the People's
Republic of Bangladesh and others
... Respondents

Mr. A. Baset Majumder with
Mr. Md. Ruhul Quddus, Advocates
.....For the Petitioner

Mr. Mohammad Mehedi Hasan Chowdhury with
Mr. Sheikh Fazle Noor Taposh, Advocates
... For the respondent No. 3

Mr. Omar Sadat, Advocate
... For the respondent No. 4

Mr. Mustafizur Rahman Khan, Advocate
... For the respondent Nos. 5-7, 9 and 10

Mr. Md. Muniruzzaman, Advocate
... For the respondent Nos. 8 and 11

Mr. Md. Mokhleshur Rahman, D.A.G.
.....For the Respondent No. 1

Heard on: 07.04.2016, 10.4.2016,
11.4.2016, 12.4.2016 and
Judgment on: 13.4.2016

Present:
Mr. Justice Quamrul Islam Siddique
and
Mr. Justice Razik-Al-Jalil

Quamrul Islam Siddique, J:

In this application under Article 102 of the Constitution of the People's Republic of Bangladesh, a Rule Nisi was issued calling upon the respondents to show cause as to why the failure of respondent Nos. 2 and 3 to return respondent Nos. 4-11, football players to the Petitioner-Club on 19.01.2016 after the Bangabandhu Gold Cup International Football Tournament, 2016 was over as promised by respondent No. 3, vide its letter under Memo No. 3655/BFF-Bangladesh Premier League/2015 dated 29.12.2015 (Annexure-F) and inaction of respondent Nos. 2 and 3 to take any effective measures to return respondent Nos. 4-11 to the Petitioner-Club despite the Petitioner Club's repeated requests made to respondent No. 3, vide Memo No. 0040/2016 (SJDCL) dated 24.01.2016, Memo No. 0042/2016 (SJDCL) dated 25.01.2016, Memo No. 0055/2016 (SJDCL) dated 02.02.2016 and Memo No. 0085/2016 (SJDCL) dated 19.03.2016 (Annexure-H,

H-1, H-3 and H-4 respectively) should not be declared to have been made without lawful authority and are of no legal effect and / or such other or further order or orders passed as to this Court may seem fit and proper.

At the time of issuance of the Rule, the petitioner, however, obtained an interim order directing respondent Nos. 2 and 3 not to allow respondents No. 4-11 to play any football tournament on behalf of any other club/clubs other than the petitioner-Club.

The facts leading to the issuance of the Rule, in brief, are: The Petitioner-Club is a renowned football club of Bangladesh. As per Article 5(2) of the 'Statutes of the Bangladesh Football Federation (hereinafter referred to as "the BFF") respondents No. 4-11 are registered players of the BFF. Respondents Nos. 4-11 entered into a contract with the Petitioner-Club with effect from 10.12.2014 till the end of football season and filled up the prescribed player Registration Form of the BFF for the season 2014-2015 with distinct serial number for every players. On 10.12.2014, the Petitioner-Club signed the contract with respondent Nos. 4-11 and respondent No. 4-11 duly signed on the prescribed Contract Form supplied by the BFF (Annexure-C). As per the contract between the Petitioner-Club and the respondents

Nos. 4-11, the period of contract would continue till the end of football season of 2014-2015. The season continued till 28.1.2016. The transfer of players started on 28.1.2016 and it continued till 20.03.2016. The Petitioner-Club was preparing its football players including respondent Nos. 4-11 for upcoming games including the AFC Cup to be held in March, 2016. Respondent No. 3, vide its letter dated 26.11.2015 (Annexure-D to the Writ Petition) informed the Petitioner-Club that SAFF SUZUKI Cup Tournament, 2015 would be held in Kerala, India under the management of South Asian Football Federation. Bangladesh National Team would participate in the tournament. For this a total of 28 footballers were primarily selected for joining in the residential camp for Bangladesh National team to form the Bangladesh National Team. The said list included top 12 players from the Petitioner-Club. Respondent No. 3 requested the Petitioner-Club to release 12 of its players including respondent Nos. 4-11 and report to the team manager of Bangladesh National Team at BKSP on 29.11.2015 (Annexure-D). In pursuance to the said letter of respondent No. 3 dated 26.11.2015, the Petitioner-Club released total 13 players contracted with the Petitioner-Club by its letter dated 27.12.2015. The Petitioner-Club by its letter

dated 27.12.2015 requested respondent No. 3 to direct respondent Nos. 4-11 to report immediately to the Petitioner-Club after SAFF SUZUKI Cup 2015 was over (Annexure-E). In reply to the petitioner's letter dated 27.12.2015, respondent No. 3, vide its letter dated 29.12.2015 informed the Petitioner-Club that 10 players from the Petitioner-Club were included in the National Football Team who would be coming back to Bangladesh on 31.12.2015 and 01.01.2016 after joining the SAFF SUZUKI Cup Tournament, 2015. Respondent No. 3 also informed the Petitioner-Club that "Bangabandhu Gold Cup International Football Tournament, 2016" would be held from 08.1.2016 to 20.1.2016 under the management of the BFF and total 8 teams would participate in the tournament. Respondent No. 3 requested the Petitioner-Club to release its aforesaid 13 players so that they can join in the residential training camp by 03.01.2016 for forming Bangladesh National Football Team. It was stated that the tournament would continue till 20.1.2016 and respondent No. 3 assured the Petitioner-Club that those players, that is, respondent Nos. 4-11 would return to the Petitioner-Club immediately after conclusion of the tournament (Annexure-F).

Respondent No. 3 failed to return respondent Nos. 4-11 to the Petitioner-Club as promised by him. The Bangladesh National Team lost to Bahrain in the semifinal of Bangabandhu International Football Tournament, 2016 and it was incumbent upon respondent No. 2 and 3 to return respondent Nos. 4-11 immediately to the Petitioner-Club for preparing for the AFC Cup Tournament to be held in March 2016. Respondent Nos. 2 and 3 failed to hand over respondents Nos. 4-11 to the Petitioner-Club. The Petitioner-Club issued two letters dated 24.1.2016 and 25.1.2016 requesting respondent No. 3 to return respondent Nos. 4-11 to the Petitioner-Club. On 2.2.2016 and 19.2.2016, the Petitioner-Club made similar requests to respondent No. 3 for returning respondent Nos. 4-11 to the Petitioner-Club. But despite repeated requests made by the Petitioner-Club, respondent Nos. 2 and 3 have not taken any step to return respondent Nos. 4-11 to the Petitioner-Club as promised by respondent Nos. 2 and 3 in their letter dated 29.12.2015. Without resolving the issue of returning respondent Nos. 4-11 to the Petitioner-Club, respondent No. 3 by his letter dated 22.2.2016 informed the Petitioner-Club that the Independence Cup Football Tournament, 2016 would be commencing from 30.3.2016 and respondent No. 3 requested the

Petitioner-Club to sign and send the attached Participating Team Agreement Form within 10.03.2016. The Petitioner-Club by its letter dated 02.02.2016 clearly informed respondent No. 3 that respondent Nos. 4-11 were paid off fully for the last season and they were paid in advance for the next season and they were bound to play with the Petitioner-Club for the next season, but respondent Nos. 2 and 3 did not take any initiative to return the respondent Nos. 4-11 to the Petitioner-Club. The Petitioner-Club made several requests to respondent Nos. 2 and 3 for returning respondent Nos. 4-11 to the Petitioner-Club. But respondent No. 3 failed to return respondent Nos. 4-11 to the Petitioner-Club. Respondents Nos. 4-11 are under contractual obligation to the Petitioner-Club and respondent Nos. 2 and 3 are under legal obligation to monitor compliance of the contractual obligation of the players but they failed to perform their duties by not returning respondent Nos. 4-11 to the Petitioner-Club as promised by respondent No. 3.

