

In the matter of alleged Corruption Offences under the Tennis Anti-Corruption Program

The International Tennis Integrity Agency

-and-

Timur Khabibulin

Before Anti-Corruption Hearing Officer : Janie Soublière

Representing the International Tennis Integrity Agency : George Cottle
Ross Brown
Julia Lewis

Timur Khabibulin: Self-represented

RULING ON LIABILITY

SUMMARY

The International Tennis Integrity Agency (hereinafter the 'ITIA') charged Timur Khabibulin (along with [REDACTED] and [REDACTED] with corruption offences in contravention to the Tennis Anti-Corruption Program (hereinafter 'the Program' or the 'TACP').

The nine charges brought against Timur Khabibulin encompass the following TACP breaches and relate to the alleged fixing of various matches in violation of the TACP from 2014 to 2018, as detailed herein.

Charge 1

- One alleged breach of Section D.1.b of the 2014 TACP by directly or indirectly soliciting or facilitating any other person to wager on the outcome or any other aspect of any Event or any other tennis competition;

- One alleged breach of Section D.1.d of the 2014 TACP by directly or indirectly contriving or attempting to contrive the outcome or any other aspect of any Event.

Charge 2

- One alleged breach of Section D.1.b of the 2016 TACP by directly or indirectly soliciting or facilitating any other person to wager on the outcome or any other aspect of any Event or any other tennis competition;
- One alleged breach of Section D.1.d of the 2016 TACP by directly or indirectly contriving or attempting to contrive the outcome or any other aspect of any Event.

Charge 3

- One alleged breach of Section D.1.b of the 2016 TACP by directly or indirectly soliciting or facilitating any other person to wager on the outcome or any other aspect of any Event or any other tennis competition;
- One alleged breach of Section D.1.d of the 2016 TACP by directly or indirectly contriving or attempting to contrive the outcome or any other aspect of any Event.

Charge 4

- One alleged breach of Section D.1.d of the 2018 TACP by directly or indirectly contriving or attempting to contrive the outcome or any other aspect of any Event;
- One alleged breach of Section D.1.e of the 2018 TACP by directly or indirectly soliciting or facilitating any Player to not use his or her best efforts in any Event.

Charge 5

- One alleged breach of Section D.1.d of the 2018 TACP by directly or indirectly contriving or attempting to contrive the outcome or any other aspect of any Event;
- One alleged breach of Section D.1.e of the 2018 TACP by directly or indirectly soliciting or facilitating any Player to not use his or her best efforts in any Event;
- One alleged breach of Section D.1.g of the 2018 TACP by directly or indirectly offering or providing money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any Event.

Charge 6

- One alleged breach of Section D.1.d of the 2018 TACP by directly or indirectly contriving or attempting to contrive the outcome or any other aspect of any Event;

- One alleged breach of Section D.1.e of the 2018 TACP by directly or indirectly soliciting or facilitating any Player to not use his or her best efforts in any Event;
- One alleged breach of Section D.1.g of the 2018 TACP by directly or indirectly offering or providing money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any Event.

Charge 7

- One alleged breach of Section D.1.d of the 2019 TACP by directly or indirectly contriving, attempting to contrive, agreeing to contrive, or conspiring to contrive the outcome or any other aspect of any Event;
- One alleged breach of Section D.1.e of the 2019 TACP by directly or indirectly soliciting, facilitating or conspiring to solicit or facilitate any Player to not use his or her best efforts in any Event.

Charge 8

- One alleged breach of Section F.2.b of the 2020 TACP by failing to co-operate fully with investigations conducted by the ITIA (then known as the Tennis Integrity Unit); and;

Charge 9

- Additionally or alternatively, Mr. Khabibulin is also charged with an alleged breach of Section D.2.a.i and/or D.2.a.ii of the 2018 and/or 2019 TACP by failing to report a corrupt approach and/or knowledge of corrupt activities.

Further to the conclusion of a disciplinary and adjudication process conducted to his satisfaction, Timur Khabibulin has been found liable on a balance of probabilities for all above enumerated TACP breaches.

Mr. Khabibulin is to be sanctioned by the Anti-Corruption Hearing Officer (hereinafter the 'AHO') in a forthcoming decision once written Submissions on Sanction have been made and the AHO has carefully considered the same.