Being aggrieved by and dissatisfied with the failure and the inaction of respondent Nos. 2 and 3 to return respondent Nos. 4-11 to the Petitioner-Club, the Petitioner moved this Court and obtained the instant Rule Nisi.

The petitioner has filed Affidavit-in-Reply against the Affidavit-in-Oppositions filed by the respondents.

In the Affidavit-in-Reply the petitioner has denied the statements made in the Affidavit-in-Oppositions filed by the contesting respondents. It has been stated in the Affidavit-in-Reply that respondent No. 3 stated in his Affidavit-in-Opposition dated 6.4.2016 that the Football season of 2014-2015 ended by December, 2015 and the contract of the players with the Petitioner-Club automatically ended by December, 2015. But this statement of Respondent No. 3 is not correct. In fact, the contract of the Petitioner-Club with respondent Nos. 4-11 continued till 20.1.2016, if not 28.01.2016. As per Regulation 22.3 of the Bangladesh Championship League 2014-2015, the Petitioner-Club had the opportunity to enter into a long term (maximum 5(five years) contract with respondents Nos. 4-11 and in fact with this end in view, the Petitioner-Club entered into a long term contract with respondent No. 4-11 and respondent Nos. 4-11 also accepted the money in advance from the Petitioner-Club. Respondent Nos. 2 and 3 failed to act according to the requests made by the Petitioner-Club. Respondent No. 3 had admitted that they were informed as back as on 03.01.2016 regarding the complaints made

by the Petitioner-Club against three competing clubs and about taking advance money by respondent Nos. 4-11.

In respect of the affidavit-in-opposition dated 10.4.2016 filed by respondent No. 4, the Petitioner-Club has stated that respondent No. 4 has clearly admitted in paragraph 6, 8 and 9 that the Petitioner-Club had lawful contracts with respondents Nos. 4-11 till 20.1.2016. The statements made in paragraph No. 9 that respondent Nos. 4-11 have not received any money from the Petitioner-Club is not true as evident from Annexure-K series.

In respect of affidavit-in-opposition dated 7.4.2016 filed by the respondent Nos. 5-7, 9 and 10, the petitioner stated that these respondents have clearly admitted in paragraph Nos. 5 and 7 of their affidavit-in-opposition dated 7.4.2016 that the Petitioner-Club had lawful contract with respondent Nos. 4-11 till 27.012016.

Respondent Nos. 3, 4, 5-7, 9-10, 8 and 11 have entered appearance by filing Affidavit-in-Opposition controverting all the material statements made in the Writ Petition.

Respondent No. 3 entered appearance by filing a separate affidavit-in-opposition denying the statements made in the writ petition.

The case of respondent No. 3, in short, is that on 19.3.2016, respondent No. 3 after receiving letter dated 19.3.2016 from the Petitioner-Club informed the petitioner that the issue of returning or playing football by respondent Nos. 4-11 in Petitioner-Club has been sent to the Players' Status Committee of the BFF and the decisions of the Players' Status Committee would be communicated to the petitioner in due course. Subsequently, the meetings of the Players' Status Committee held on 23.3.2016, 24.3.2016 and 27.3.2016 in presence of the petitioner, players and concerned authority. The Players' Status Committee requested the Petitioner-Club to send representative of its club with necessary documents. During pendency of the decision of the Players' Status Committee, the Petitioner-Club has filed the instant Writ Petition before this Court on 28.3.2016 and obtained the instant Rule Nisi.

On 27.3.2016, Sheikh Alamgir Kabir (Rana), respondent No. 11 has made a statements stating that he has received an additional amount of Tk.2,00,000/- (two lac) only from the Petitioner-Club and he is ready to return the said money as per direction of the BFF. Jamal Bhuiyan, respondent No. 8, another player, also made a statement on 27.3.2016 stating that though he has played AFC Cup but he did not receive any money from the

Petitioner-Club. Raihan Hassan, respondent No. 6, on 27.3.2016, has also made statement stating that as per direction of the BFF he will refund an amount of Tk.7,00,000/- (Taka seven lac) to the Petitioner-Club. Sohel Rana, respondent No. 10, has also made statement stating that he was compelled to sign some documents on pressure and he is ready to refund the money as per direction of the BFF. Md. Mamunul Islam (Mamun), respondent No. 9, who is the Captain of the Bangladesh National Team made a statement stating that he was taken to Gulshan by force and was compelled to sign some papers. The Petitioner-Club appeared at the hearing of the Players' Status Committee but without waiting for the decision of the Players' Status Committee, the petitioner has moved this Court and obtained the instant Rule Nisi.

Respondent No. 3 has also filed Supplementary Affidavit-in-Opposition reiterating his earlier stand.

Respondent No. 4 has also entered appearance by filing Affidavit-in-Opposition controverting the statement made in the Writ Petition. The case of respondent No. 4, in short, is that according to Clause 22.1 of the Regulations of Bangladesh Premier League, 2014-2015 (Annexure-1 to the Affidavit-in-Opposition filed by respondent No. 4), each player's registration

is only valid until the end of the football season, the date of which shall be determined annually by the BFF. If a club contracts with a player for a longer period, the player must register at the start of each season with the BFF. The tenure of the contract between respondent No. 4 and the Petitioner-Club ended on 20.1.2016. The contract between the Petitioner-Club and the respondent No. 4 expired on 20.1.2016. The Bangabandhu Gold International Football Tournament, 2016 ended on 20.1.2016 and as such there was no scope on the part of the BFF to return the players to the Petitioner-Club. Respondent No. 4 has not received any money from the Petitioner-Club in advance for the season 2015-2016. Respondent No. 4 has not breached the contract by not returning back to the Petitioner-Club. The petitioner without exhausting the remedy available under the Statutes of Bangladesh Football Federation and the Regulations of the Bangladesh Premier League 2014-2015 has filed the instant writ petition and as such the Writ Petition is not maintainable and the Rule is liable to be discharged with costs.