INTRODUCTION

1. This dispute involves the ('ITIA') and Timur Khabibulin, a professional tennis player.
2. On 13 December 2022, the ITIA charged Mr. Timur Khabibulin, [REDACTED] [REDACTED] and [REDACTED] [REDACTED] (all 'Covered Persons' or individually 'the Player' herein) with TACP Corruption Offences.
3. As outlined throughout this ruling, the nine (9) Charges Mr. Khabibulin , relate to his involvement in the fixing of various professional tennis matches played by him or others in tournaments in the period ranging from 2014 to 2018.
4. Mr. Khabibulin denied the charges and requested a hearing before an AHO.
5. Janie Soublière holds an appointment as an AHO per Section F.1 of the TACP. The AHO was appointed without objection by any party to these proceedings as the independent and impartial adjudicator to determine this matter as set out in the 2022 TACP, which governs all procedural aspects of this dispute.
6. This case has been consolidated pursuant to Section G.1.c.iii of the TACP because all charges being faced by the three Covered Persons pertain to the same alleged conspiracy, common scheme or plan. Thus, the procedure for all Covered Persons has been joined, with a sole hearing being held. However, a separate ruling is issued for each Player.
7. This is the AHO's ruling on liability.

THE PARTIES

8. The ITIA is appointed by the Governing Bodies who participate in the TACP, namely the ATP Tour Inc., the Grand Slam Board, the International Tennis Federation (ITF) and the Women's Tennis Association (WTA) Tour Inc., to administer the TACP. Professional tennis is structured such that top-level men's tournaments are organized by the ATP, whereas lower-level men's tournaments, such as ITF Futures tournaments which are part of the ITF Pro Circuit, are organized by the ITF. A player must register with the relevant Governing Body to be eligible to compete in their tournaments. The ITIA is empowered to investigate potential breaches of the TACP and to later bring charges against Covered Persons where they conclude that there are sufficient grounds to do so.
9. Mr. Khabibulin is a 27-year-old Kazakhstani national and a professional tennis player. He reached his career-high singles ranking of 154 in October 2018. All players who wish to play in professional tennis tournaments must register for an ITF International Player Identification Number ('IPIN'). Mr. Khabibulin first registered in April 2007 and received

the IPIN [REDACTED] Professional tennis players are required to endorse the ITF Player Welfare Statement ('PWS') expressly on an annual basis which requires compliance with the TACP and the Tennis Anti-Doping Programme. The PWS contains clear wording that the relevant player is bound by the terms of the TACP, and the player acknowledges and accepts this by confirming their agreement to the content of the PWS. Mr. Khabibulin has endorsed the PWS every year from 2010 to 2021 but did not do so in 2022. He is, therefore, a Covered Person under the TACP. The mandatory Tennis Integrity Protection Programme ('TIPP') is an online educational tool to assist a Covered Person with understanding their responsibilities under the TACP and how to spot when other individuals are breaching the terms of the TACP (including match-fixing and corrupt approaches). Mr. Khabibulin completed the mandatory TIPP on several occasions, most recently on 22 March 2019.

THE NOTICE OF CHARGE

10. The alleged Corruption Offences that Mr. Khabibulin has been charged with are outlined in the ITIA's 13 December 2022 *Notice of Major Offence under the 2022 Tennis Anti-Corruption Program and referral to Anti-Corruption Hearing Officer* ('Notice of Charge').
11. Nine (9) charges have been brought against Mr. Khabibulin consisting of roughly seventeen (17) TACP Offences. Some of the Charges brought against Mr. Khabibulin are also being brought against [REDACTED] or/and [REDACTED] for their involvement in fixing the same relevant match(es).
12. Schedule 1 of the Notice of Charge sent to Mr. Khabibulin outlines the factual background giving rise to the Corruption Offences brought against him and provides as follows:

"Former [REDACTED] professional tennis player, [REDACTED] [REDACTED] was investigated for match fixing and betting on tennis by the ITIA (then known as the Tennis Integrity Unit) in 2014 and 2015. In May 2017, [REDACTED] was issued with a life ban by the ITIA for, amongst other things, making corrupt approaches to other Covered Persons. [REDACTED] later contacted the ITIA in January 2020 to provide a considerable amount of information to assist the ITIA in its match-fixing investigations (the "Investigation") so that he could benefit from Substantial Assistance. [REDACTED] was interviewed by the ITIA on several occasions during 2020 and subsequently, including in 2022 (the "Interviews"). The content of [REDACTED] personal mobile phone was also forensically downloaded and reviewed by the ITIA as part of the Investigation. [REDACTED] provided, during the course of the Interviews, extensive details of his relationship and corrupt match fixing and betting activities with various individuals over the course of several years, one of which he alleges was you. The messages and files contained on [REDACTED] personal mobile phone

further demonstrate the extensive discussions ██████████ had with you regarding the fixing of multiple professional tennis matches. The evidence of ██████████ or provided by him, is relevant to many of the Charges against you. (...)"

13. The Charges against Mr. Khabibulin relate to the fixing of various matches, his and others, and allege he worked directly with ██████████ or as his intermediary to fix those matches, some of which involve ██████████ and ██████████. The remaining Charges relate to Mr. Khabibulin's failure to report the match-fixing approaches and to cooperate with the ITIA.
14. Mr. Khabibulin initially denied all Charges and requested a hearing before an AHO.

APPLICABLE LAW AND JURISDICTION

15. Mr. Khabibulin and the ITIA agree that the substantive allegations of this dispute are governed by the TACP in force when the alleged Corruption Offences brought against him occurred and that he is considered a Covered Person under each respective TACP.
16. Mr. Khabibulin and the ITIA agree that the procedural rules applicable to the resolution of this dispute are the 2022 TACP and that he is considered a Covered Person under the same.
17. Mr. Khabibulin has not objected to the appointment of the AHO, undersigned, to hear this matter. She has been properly appointed and seized of the matters in dispute.
18. No other matters relating to jurisdiction or the arbitrability of these matters have been raised by Mr. Khabibulin.

BURDEN AND STANDARD OF PROOF

19. Section G.3.a of the TACP provides that *the ITIA shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence.*
20. Section G.3.c. of the TACP provides that *the AHO shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.*
21. Thus, as expressly provided in the TACP, the ITIA bears the burden of proof and the standard of proof to establish the corruption offences on a *preponderance of the evidence*

which is the equivalent of the English law's "balance of probabilities"; they can be satisfied by any reliable means.

PROCEDURAL BACKGROUND

22. On 13 December 2022, the ITIA sent the Notice of Charge to Messrs. Khabibulin, [REDACTED] and [REDACTED] outlining the allegations and charges against the three Covered Persons, informing them of the identity of the AHO responsible for deciding this dispute, explaining that the allegations fall within the scope of Article G.1.c. TACP and that the cases were to proceed on a consolidated basis, without objection from any party. In the Notice of Charge, the Covered Persons were given ten (10) Business Days to respond, either by requesting a hearing, making submissions, or other.
23. All three Covered Persons requested a hearing and a Conference Call was convened with all Parties, their Counsel and the AHO in order to set a Procedural Calendar. Directions were discussed and agreed upon by all Parties.
24. Further to this call, and after giving the Parties an opportunity to comment on the same, Procedural Order 1 ('PO1') was formally issued reflecting the directions agreed upon.
25. As agreed and ordered, all parties submitted a full and complete production of all documents and information which they intended to rely upon during the hearing and such other document(s) and other information in their possession and control which are or may be arguably relevant in these proceedings on 27 February 2023, except for Mr. Khabibulin who elected not to do so.
26. On 3 April 2023, Counsel for the ITIA requested an extension to file its written submissions further to which the AHO invited the other parties to make submissions. Although Mr. Khabibulin did not respond, on 5 April 2023 the AHO denied the request and ruled *inter alia* as follows:

"(...) Nonetheless, considering the various other procedural requests, objections raised and ruled on to date, the AHO hereby denies the ITIA's request for a one-week extension to 18 April 2023 to file its written submissions.

Given the Easter break, the AHO does extend the ITIA's deadline to file its submissions by two days to 13 April 2023 5 pm GMT.

Without needing to alter the rest of PO1's procedural calendar, the AHO also extends by two days [REDACTED] [REDACTED] and Mr. Khabibulin's deadline to file their submissions to 25 May 2023 5 pm GMT."

27. The ITIA later filed its written submissions in a timely manner.
28. On 24 May 2023, Counsel for ██████████ requested an extension of seven (7) days to file her submissions, without objection from any Party. The AHO granted an extension to all Covered Persons to 30 May 2023 to file their Response submissions and modified the rest of the Procedural Calendar accordingly.
29. Although the other Covered Persons filed their Responses within the deadline provided Mr. Khabibulin did not file a Response on 30 May 2023.
30. On 5 June 2023, the AHO wrote to the Parties (i) asking Mr. Khabibulin to confirm his intention to participate in the hearing, and asking him to file submissions by 7 June 2023, if he wished to do so, and (ii) asking Counsel for ██████████ to confirm if ██████████ intended to give evidence and be cross examined at the hearing and if so, to file a will-say statement by 8 June 2023 (ii) asking Counsels for ██████████ and ██████████ to inform the AHO if the respective Players would agree to waive confidentiality.
31. On 6 June 2023, Mr. Khabibulin confirmed that he intended to participate in the hearing. In a separate correspondence, the AHO reminded him to confirm if he intended to file submissions on his behalf in anticipation of the hearing. He responded on 7 May 2023 to the effect that:
- “I hereby confirm that I am ready to speak / testify at the hearing, in turn, my position and evidence will be provided by me at the hearing itself, scheduled for June 29, 2023, due to the fact that I was only able to apply for legal assistance today and my involved lawyers need time to familiarize themselves with the charges against me, analyze all available materials and build a line of defense.”*
32. On the same day, the AHO requested that Mr. Khabibulin’s email be sent to the other Parties for comment by 8 May 2023.
33. The ITIA agreed to grant Mr. Khabibulin an extension to find and confirm the identity of his legal counsel and to file evidence. The AHO then sent Mr. Khabibulin directions with a deadline to identify his legal counsel and a separate deadline to file written submissions in anticipation of the hearing. Mr. Khabibulin failed to meet either deadline. The AHO then advised by Mr. Khabibulin on 22 June 2023 that for the purposes of the hearing, his interview transcripts would be considered his will-say statement and also advised him that if he was to give evidence at the hearing, he would be cross-examined on the same. Mr. Khabibulin was also directed to advise the ITIA Case Secretariat of any Legal Counsel with

a Power of Attorney that might be acting on his behalf at the hearing, prior to the start of the hearing.