Respondent Nos. 5-7, 9-10 have entered appearance by filing a separate within joint Affidavit-in-Opposition. The case of respondent Nos. 5-7, 9-10, in short, is that the contract between

these respondents and the Petitioner-Club ended on 28.1.2016 and since the contract ended on 28.1.2016, there was no obligation upon the BFF to return these respondents to the Petitioner-Club after 28.1.2016. These respondents have entered into fresh contracts with Chittagong Abahani Limited for the season 2015-2016 and registered with the BFF. The petitioner by its letter dated 7.12.2015 addressed to the Chittagong Abahani Limited requested to lend two(2) players, namely, respondent Nos. 5 and 10 to the Petitioner-Club for the AFC Cup Tournament, 2016 (Annexure-2 of the Affidavit-in-Opposition filed by respondent No. 5, 6, 7, 9 and 10). By this very letter, the petitioner has acknowledged that those players, that is, respondent Nos. 5 and 10 were the registered players of Chittagong Abahani Limited. Since the contract between the Petitioner-Club and these respondents ended on 28.1.2016, the issue of returning these respondents to the Petitioner-Club does not arise. The BFF does not perform any function in connection with the affairs of the Republic or of local authority and as such the present writ petition is not maintainable.

Respondent Nos. 8 and 11 have also entered appearance by filing a separate written joint Affidavit-in-Opposition controverting all the material statements made in the writ petition.

The short facts of the respondent No. 8 and 11 are that the BFF does not perform any function in connection with the affairs of the Republic or of local authority and as such the instant writ petition is not maintainable. The contract between these respondents and the Petitioner-Club was executed for the season 2014-2015 and the period of contract ended on 20.1.2016. These respondents did not extend the earlier contract or execute a new contract with the Petitioner-Club and they have not received any money in advance from the Petitioner-Club for the season 2015-2016. The money they have received was in settlement of their dues for the previous season. Respondent Nos. 8 and 11 have entered into new contracts with Sheikh Rasel Krirachakro for the season 2015-2016 and accordingly registered with the BFF as players of Sheikh Rasel Krirachakro for the season 2015-2016. The Petitioner-Club did not raise any objection to Sheikh Rasel Krirachakro to enlist these respondents as its players. Since the contract between the Petitioner-Club and these respondents ended on 20.1.2016, these respondents have no obligation to return back to the Petitioner-Club after 20.1.2016.

Mr. Md. Ruhul Quddus, the learned Advocate for the petitioner submits that the Petitioner-Club by its letter dated

02.02.2016 paid in advance to respondents Nos. 4-11 for the season 2015-2016 and that respondent Nos. 4-11 are bound to play with the Petitioner-Club for the season 2015-2016. He further submits that respondent No. 2 and 3 have not taken any initiative to return respondent Nos. 4-11 to the Petitioner-Club as promised by Respondent No. 3 in his letter dated 29.12.2015 (Annexure-F to the Writ Petition). He again submits that the Petitioner-Club has made several requests to respondent Nos. 2 and 3 for returning respondents Nos. 4-11 to the Petitioner-Club, but respondent Nos. 2 and 3 have not taken any step to return respondent Nos. 4-11 to the Petitioner-Club. He next submits that respondent Nos. 2 and 3 have not taken any disciplinary action against respondent Nos. 4-11 for breach of contract by respondent Nos. 4-11 and such inaction of respondent Nos. 2 and 3 is liable to be declared to have been made without lawful authority and is of no legal effect. He also submits that under article 2(d) of the Statutes of the BFF, (Annexure B to the Writ Petition), the BFF is legally bound to protect the interests of its members and the Petitioner-Club being a member of the BFF can legitimately expects that the BFF shall take all measures to protect the interest of the Petitioner-Club. He then submits that respondent Nos. 2 and 3 have failed to protect

the interest of the Petitioner-Club by not returning respondents Nos. 4-11 to the Petitioner-Club on 19.01.2016 i.e. within the contractual period between the Petitioner-Club and the respondent Nos. 4-11. He also submits that respondent Nos. 4-11 were under contractual obligations with the Petitioner-Club till 19.01.2016 to play in favour of the Petitioner-Club and respondent Nos. 2 and 3 were under legal obligation to monitor compliance of the contract between the Petitioner-Club and the respondent Nos. 4-11 and respondent Nos. 2 and 3 have failed to perform their legal duty by not returning respondent Nos. 4-11 to the Petitioner-Club on 19.01.2016. He lastly submits that respondent Nos. 2 and 3 have utterly failed to perform their duty to return respondent Nos. 4-11 to the Petitioner-Club as promised by respondent No. 3 and as such the Rule is liable to be made absolute.

Mr. Mohammad Mehedi Hasan Chowdhury, the learned Advocate appearing on behalf of respondent No. 3, on the other hand, submits that the dispute between the Petitioner and the respondent Nos. 4-11 is contractual in nature and that the contract not being a statutory contract, the instant writ petition is not maintainable. He further submits that the dispute between the Petitioner and the respondent Nos. 4-11 involves disputed

question of facts and that disputed question of facts cannot be resolved in writ jurisdiction. He then submits that the Petitioner-Club has filed the instant writ petition without exhausting the remedy available under the Statutes of Bangladesh Football Federation and the instant writ petition is premature one and as such not maintainable. He next submits that the dispute between the Petitioner-Club and the respondent Nos. 4-11 is to be settled by the Players' Status Committee of the BFF and that the petitioner appeared before the Players' Status Committee and placed its submissions before the Players' Status Committee, but during pendency of the decision of the Players' Status Committee, the petitioner has filed the instant writ petition and obtained the instant Rule Nisi by suppressing the facts that the matter is pending before the Players' Status Committee. He lastly submits that the present writ petition is misconceived and as such is liable to be discharged with costs.

Mr. Omar Sadat, the learned Advocate appearing on behalf of respondent No. 4, submits that the dispute between the petitioner and the respondent Nos. 4-11 is contractual in nature and that the contract not being a statutory contract does not attract the writ jurisdiction. He further submits that the disputes involves

disputed question of facts and that the disputed question of facts cannot be resolved by this Court sitting in writ jurisdiction. He lastly submits that the alleged contract between the Petitioner and the Respondent Nos. 4-11 is a private contract and as such the present writ petition is not maintainable in its present form and is liable to be discharged with costs.

Mr. Mustafizur Rahman Khan, the learned Advocate for respondent Nos. 5-7, 9-10 submits that the contract between the Petitioner and these respondent Nos. 5-7, 9-10 is not a statutory contract and that the alleged contract is not enforceable in writ jurisdiction. He further submits that the Petitioner by its letter dated 07.02.2016 (Annexure-2 to the Affidavit-in-Opposition filed by respondent Nos. 5, 6, 7, 9 and 10) requested to the Abahani Limited, Chittagong to lend 2(two) players of Abahani Limited Chittagong, that is, respondent No. 5 and 10 to participate in the AFC Cup Tournament 2016 on behalf of the Petitioner and thereby acknowledged that respondent Nos. 5 and 10 are the players of Abahani Limited, Chittagong.