34. As Mr. Khabibulin failed to file any written submissions in answer to the ITIA Charge, no Rejoinders were necessary.
35. On 27 June 2023, the ITIA filed an application with the AHO under TACP Section G.1.i. to make a minor amendment to its initial Charge 6 in relation to Mr. Khabibulin. The AHO sought out Mr. Khabibulin's comments and/or objections to the same and none were received. Considering that the TACP expressly provides for such an application to be made, that Mr. Khabibulin did not object to the same, that the TACP provisions relied upon and underlying evidence related to the same remained unchanged and that Mr. Khabibulin chose not to object, the AHO granted the ITIA's request.
36. On 28 June 2023, Mr. Khabibulin made a full admission to the AHO admitting to all the Charges brought against him.
37. Later that day, he recanted part of his admission to exclude Charges related to any matches involving other Covered Persons.
38. The hearing was held via video conference, as scheduled, on 29 and 30 June 2023.
39. Attending the hearing were:

AHO	Janie Soublière
For the ITIA	Julia Lowis – Counsel George Cottle – Counsel Ross Brown - Counsel Denise Bain – Witness
For [REDACTED]	[REDACTED] – Covered Person Dr. Lucien Valloni – Counsel [REDACTED] - Witness
For [REDACTED]	[REDACTED] – Covered Person Feruza Bobokulova – Counsel
For Mr. Khabibulin	Timur Khabibulin – Covered Person
Case Secretariat	Jodie Cox, ITIA

40. Prior to the closing of the hearing, Mr. Khabibulin confirmed that he was satisfied that the hearing had been conducted in respect of his right to natural justice.

PARTIES' SUBMISSIONS ON LIABILITY

41. The AHO has carefully considered the totality of the Parties' written submissions. They are summarised below. Additional facts and allegations found in the Parties' submissions and evidence may be set out, where relevant, in connection with the legal discussion that follows. The AHO refers in its award only to the submissions and evidence she considers necessary to explain her reasoning.

I. ITIA'S SUBMISSIONS AND EVIDENCE

42. The ITIA submits that, on the preponderance of the evidence, Mr. Khabibulin is liable for the Charges. There is strong evidence of Mr. Khabibulin's involvement in match-fixing activities during the relevant period, both in respect of his own matches and matches of other professional tennis players. When taken together, the evidence demonstrates Mr. Khabibulin's repeated, proactive involvement in these activities across a sustained period of time and paints a clear picture of an individual who was content to regularly corrupt the sport of tennis for his own financial gain. That is the most logical conclusion to draw from the available evidence. It is also supported by admissions made in the course of ITIA investigative interviews. The ITIA submits that there is no credible alternative explanation for the evidence available.

The Charges

43. The Charges the ITIA has brought against Mr. Khabibulin are outlined in the above Summary.

The Evidence

44. The evidence the ITIA relies upon is varied. The sources of evidence are outlined as follows:

Evidence from Betting Operators

45. The ITIA works closely with betting operators and related organisations to target corruption in tennis. This relationship is mutually beneficial: the ITIA is able to locate and sanction individuals who seek to corrupt the sport of tennis to the detriment of all those

who play it, and the betting organisations protect their members and customers from being negatively impacted by corruption and those who profit from illegal activity.

46. The ITIA will therefore receive reports of suspicious betting patterns either directly from betting operators or from organisations like the International Betting Integrity Association (formerly known as ESSA) or Sportradar AG.

47. Information received by the ITIA from betting operators is relevant to Charges 1, 2, 3, 4 and 7.

Admissions in Interview

48. Admissions were made by ██████████ ██████████ and ██████████ ██████████ in the course of interviews with the ITIA between 2020 and 2022. Notably, the ITIA interviewed ██████████ on six separate occasions between February 2020 and July 2022. During the course of those interviews, ██████████ explained how he, Mr. Khabibulin and ██████████ fixed (at least) two separate matches in 2016 and 2018.

49. The information obtained by the ITIA in its interviews with Messrs. ██████████ and ██████████ relates to Charges 1 2, 4, 5 and 7.

Forensic Mobile Phone Download

50. The forensic download of ██████████ phone produced a significant amount of WhatsApp exchanges between ██████████ and Mr. Khabibulin between 2017 and 2019 and other relevant documentary evidence, such as screenshots of betting odds for relevant matches which included:

- Copies of Western Union transfer confirmations;
- Screenshots of betting odds for relevant matches; and
- Contacts saved on ██████████ phone.