Mr. Md. Muniruzzaman, the learned Advocate for respondent Nos. 8 and 11 submits that the BFF is not performing any function in connection with the affairs of the Republic or of

local authority and as such the instant writ petition is not maintainable. He further submits that the contract between these respondents and the Petitioner-Club was executed for the season 2014-2015 and that the period of contract between the Petitioner-Club and these respondents ended on 20.1.2016. He again submits that these respondents did not extend the earlier contract nor executed a new contract with the Petitioner-Club and that they have not received any money in advance from the Petitioner-Club for the season 2015-2016. He then submits that the money they have received was in settlement of their dues for the previous season. He next submits that respondents Nos. 8 and 11 have entered into a new contract with Sheikh Rasel Krirachakro for the season 2015-2016 and that they have registered with the BFF as players of Sheikh Rasel Krirachakro for the season 2015-2016. He lastly submits that since the contract between the Petitioner-Club and these respondents ended on 20.1.2016, these respondents have no obligation to return back to the Petitioner-Club after 20.1.2016.

We have heard the learned advocates of all sides at length and perused the Writ Petition, its Annexures, Affidavit-in-Oppositions filed by the respondents, their Annexures, Supplementary Affidavit-in-Opposition filed by Respondent No.

3, its Annexures, and Affidavit-in-Reply filed by the petitioner against the Affidavit-in-Oppositions filed by the respondents and its Annexures.

Now, let us address the first point first.

Mr. Mohammad Mehedi Hasan Chowdhury, the learned Advocate for respondent No. 3 and Mr. Md. Muniruzzaman, the learned Advocate for respondent Nos. 8 and 11 raised the point that the BFF does not perform any function in connection with the affairs of the Republic or of local authority, and as such the instant writ petition is not maintainable.

However, Mr. Mustafizur Rahman Khan, the learned Advocate for respondent Nos. 5-7, 9-10 and Mr. Omar Sadat, the learned Advocate appearing for respondent Nos. 4 did not raise the point of maintainability.

Mr. Mustafizur Rahman Khan, the learned Advocate for respondent Nos. 5-7, 9-10 contends that earlier he was the Lawyer of a case relating to the BFF and that they went to the Appellate Division against an interim order passed by the High Court Division but the issue whether the BFF performs any function in connection with the affairs of the Republic or of local authority and whether writ petition against the BFF is maintainable or not

have not been settled by the Appellate Division as yet. They also submit that the Rule is still pending in the High Court Division. So, the learned Lawyers namely, Mr. Mustafizur Rahman Khan and . Mr. Omar Sadat during their submissions did not raise the question of maintainability. They candidly admitted that the matter is yet to be settled by the Appellate Division.

However, Mr. Md. Muniruzzaman, the learned Advocate appearing on behalf of respondent Nos. 8 and 11 refers to the case of Shahabuddin (Md) Vs. Secretary, Ministry of Youth and Sports and others, reported in 45 DLR 360 and submits that Bangladesh Football Federation is an affiliated national sports organization of Bangladesh Sports Council under the Bangladesh Sports Council Act, 1974 (Act No. LVII of 1974), but it does not become a body or authority constituted or established by the Government under any law to mean a local authority within the meaning of Article 102(2)(a)(ii) of the Constitution and as such the present writ petition is not maintainable. The above judgment of the High Court Division was passed on 02.5.1991.

Mr. Md. Ruhul Quddus, the learned Advocate for the petitioner, on the other hand, refers to an unreported case of A. F. Shahab Uddin Ahmed Vs. National Shooting Federation,

Bangladesh, South East Corner of Gulshan Model Town, P.S. Gulshan, Dhaka and others, (Writ Petition No. 3494 of 2010) and submits that a Division Bench of this Court very recently held that the National Shooting Federation is amenable to writ jurisdiction under Article 102 of the Constitution. In the case of A.F.M. Shahab Uddin Ahmed Vs. National Shooting Federation Bangladesh, South East Corner of Gulshan Model Town, P.S. Gulshan, Dhaka and others (Writ Petition No. 3494 of 2010), a Division Bench of this Court has held in no uncertain terms that in consensus National Shooting Federation is amenable to writ jurisdiction. This judgment was passed by a Division Bench of this Court on 12.12.2010. .

The learned Advocates of both sides candidly admitted that they were not in a position to refer any decision of the Appellate Division on the point whether the BFF is amenable to writ jurisdiction or not. The BFF is an affiliated National Sports Organization of the Bangladesh Sports Council under the Schedule Part-I of the Bangladesh Sport Council Act, 1974 (Act No. LVII of 1974). The National Sports Council has been created by the Bangladesh Sports Council Act, 1974 (Act No. LVII of 1974) and the Bangladesh Football Federation has been included

in Schedule Part-I of the Bangladesh Sport Council Act, 1974. Therefore, we are in respectful agreement with the principle enunciated in the judgment passed by the High Court Division in the case of A. F. Shahab Uddin Ahmed Vs National Shooting Federation, Bangladesh, South East Corner of Gulshan Model Town, P.S. Gulshan, Dhaka and others, in Writ Petition No. 3494 of 2010 and hold the view that Bangladesh Football Federation (BFF) is amenable to writ jurisdiction.

It may be mentioned here that the Bangladesh Shooting Federation and the Bangladesh Football Federation have been included in the Schedule Part-I of the Bangladesh Sports Council Act, 1974. The Bangladesh Shooting Federation and the Bangladesh Football Federation being included in the Schedule Part-I of the Bangladesh Sports Council Act, 1974, both the sports organizations have the same standing.

Since a Division Bench of this Court in the case of A. F. Shahabuddin Ahmed Vs. National Shooting Federation (Writ Petition No. 3494 of 2010) has held that Bangladesh Shooting Federation is amenable to writ jurisdiction, the BFF being a sports organization of same standing with Bangladesh Shooting Federation (both are included in the Schedule Part-I of the

National Sports Council Act, 1974) is also amenable to writ jurisdiction.

Now let us address other points raised in this writ petition.

The specific case of the Petitioner-Club is that respondent Nos. 4-11 entered into a contract with the Petitioner-Club to play on behalf of the Petitioner-Club for the season 2014-2015. While these respondents were playing in the Petitioner-Club as per the contract, respondent No. 3 requested the Petitioner-Club to hand over respondent Nos. 4-11 players to respondent No. 3 for participating in the SAFF Suzuki Cup Tournament, 2015 to be held in Kerala, India. The Petitioner-Club and all other clubs under the BFF are legally bound to send the players to respondent No. 3, that is, to the BFF whenever requested by the BFF for participating in the tournament on behalf of Bangladesh Team. Accordingly, on 29.12.2015, the Petitioner-Club sent 12 of its players including respondent Nos. 4-11 to respondent No. 3 for participating in the SAFF SUZUKI Cup Tournament to be held in Kerala, India on the condition that after the Suzuku-Cup Tournament was over, respondent No. 3, that is, the BFF shall return those players to the Petitioner-Club. The request letter of respondent No. 3, dated 26.11.2015 has been annexed as

Annexure-D to the writ petition. For proper appreciation,
Annexure-D is quoted below which runs as under:

“বাংলা-দশ ফুটবল ফেডা-রশন
BANGLADESH FOOTBALL FEDERATION
সূত্র : ৩১২৫(১০)/বাবু-ফ-সাব/২০১৫ তারিখ : ২৬-১১-২০১৫