51. The content of ██████████ forensic phone download relates to Charges 4, 5, 6 and 7.

ITIA Documents

52. The ITIA relies on documents produced internally and by tennis governing bodies to provide documents such as match scorecards. Charges 1, 4 and 9 relate to evidence of this nature.

The ITIAs basis for the Charges

53. On the basis of the available evidence, the ITIA submits that Mr. Khabibulin should be found liable for all of the alleged breaches of the TACP that are the subject of the Charges below:

Charges 1-3

54. These Charges relate to three separate matches in which Mr. Khabibulin competed between 2014 and 2016. The relevant evidence in respect of these charges are admissions in interviews by ██████████ and ██████████ and evidence from betting operators, with the sources of evidence complimenting each other.

55. Charge 1 relates to a ██████████ match between Mr. Khabibulin & ██████████ and ██████████ ██████████ & ██████████ ██████████ which took place on ██████████ April 2014 at an ██████████ tournament in ██████████ Kazakhstan. Mr. ██████████ and Mr. ██████████ won this match ██████████ ██████████. The ITIA submits that Mr. Khabibulin directly facilitated betting on the outcome, or an aspect of, this Event (or “match” hereinafter) and that he also directly contrived the outcome, or an aspect of, this Event in breach of Sections D.1.b and D.1.d of the 2014 TACP respectively.

56. The evidence the ITIA relies upon includes:

- The admission of ██████████ in interview with the ITIA confirming that Mr. Khabibulin approached him about deliberately losing this match and that he was paid USD 1,000 in cash having accepted Mr. Khabibulin’s offer and performing the fix.
- This admission can be relied upon and is probative because ██████████ would not be expected to have admitted to fixing a match that he did not fix, particularly when doing so led to a lengthy suspension for him.
- The Gambling Commission reported, in particular, suspicious bets having been reported to it by a betting operator which saw bets being placed on Mr. Aliyev and Mr. ██████████ to win the match.
- The bets were being placed at the exact moment when the odds of them winning the match were the most favourable for bettors. Although the underlying betting data is not available, the ITIA submits that what is available is sufficient to justify the conclusions that this match was fixed.
- A particular feature of the match was the deciding match tiebreak, which Mr. Khabibulin and ██████████ had to lose for the bet to be successful, so they served four double faults in a row to ensure they lost.
- Mr. Khabibulin’s explanation for the loss of the match, e.g. that he was playing with a broken arm, is not credible.

57. Charge 2 relates to a singles match between Mr. Khabibulin and ██████████ which took place on █████ February 2016 at an █████ ██████████ tournament in █████ Azerbaijan. Mr. Khabibulin lost this match █████ █████ The ITIA submits that Mr. Khabibulin facilitated betting on the outcome or an aspect of this match and that he also contrived the outcome or an aspect of this match in breach of Sections D.1.b and D.1.d of the 2016 TACP respectively.

58. The evidence the ITIA relies upon includes:

- ██████████ raised an alert around betting on this match by an account registered to █████ ██████████ During a later part of the ITIA's investigation, a second account registered to ██████████ was uncovered by ██████████ and reported to the ITIA – this account bet on this match.
- ██████████ admitted in an interview that he fixed this match and has also admitted that ██████████ was an associate of his and someone who would bet on ██████████ behalf.
- Both accounts registered in ██████████ name placed the same eight bets. There were two bets on Mr. ██████████ to win the first set, another two on him to win the second set, two on him to win the match and then two bets on the winners of specific games. The total sum of all bets was €4,404 and a return of €5,824. The two accounts bet in the exact same way – right down to the exact same sums placed for the same bets which were then placed at the exact same time. In addition, one of the accounts placed further bets on ██████████ Exchange with a profit of £1,705.

59. Charge 3 relates to a singles match on █████ October 2016 between Mr. Khabibulin and ██████████ ██████████ in the ██████████ tournament in ██████████ Uzbekistan. Mr. Khabibulin lost this match █████ █████ The ITIA submits that Mr. Khabibulin facilitated betting on the outcome or an aspect of this match and that he also contrived the outcome or an aspect of this match in breach of Sections D.1.b and D.1.d of the 2016 TACP respectively.

60. The evidence the ITIA relies upon is based entirely on information provided by four separate betting operators:

- Each of those betting operators independently reached the view that the outcome of this match was suspicious and of concern to them.
- In each of the cases of ██████████ ██████████ and ██████████ it was the same bets raising those concerns and the bets were made on Mr. Khabibulin to lose this match – i.e., to lose the match itself rather than specific points, sets or games.
- Those concerns were exacerbated with ██████████ as it reported three bettors placed these bets, and are supported by Ms. Bain's testimony that it is unusual to see alerts

on a particular match from so many betting operators with multiple bettors being observed by more than one operator. That suggests a more sophisticated operation, possibly involving several individuals on the betting side.