সম্পাদক/ডাইরেক্টর-ইন-চার্জ/ভারপ্রাপ্ত ডাইরেক্টর-ইন-চার্জ/
সাধারণ সম্পাদক/মহাব্যবস্থাপক/মহাসচিব/সদস্য সচিব
-লঃ শেখ জামাল খানমন্ডি ক্লাব লিঃ

বিষয় : বাংলা-দশ জাতীয় ফুটবল দ-লর আবাসিক প্রশিক্ষণ ক্যাম্পে যোগদান প্রসঙ্গে।

জনাব,

উপর্যুক্ত বিষয়ে আপনার অবগতি ও প্রয়োজনীয় কার্যার্থে জানানো যাচ্ছে যে, আগামী ২৩ ডি-সেম্বর ২০১৫ হ-ত ০৩ জানুয়ারী ২০১৬ তারিখ পর্যন্ত সাউথ এশিয়ান ফুটবল ফেডা-রশন (সাব) এর ব্যবস্থাপনায় ‘সাব সুজুকি কাপ ২০১৫’ এর খেলা ভার-তর কেরালায় অনুষ্ঠিত হ-ব। উক্ত টুর্নামে-ন্ট বাংলা-দশসহ আফগানিস্তান, ভারত, পাকিস্তান, নেপাল, ভুটান, মালদ্বীপ ও শ্রীলংকা অংশগ্রহণ কর-ব। এ প্রেক্ষি-ত প্রাথমিকভা-ব নির্বাচিত ২৮ সদস্য বিশিষ্ট বাংলা-দশ জাতীয় ফুটবল দ-লর একটি আবাসিক প্রশিক্ষণ ক্যাম্প আগামী ২৯ ন-ভেম্বর ২০১৫ তারিখ হ-ত পর্যন্ত সাভারস্থ বি-কএসপি-ত অনুষ্ঠিত হ-ব।

উ-ল্লিখিত আ-লা-ক আপনার ক্লাব ফুটবল দ-লর অধিনস্থ সংশ্লিষ্ট খে-লায়াড়/খে-লায়াড়গণ-ক তা-দর আনুষঙ্গিক ক্রীড়া সামগ্রীসহ সাভারস্থ বি-কএসপি-ত অনুষ্ঠিতব্য বাংলা-দশ জাতীয় ফুটবল দ-লর আবাসিক প্রশিক্ষণ ক্যা-ম্প যোগদা-নর ল-ক্ষ্য টিম ম্যা-নজার জনাব মোঃ আমিরুল ইসলাম বাবু এর নিকট আগামী ২৯ ন-ভেম্বর ২০১৫ তারিখ দুপুর ১২.০০ ঘটিকায় সাভারস্থ বি-কএসপি-ত রি-পাট করার প্র-য়োজনীয় ব্যবস্থা গ্রহ-ণর জন্য আপনা-ক বি-শেষতা-ব অনু-রাধ জানা-না যা-চ্ছে।

অতী-তর ন্যায় আপনার সহ-যোগিতা একান্তভা-ব কাম্য।
আপনার বিশ্বস্ত,

বাংলা-দশ ফুটবল ফেডা-রশন

স্বাঃ-

-মাঃ আবু নাইম সোহাগ

সাধারণ সম্পাদক

সংযুক্তি

২৮ সদস্য বিশিষ্ট বাংলা-দশ জাতীয় ফুটবল দ-লর প্রাথমিক খে-লায়াড় তালিকা।

বাংলা-দশ ফুটবল ফেডা-রশন

BANGLADESH FOOTBALL FEDERATION

BANGLADESH FOOTBALL FEDERATION

SAFF SUZUKI CUP 2015

PRELIMINARY PLAYERS LIST OF BANGLADESH NATION FOOTBALL TEAM

Sl. No.	Name	Position	Club Name
1.	Md. Sahidul Alam	GK	Sk. Jamal Dhanmondi Club Ltd.
2.	Mohammad Mazharul Islam	GK	Sk. Jamal Dhanmondi Club Ltd.
3.	Jamal Bhuiyan	MF	Sk. Jamal Dhanmondi Club Ltd.
4.	Md Yeasin Khan	DF	Sk. Jamal Dhanmondi Club Ltd.
5.	Yeamin Ahmed Chowdhury	DF	Sk. Jamal Dhanmondi Club Ltd.
6.	Md Mamunur Islam Mamun	MF	Sk. Jamal Dhanmondi Club Ltd.
7.	Md Rayhan Hasan	DF	Sk. Jamal Dhanmondi Club Ltd.
8.	Md. Monaem Khan Raju	MF	Sk. Jamal Dhanmondi Club Ltd.
9.	Mohammad Nasir Uddin Chowdhury	DF	Sk. Jamal Dhanmondi Club Ltd.
10.	Sohel Rana	MF	Sk. Jamal Dhanmondi Club Ltd.
11.	Mohammeded Shakawat Hossain Rony	FW	Sk. Jamal Dhanmondi Club Ltd.
12.	Kasto Kumar Bosh	DF	Sk. Jamal Dhanmondi Club Ltd.
13.	Md Rasel Mahmud	GK	Sk. Russel KC Ltd
14.	Md Zahid Hossain	MF	Sk. Russel KC Ltd
15.	Md Jahid Hasan Ameli	FW	Sk. Russel KC Ltd
16.	Hemonta Vinsent Biswas	MF	Sk. Russel KC Ltd
17.	Topu Barman	DF	Sk. Russel KC Ltd
18.	Atiqur Rahman Meshu	DF	Sk. Russel KC Ltd
19.	Md. Way Faisal	DF	Sk. Russel KC Ltd
20.	Md. Razaul Karim	DF	Sk. Russel KC Ltd
21.	Asharaful Islam Rana	GK	Mohammedan SC Ltd
22.	Masuk Miah Zoni	MF	Mohammedan SC Ltd
23.	Md. Jewel Rana	MF	Mohammedan SC Ltd
24.	Md. Nasirul Islam Nasir	DF	Abahoni Ltd.
25.	Abdul Baten Mojumder Komal	MF	Abahoni Ltd.
26.	Md. Aminur Rahman Sojib	FW	Abahoni Ltd.
27.	Md. Faisal Mahmood	DF	Bangladesh Muktijodda SKC
28.	Md Nabib Newaj Zibon	FW	Team BJMC

”

From the above, it is clear that the BFF by its letter dated 26.11.2016 requested the Petitioner-Club to send its 12(twelve) players to the BFF for participating in the SAFF Suzuki Cup Tournament, 2015 to be held in Kerala, India. In reply to the above letter, the Petitioner-Club sent 13 players to the BFF by its letter dated 27.12.2015 (Annexure-E). Let us also quote the letter of the petitioner dated 27.12.2015 to the BFF. The letter of the petitioner dated 27.12.2015 addressed to the BFF reads as under:

“Lt. Sheikh Jamal Dhanmondi Club Limited
Road #8, Dhanmondi Residential Area, Dhaka-1205, Bangladesh
 TEL: +88-02-9111191, FAX: +88-02-9111198, E-MAIL:INFRO@SJDCL.COM, WEB:WWW.SJDCL.COM

27th Dec '2015

The General Secretary
Bangladesh Football Federation
BFF House, Motijheel C/A
Dhaka-1000

Subject : Request for sending our Players to the Club Camp.

Dear Sir,

You may kindly recall that the following football players of Lt. Sheikh Jamal Dhanmondi Club Limited have been included in the National Team to play SAAF Suzuki Cup 2015, India:

- (1). Mr. Md. Mazharul Islam Himel, Goal Keeper*
- (2). Mr. Md. Sahidul Alam Sohel, Goal Keeper*
- (3). Mr. Yeamin Ahmed Chowdhury Munna, Left Back*
- (4). Mr. Md Rayhan Hasan, Left Back*
- (5). Mr. Md. Linkon, Right Back*
- (6). Mr. Md Yeasin Khan, Right Back*
- (7). Mr. Md. Nasir Uddin Chowdhury, Center Back*

- (8). *Mr. Md. Mamunur Islam Mamun, Mid Fielder (Captain)*
- (9). *Mr. Jamal Bhiyan, Mid Fielder*
- (10). *Mr. Sohel Rana, Mid Fielder*
- (11). *Mr. Md. Monaem Khan Raju, Mid Fielder*
- (12). *Mr. Md. Shakawat Hossain Rony, Striker*
- (13). *Md. Toklis Ahmed, Striker*

You are aware that Lt. Sheikh Jamal Dhanmondi Club Football Team will be participating in AFC Cup-2016. Therefore our Football players need to go for intensive practice immediately on their arrival in Bangladesh.

In view of the circumstances, we shall be grateful if you kindly allow and instruct them to report to Lt. Sheikh Jamal Dhanmondi Club Camp. Please also return their passports to Mr. Mahmud Hasan Khan, Event Manager on request.

*Thanking you,
With best regards
S/d-
M. Arifur Rahman
Secretary”*

(emphasis supplied)

In the above letter, the petitioner specifically stated that they would be grateful if the BFF kindly instruct the players to report to the Petitioner-Club camp after the SAFF Suzuki Tournament was over. By the letter dated 29.12.2015 (Annexure-F), the BFF informed the Petitioner-Club that the expected dates of arrival of respondents Nos. 4-11 in Bangladesh after participating SAFF SUZUKI CUP Tournament, 2015 were 31.12.2015 and 01.1.2016. The above letter (Annexure-F) issued by the BFF to the Petitioner-Club reads as under:

“বাংলা-দশ ফুটবল ফেডা-রশন

BANGLADESH FOOTBALL FEDERATION

সূত্র : ৩৬৫৫/বাবু-ফ-বাংলা-দশ প্রিমিয়ার লীগ/২০১৫ তারিখ : ২৯-১২-২০১৫

জনাব এম. আরিফুর রহমান

সম্পাদক

-লঃ শেখ জামাল ধানমন্ডি ক্লাব লিমিটেড

ঢাকা।

বিষয় : -লঃ শেখ জামাল ধানমন্ডি ক্লাব কর্তৃক প্রেরিত পত্র প্রসঙ্গে।

জনাব,

উপর্যুক্ত বিষয়ে বাবু-ফ বরাবর -লঃ শেখ জামাল ধানমন্ডি ক্লাব লিঃ কর্তৃক প্রেরিত গত ২৭-১২-২০১৫ ডি-সম্বর ২০১৫ তারিখের পত্রের আলোকে আপনার অবগতি ও প্র-য়োজনীয় কার্যার্থ জানা-না যা-চ্ছ যে, নি-ম্নোক্ত খেলোয়াড়গণ ভারতে অনুষ্ঠিতব্য “সাক্ষ সুজুকি কাপ ২০১৫” এর খেলায় অংশ শেষে নিম্নোক্ত সময়সূচী অনুযায়ী বাংলা-দ-শ আগমন কর-ব এবং আপনার ক্লাব ফুটবল দ-লর ক্যা-ম্প অংশগ্রহণ কর-বঃ

নং	-খ-লায়া-ডুর নাম	ভারত হ-ত বাংলা-দ-শ আগম-নর তারিখ
০১	জনাব মোঃ মাজহারুল ইসলাম হি-মল	বাংলা-দশ জাতীয় দ-ল অন্তর্ভুক্ত নয়
০২	জনাব শা-হদুল আলম শা-হদ	৩১-১২-২০১৫
০৩	জনাব ইয়ামিন আহ-মদ চৌধুরী	০১-০১-২০১৬
০৪	জনাব মোঃ রায়হান হাসান	০১-০১-২০১৬
০৫	জনাব মোঃ লিংকন	বাংলা-দশ জাতীয় দ-ল অন্তর্ভুক্ত নয়
০৬	জনাব মোঃ ইয়াছিন খান	০১-০১-২০১৬
০৭	জনাব নাছির উদ্দিন চৌধুরী	৩১-১২-২০১৫
০৮	-মাঃ মামুনুল ইসলাম মামুন	৩১-১২-২০১৫
০৯	জনাব জামাল ভুইয়া	৩১-১২-২০১৫
১০	জনাব সো-হল রানা	০১-০১-২০১৬
১১	জনাব মোঃ মোনা-য়ম খান রাজু	০১-০১-২০১৬
১২	জনাব মোঃ সাখাওয়াত হো-সন রনি	০১-০১-২০১৬
১৩	জনাব তকলিস আহ-মদ	বাংলাদেশ জাতীয় দলে অন্তর্ভুক্ত নয়

আপনি নিশ্চয়ই অবগত আ-ছেন যে, বাংলা-দশ ফুটবল ফেডা-রশ-নর ব্যবস্থপনায় আগামী ৮ জানুয়ারী হতে ২০ জানুয়ারী ২০১৬ তারিখ পর্যন্ত বঙ্গবন্ধু গোল্ডকাপ আন্তর্জাতিক ফুটবল টুর্নামেন্ট ২০১৬ এর খেলা বাংলা-দ-শর বঙ্গবন্ধু জাতীয় স্টেডিয়াম, ঢাকা ও শামস-উল হুদা স্টেডিয়াম, যশোর এ অনুষ্ঠিত হবে। উক্ত টুর্নামেন্ট মাল-য়শয়া, বাহরাইন, শ্রীলংকা, মালদ্বীপ, ক-ম্বাডিয়া, নেপাল ও স্বাগতিক বাংলা-দ-শর ২টি দলসহ মোট ৮টি দল অংশগ্রহণ কর-ব। উক্ত প্রতি-যোগিতায় অংশগ্রহ-ণর ল-ক্ষ্য আগামী ০৩-০১-২০১৬ তারিখ হ-ত বাংলা-দশ জাতীয় ফুটবল দ-লর আবাসিক প্রশিক্ষন ক্যাম্প শুরু হ-ব বিধায় উ-ল্লিখিত খে-লায়াড়গণ-ক আগামী ০৩-০১-২০১৬ তারি-খর ম-ধ্য আপনার ক্লা-বর ফুটবল ক্যাম্প হ-ত ছাড় কর-ণর মাধ্য-ম বাংলা-দশ জাতীয় ফুটবল দ-লর আবাসিক প্রশিক্ষন ক্যা-ম্প অংশগ্রহ-ণর প্র-য়োজনীয় ব্যবস্থা গ্রহ-ণর জন্য আপনা-ক বি-শেষভাবে অনু-রাধ জানা-না যা-চ্ছ।

ইহা আপনার অবগতি ও প্র-য়োজনীয় কার্যা-র্থ প্রেরণ করা হ-লা।

ধন্যবাদা-ন্ত,

আপনার বিশ্বস্ত,
 বাংলা-দশ ফুটবল ফেডা-রশন
 স্বাঃ-
 -মাঃ আবু নাইম সোহাগ
 সাধারণ সম্পাদক’’

(emphasis supplied)

From the above letter dated 29.12.2015 (Annexure-F), the BFF informed the Petitioner-Club that the players shall report to the Petitioner-Club after they arrive in Bangladesh.