- The logical explanation for irregular betting of this nature is that the bettors knew in advance that the bets would be successful in order to have the confidence to place the significant sums that they did. The only basis upon which they could have that confidence was if Mr. Khabibulin had agreed to lose this match.

Charges 4-7

61. The ITIA explains it obtained a significant amount of data from the forensic download of ██████████ personal mobile phone and submits that the WhatsApp messages are particularly important. They represent contemporaneous exchanges that evidence how Mr. Khabibulin acted as a middleman between ██████████ as the match-fixer, and professional tennis players. Their communications were substantial and always focused on fixing tennis matches – they were not discussing anything else. Match-fixing was clearly the basis of their relationship.

62. Charge 4 concerns the singles match between ██████████ and ██████████ which took place on ██████████ November 2018 as part of an ██████████ tournament in ██████████ Thailand. The ITIA submits that Mr. Khabibulin indirectly contrived the outcome or an aspect of this match in breach of Section D.1.d of the 2018 TACP and solicited and/or facilitated ██████████ ██████████ to not use his best efforts in the match, in breach of Section D.1.e of the 2018 TACP.

63. The evidence the ITIA relies upon includes:

- The WhatsApp messages between Messrs. ██████████ and Khabibulin which to the ITIA are very clear and can only be explained by match fixing.
- ██████████ was referred to either by diminutive or by full surname in the exchanges on nine occasions making it abundantly clear that he is the person of focus and who Mr. Khabibulin was liaising with to arrange the fix.
- There is no basis for suggesting that ██████████ would have engaged with this process in such detail if he did not think that he stood to make significant sums of money from it.
- ██████████ admission that the match was fixed.
- Mr. Khabibulin's active part in the fix by delivering crucial messages to and from ██████████ that he is available and willing to fix the match.

- The nature of the bets themselves. The account that placed the [REDACTED] bets was linked to [REDACTED] either through the individual being an associate or through it being an account [REDACTED] had control over.
- The profit of a little under €8,000 that was made on the successful bets also encapsulates just how much money was bet, given there were also two lost bets which could not derail the profits completely. It instead shows how big the winnings would have been if there had been no mistakes.
- The betting observed by [REDACTED] and Skybet was the same, and the bets were placed were on [REDACTED] to lose the first set.

64. Charge 5 concerns the singles match between [REDACTED] [REDACTED] and [REDACTED] [REDACTED] which took place on [REDACTED] November 2018 as part of an [REDACTED] tournament in [REDACTED] Thailand. [REDACTED] won that match [REDACTED] [REDACTED]. This match also took place only three days prior to the match that is the subject of Charge 4. The ITIA submits that Mr. Khabibulin indirectly contrived the outcome or an aspect of this Event in breach of section D.1.d of the 2018 TACP and solicited and/or facilitated [REDACTED] to not use his best efforts in the match, in breach of Section D.1.e of the 2018 TACP. In addition, the ITIA further submits that there is sufficient evidence that Mr. Khabibulin offered [REDACTED] money with the intention of influencing [REDACTED] to not use his best efforts in the match, in breach of Section D.1.g of the 2018 TACP.

65. The evidence the ITIA relies upon is very similar to Charge 4 and includes:

- The WhatsApp exchanges between Messrs. [REDACTED] and Khabibulin.
- The various references to [REDACTED] in relation to the match, to “6000” being available for this match, to the first set scoreline being of interest, to the fact that rain stopped play and that Mr. Khabibulin and [REDACTED] agreed that [REDACTED] should be paid for that match, with [REDACTED] committing to make the payment to [REDACTED]
- Although something appears to have gone wrong with the fix (most likely due to the rain interruptions, with the scorecard showing four interruptions, including the match being postponed overnight after the first set), [REDACTED] and Mr. Khabibulin then immediately discussed when [REDACTED] could fix another match. The ongoing and sustained nature of these exchanges, with the next fix being sought immediately, clearly demonstrates the business nature of the relationship between [REDACTED] and Mr. Khabibulin.

66. Charge 6 (which was slightly amended further to the ITIA’s June 27 application under Section G.1.i of the 2022 TACP) relates to an unknown match played by [REDACTED] at some point after his match against [REDACTED] which is the subject of Charge 5. The ITIA

submits that, based on the WhatsApp exchanges between Mr. Khabibulin and [REDACTED] and the Western Union money transfer documentation, Mr. Khabibulin contrived the outcome and/or an aspect of an unknown Event in breach of Section D.1.d of the 2018 Program and that he also solicited and/or facilitated [REDACTED] and/or another Player to not use his/their best efforts during an Event in breach of Section D.1.e of the 2018 Program. Finally, the ITIA also submits that Mr. Khabibulin provided money, benefit or consideration directly or indirectly to [REDACTED] and/or another Player with the intention of negatively influencing his/their best efforts in an Event in breach of Section D.1.g of the 2018 Program. In doing so, Mr. Khabibulin breached Sections D.1.d, D.1.e and D.1.g of the 2018 TACP.