The BFF by the same letter dated 29.12.2015 (Annexure-F) also requested the Petitioner-Club to send its players within 3.1.2016 for participating in the ‘Bangabandhu Gold Cup International Football Tournament, 2016’ to be held in Bangladesh from 8 January to 20 January, 2016. By the letter dated 24.1.2016 (Annexure-H) the Petitioner-Club requested to the BFF to exercise its good office so that the players, that is,

respondent Nos. 4-11 cannot transfer to other clubs. Annexure-H series to the Writ Petition show that the Petitioner by its letters dated 24.1.2016 (Annexure-H), dated 25.1.2016 (Annexure-H-1) dated 26.1.2016 (Annexure-H-2) dated 2.2.2016 (Annexure-H-3) and dated 19.3.2016 (Annexure-H-4 to the writ petition) intimated to the BFF that the Petitioner-Club made repeated requests to the BFF to return the players of the Petitioner-Club and also requested to the BFF to take proper steps so that the players, that is, respondents Nos. 4-11 return to the Petitioner-Club camp and also requested to the BFF to exercise its good office so that these players cannot transfer to other club/clubs and contract with other club/clubs.

Facts remain that respondent Nos. 4-11 entered into a contract with the Petitioner-Club for the period of 2014-2015 and the contract period started from 10.12.2014 till “the end of football season”. The words, “till end of football season” seem to be vague and carry some confusion as to the validity of the period of the contract. But, fortunately, the parties agreed that the contract between the Petitioner-Club and the Respondent Nos. 4-11 remained in force till 20.1.2016. The date of transfer of the players to different club/clubs of their choice was fixed by the

BFF from 20.1.2016 to 20.3.2016. The players are supposed to transfer to the different club/clubs of their choice within the period from 20.1.2016 to 20.3.2016. In fact, this period from 20.1.2016 to 20.3.2016 is given to the players by the BFF to choose the club of their (players) choice.

The players, that is, respondent Nos. 4-11 first reported to the BFF for playing the SAAF Suzuki Cup Tournament 2015 and thereafter for playing the 'Bangabandhu Gold Cup International Football Tournament, 2016'. The SAAF Suzuki Cup Tournament 2015 ended on 31.12.2015 and the players came back to Bangladesh on 31.12.2015 and 01.01.2016. After ending the SAAF Suzuki Cup Tournament, 2015 on 31.12.2015, the players including respondent Nos. 4-11 came to Bangladesh on 31.12.2015 and 01.01.2016. But again the BFF requisitioned the players of the Petitioner-Club for participating in the 'Bangabandhu Gold Cup International Football Tournament 2016' to be held from 8.1.2016 to 20.1.2016 and the BFF requested the Petitioner-Club to release its players so that they may report to the BFF camp by 3.1.2016.

After participating the SAAF Suzuki Cup Tournament, 2015, the players came to Bangladesh on 31.12.2015 and

01.1.2016. Again they were supposed to report to the BFF by 03.1.2016 for playing in the “Bangabandhu Gold Cup International Football Tournament, 2016”. The BFF requested to the Petitioner-Club to release its players so that they can report to the BFF camp by 3.1.2016.

The ‘Bangabandhu Gold Cup International Football Tournament, 2016’ concluded on 20.1.2016 and Bangladesh lost to Bahrain on 18.01.2016. Respondent Nos. 4-11 got 2 (two) days time to report to Petitioner-Club from 18.01.2016 to 20.1.2016. The contract between the Petitioner-Club and the respondent Nos. 4-11 remained valid upto 20.1.2016. In fact, after 20.1.2016 respondent Nos. 4-11 were not the players of the Petitioner-Club. But the problem arose when they accepted money in advance from the Petitioner-Club for the next football season, that is, for the season 2015-2016. The petitioner alleges that according to clause 22.3 of the Regulations of Bangladesh Championship League 2014-2015 (Annexure-J to the Affidavit-in-Reply filed by the Petitioner) (hereinafter referred to as the Regulations) contracts between the clubs and the professional players may be for a maximum period of 5 (five) years.

Clause 22.3 of the Regulations is quoted below, which runs as under:

“22.3 Contracts between the clubs and professional players may be for a maximum of 5 (five) years. However, the contract must be signed by the concerned player at BFF House in presence of an Officer of BFF whenever a contract is more than 1(one) year.”

(emphasis supplied)

Clause 22.1 of the Regulations of the Bangladesh Championship League 2014-2015, is also relevant. So, we are inclined to quote Clause 22.1 of the Regulations which runs as under:

*“22.1 A player is eligible to play in the Competition provided he fulfills all the following conditions:
He is duly registered with the BFF by the Participating Clubs according to the provisions of these Regulations. Each player’s registration is only valid until the end of the football season, the date of which shall be determined annually by BFF. Where a player is contracted by a club for a longer period, the player must be registered at the start of each season.”*

So, according to Clause 22.1 and 22.3 of the Regulations, the Clubs may enter into a contract with the professional players for a long period for a maximum of five (5) years.

These players, that is, respondents Nos. 4-11 contracted with the Petitioner-Club to play on behalf of the Petitioner-Club for the season 2014-2015. Admittedly there was no contract between the Petitioner-Club and the respondents Nos. 4-11 after 20.1.2016. But the learned Advocate for the Petitioner contends that they had their legitimate expectations that respondent Nos. 4-11, players would play on behalf of the Petitioner-Club as they had accepted the money in advance from the Petitioner-Club for the next season, that is, for the session 2015-2016. It is true that some of the players have stated that they have not accepted money in advance from the Petitioner-Club, but their contentions are not true. Some of the players stated that they were compelled to accept the money under coercion and they were ready to pay the money back to the Petitioner-Club. From Annexure-K series to the Affidavit-in-Reply filed by the petitioner show that Shahidul Alam Sohel (Respondent No. 4) admitted by his letter dated 3.1.2016 that he took Tk.20,00,000/- (twenty lac) from Abahani Limited for the Football Season 2016 while he was a player of