67. The evidence the ITIA relies upon includes:

- The WhatsApp messages refer to such an arrangement and the nature of the relationship between the three protagonists to establish that Mr. Khabibulin, again, acted as a middleman to procure the relevant fix through an offer and promise of payment.
- The subsequent payment made to [REDACTED] [REDACTED] and [REDACTED] [REDACTED] in the same amounts provided for in the WhatsApp exchanges through Western Union money transfers.

68. Charge 7 concerns a doubles match between [REDACTED] [REDACTED] & [REDACTED] [REDACTED] and [REDACTED] [REDACTED] & [REDACTED] [REDACTED] which took place on [REDACTED] April 2019 as part of a [REDACTED] tournament in [REDACTED] Mexico. [REDACTED] and [REDACTED] won that match [REDACTED] [REDACTED]. The ITIA submits that Mr. Khabibulin indirectly contrived the outcome or an aspect of this Event, in breach of Section D.1.d of the 2019 TACP, and that he directly solicited and/or facilitated [REDACTED] and/or [REDACTED] not to use their best efforts during the match, in breach of Section D.1.e of the 2019 TACP.

69. The evidence the ITIA relies upon is:

- The exchange of WhatsApp messages between Mr. Khabibulin and [REDACTED]. The ITIA submits there can be no doubt that their exchanges refer to this match given the screenshots of the [REDACTED] website and tournament schedule that were sent by [REDACTED] to Mr. Khabibulin.
- The WhatsApp exchanges also clearly demonstrate that all parties were proactively and willingly involved in this fix.
- [REDACTED] admission when interviewed confirms the fix was agreed to and carried out and also confirms how lucrative this fix was with total earnings of €47,000 to

be split between ██████████ Mr. Khabibulin, one or both of ██████████ and ██████████ and any of ██████████ betting associates.

- The available betting evidence which shows there are five suspicious betting accounts identified by ██████████ (although the ITIA can only identify one of those as being related to ██████████ which is the account he has admitted being associated with that has the username ‘██████████’
- Five bets were placed totalling over £19,000 in a two-minute period, with each bet being successful. The ITIA submits that such confident betting in such a short period for such significant sums can only be explained because the bettor was aware in advance that the bets would be successful, as of course ██████████ has admitted.
- The remaining four accounts are, the ITIA submits, also likely to be associated with ██████████ given his admissions of earnings of €47,000 and the five accounts together saw a total profit of £48,000.
- The overlap in the bets placed is also obvious with the same bets placed on ██████████ ██████████ and ██████████ to win the match as well as a limited number of others which all were in favour of ██████████ and ██████████ It is plainly unlikely that five accounts, all betting independently, should bet similar sums, at similar times, on the same betting market and all be successful.

Charge 8

70. In addition, or in the alternative, to Charges 1 to 7 above, the ITIA submits that Mr. Khabibulin failed to report corrupt approaches made to him, per Section D.2.a.i and/or failed to report the knowledge or suspicion he had of Corrupt Offences under Section D.2.a.ii.

71. The ITIA’s position in this regard is simple. As described in the above instances, the ITIA alleges that Mr. Khabibulin was party to discussions regarding corruption offences with ██████████ ██████████ in relation to, as a minimum, Charges 4 to 7. In relation to the other Charges, it may be inferred that he was in contact with ██████████ or with other third parties. It is inconceivable that Mr. Khabibulin did not have knowledge of the corrupt practices of ██████████ ██████████ (and the Greek organised betting syndicate of which ██████████ was a part) given their relationship, with the same inference being applied to any third-party relationships. Mr. Khabibulin was therefore required to report that information to the ITIA at the relevant time. However, he elected not to do so and that failure was a clear breach of Section D.2.a.i and/or D.2.a.ii of the relevant TACPs.

Charge 9

72. The ITIA alleges that Mr. Khabibulin has committed a breach of Section F.2.b of the 2020 TACP, which reads: *“All Covered Persons must cooperate fully with investigations conducted by the TIU including giving evidence at hearings, if requested . . .”*.

73. In this regard, the ITIA relies on Ms. Bain’s statement and testimony that:

- she sought the relevant bank account information with Mr. Khabibulin in order to check for evidence around the possible deposit of funds into bank accounts in Mr. Khabibulin’s name that may demonstrate payments relating to match-fixing.
- That this request was reasonable in order to assist the investigation.
- That Mr. Khabibulin was clearly aware of the request, having initially taken some steps to comply.
- Mr. Khabibulin provided no substantive response despite being chased to do so, despite confirming he would do so.