Petitioner-Club. He regretted and apologised for his deeds. This letter was written by respondent No. 4 on 3.1.2016 (Annexure-K) and admittedly at that time, that is, on 3.1.2016, respondent No. 4 was the player of the Petitioner-Club. Similarly, Annexure-K series to the Affidavit-in-Reply filed by the Petitioner show that all other players, that is, respondents Nos. 5-11 apologised and admitted that they took money in advance from the Petitioner-Club, but they were ready to give the money back to the Petitioner-Club. Therefore, we find that the facts remain that respondent Nos. 4-11 took money from the Petitioner-Club in advance for the season 2015-2016. In fact, all the players admitted that they have taken money in advance from the Petitioner-Club for the season 2015-2016 (Annexure-K series to the Affidavit-in-Reply filed by the Petitioner). Some players allege that they were compelled to take money in advance from the Petitioner-Club under coercion. But they did not even lodge any G.D Entry against the Petitioner-Club. Even they did not intimate the matter to the BFF soon after the alleged occurrence took place. Respondent Nos. 4-11 are the national players and we are proud of them, they are our Ambassadors when they play abroad on behalf of Bangladesh and they carry our national flag outside

Bangladesh. We have all the respect and praise for them. But at the same time we expect that they should abide by the Rules and Regulations of the BFF and the FIFA. In the instant case we find that respondent Nos. 4-11 have entered into a contract with other club after they accepted money in advance from the Petitioner-Club for the session 2015-2016. We are sorry to say, we do not approve such behavior of our players. The Petitioner-Club has intimated to the BFF by its letters dated 24.1.2016, 25.1.2016, 26.1.2016, 02.2.2016 and 19.3.2016 (Annexure-H series to the Writ Petition) and requested to the BFF to intervene and exercise its good office so that respondent Nos. 4-11 cannot enter into contract with any other club/clubs for the session 2015-2016. The BFF, however, did not sit with it and it has rightly forwarded the matter to the Players' Status Committee after receipt of the letter dated 19.3.2016 from the Petitioner-Club.

The entire matter is now in the seisin of the Players' Status Committee. The composition of Players' Status Committee has been described in Article 53 of the Statutes of Bangladesh Football Federation (Annexure-B to the writ petition). Article 53 of the above Statutes runs as under:

“53. Players' Status Committee

The Players' Status Committee shall set up and monitor compliance with transfer regulations in accordance with the FIFA Regulations for the Status and Transfer of Players and determine the status of Players for various competitions of BFF. The Executive Committee may draw up special regulations governing the Players' Status Committee's powers of jurisdiction. The Players' Status Committee shall consist of a chairman, a deputy chairman and three members.

Players' status disputes involving BFF, its Members and Players, Officials and match and players' agents shall be settled by an Arbitration Tribunal in accordance with these Statutes."

Article 5.1 of the Statutes of the BFF (Annexure-B to the Writ Petition) states that the status of Players and the provisions for their transfer shall be regulated by the Executive Committee of the BFF through 'Player's Status Committee' as envisaged with the current FIFA Regulations for the 'Status and Transfer of Players'.

Therefore, from the above, we find that transfer of players shall be regulated by the Executive Committee of the BFF through the Players' Status Committee. From the above, we also find that

the dispute in respect of the status of the players (respondent Nos. 4-11) can well be solved by the Players' Status Committee and the Players' Status Committee is legally competent to solve the problem regarding the status of the players, namely, respondent Nos. 4-11.

We have discussed vividly that according to Article 53 of the Status of Bangladesh Football Federation (Annexure-B to the Writ Petition), the Players' Status Committee shall monitor compliance with transfer regulations in accordance with the FIFA Regulations for the Status and Transfer of Players and determine the status of Players for various competitions of the BFF. The Executive Committee may draw up special regulations governing the Players' Status Committee's powers of jurisdiction. The Players' Status Committee shall consist of a Chairman, a Deputy Chairman and three members. Players' Status Committee is a quite high powered committee and this committee is fully empowered and competent to determine the status of the players.

The Petitioner-Club specifically alleges that respondents Nos. 4-11 accepted the money in advance from the Petitioner-Club, in January 2016, for the season 2015-2016, while they entered into a contract with Sheikh Russel Kriachakro and

Abahabi Limited Chittagong in March 2016, long after they accepted money in advance from the Petitioner-Club. This dispute is required to be resolved by the Players' Status Committee. The BFF by its letter dated 19.3.2016 informed the Petitioner-Club that as soon as the decision is taken by the Players' Status Committee, the BFF shall inform the decision to the Petitioner-Club. The meetings of the Players' Status Committee held on 25.3.2016, 27.3.2016, 28.3.2016 (Annexure-4, 4(A), 4(B), 4(C) to the Supplementary Affidavit-in-Opposition filed by respondent No. 3). The Petitioner-Club was requested to send representative to attend the meeting of the Players' Status Committee. Accordingly, the Petitioner-Club attended the meeting and submitted its statements before the Players' Status Committee. The last meeting of the Players' Status Committee held on 28.3.2016 and the present Rule was issued on the same date i.e. on 28.3.2016. Therefore, further meeting of the Players' Status Committee could not be held.

However, composition and functions of the Players' Status Committee show that the Players' Status Committee is legally competent to resolve the dispute in question among the BFF, the Petitioner-Club and the respondent Nos. 4-11.

Mr. Mohammad Mehedi Hasan Chowdhury, the learned Advocate for respondent No. 3 refers to the case of Bangladesh Power Development Board and others Vs Md. Asaduzzaman Sikder, reported in 8 MLR (AD) 241 and submits that remedy against breach of contract pure and simple is not available in writ jurisdiction and unless the contract is a statutory one the remedy against breach thereof is not available in writ jurisdiction. There is no dispute about the decision cited above. The learned Advocate for the petitioner submits that they have not sought relief to enforce the contract between the Petitioner-Club and the respondents Nos. 4-11, rather they have sought relief against respondent No. 3 for his inaction and failure to return the players, that is, respondent Nos. 4-11 to the Petitioner-Club. In our opinion, the above decision has no manner of application in the instant case.

We have already held that the Players' Status Committee is competent to resolve the disputes among the Petitioner-Club, respondent No. 3, and respondent Nos. 4-11. We direct the Players' Status Committee to resolve the matter in dispute among the Petitioner-Club, the respondent Nos. 4-11 and the BFF within 2(two) weeks from the date of receipt of a copy of this judgment.

However, at the time of resolving the dispute, the Players' Status Committee shall decide the matter independently, but at the same time it must take into consideration the relevant Rules, Regulations etc. of the BFF and the FIFA.

Considering all these facts and circumstances and in the light of the discussions made hereinbefore, we are in the opinion that the Rule is liable to be disposed of.

Accordingly, the Rule is disposed of.

The Players' Status Committee is directed to dispose of the dispute among the Petitioner-Club, the respondent No. 3 and the respondent Nos. 4-11 within 2(two) weeks from the date of receipt of a copy of this judgment as per the observations made in the body of the judgment.

The interim order passed by this Court at the time of issuance of the Rule on 28.3.2016 is hereby recalled and vacated.

There is no order as to costs.

Razik-Al-Jalil, J :

I agree.