Conclusion

74. On the basis of the evidence set out by the ITIA’s witness evidence and these submissions, the ITIA submits that Mr. Khabibulin should be found liable for all of the offences that are the subject of the Charges.

II. MR. KHABIBULIN’S SUBMISSIONS

75. Although he was given the opportunity to do so on the same timelines as the other Covered Persons, and then invited on three other occasions to do so after his deadline had lapsed, submissions were not filed by Mr. Khabibulin until 28 June 2023, when he filed a statement providing the following:

“I fully agree with the accusations brought against me and I deeply regret what I did. At the same time, I believe that admitting of own mistakes is the path of correction.

I ask you to show leniency and allow me to work as a coach, to participate in tournaments as a coach, so by my personal example I can show how important is to make the right choice and have the right beliefs.

I urge you only to take into account my youthful age, emotional state and the difficult financial situation in which I was.

I am ready to cooperate and report any new information or suspicion of a corruption offense to ITIA in the future.”

76. Then, later in the day, Mr. Khabibulin recanted part of his admission by filling out and submitting the following form that had been provided to him by the ITIA to this end.

77. Mr. Khabibulin confirmed at the hearing that he had been assisted by an unnamed legal advisor to draft his admission and later to fill out the chart.

Charge	Match	Alleged Offence	Do you admit? (Yes/No)
1	Timur Khabibulin & ██████████ v ██████████ & ██████████ ██████ April 2014	(2014) D.1.b – facilitation (2014) D.1.d – contriving	Yes
			No
2	Timur Khabibulin v ██████████ ██████ February 2016	(2016) D.1.b – facilitation (2016) D.1.d - contriving	Yes
			No
3	Timur Khabibulin v ██████████ ██████ October 2016	(2016) D.1.b – facilitation (2016) D.1.d – contriving	Yes
			No
4	██████████ v ██████████ 13 November 2018	(2018) D.1.d – contriving (2018) D.1.e – solicitation/facilitation	No
			No
5	██████████ v ██████████ ██████ November 2018	(2018) D.1.d – contriving (2018) D.1.e – solicitation/facilitation (2018) D.1.g – offering	No
			No
			No
6	Precise match details unknown, but believed to involve ██████████ (and other another Player)	(2018) D.1.d – contriving (2018) D.1.e – solicitation/facilitation (2018) D.1.g – providing	No
			No
			No
7	██████████ & ██████████ v ██████████ & ██████████	(2019) D.1.d – contriving	No
			No

	■ April 2019	(2019) D.1.e – solicitation/facilitation	
8	N/A	(2018) D.2.a.i – non-reporting (2018) D.2.a.ii – non-reporting (2019) D.2.a.i – non-reporting (2019) D.2.a.ii – non-reporting	Yes
9	N/A	(2020) F.2.b – non-cooperation	Yes

78. At the hearing, Mr. Khabibulin adamantly denied having ever fixed matches with ■■■■■ or ■■■■■. He also adamantly denied having received or written any of the WhatsApp messages pulled from ■■■■■ phone that the ITIA tendered as evidence and asserted time and time again rather that someone must have hacked or taken his phone.

DELIBERATIONS

79. Before assessment of the merits of each Charge, the AHO deems it imperative to address the ITIA’s submission on the significance of ■■■■■ admissions as they relate to the Charges brought against Mr. Khabibulin.

Mr. Khabibulin’s relationship with ■■■■■

80. The ITIA submits that ■■■■■ admissions are significant. For several years ■■■■■ was a professional gambler and match-fixer. He made substantial profits from his corrupt activity. One of ■■■■■ principal contacts was Mr. Khabibulin. They were close and their relationship was at times a strong one as they worked together for significant financial return. In one interview, ■■■■■ referred to having made *“more than \$200,000 or maybe \$300,000...between March and June of 2016, only from Khabibulin.”*

81. In his interviews with ITIA investigator Denise Bain, ■■■■■ described his relationship with Mr. Khabibulin as *“something like friends”* which reflects the fact that the basis of the relationship was the business of match-fixing for profit. The ITIA submits that *“the extent of the relationship is portrayed across the available WhatsApp messages as they speak in detail about the possibility of fixing many matches and can be seen in the language used*

and references to the shared experiences. The messages are of course contemporaneous and speak for themselves. They are of significant evidential value in these proceedings". The AHO agrees. Even if untested because he was not available for cross-examination and when considered alongside the other persuasive evidence tendered by the ITIA, [REDACTED] admissions are considered probative in relation to all the Charges brought against Mr. Khabibulin.

82. As clearly displayed and evidenced from their WhatsApp messages, Mr. Khabibulin and [REDACTED] maintained a detailed level of engagement with each other. They would often communicate; daily and in depth. The AHO finds the ITIA evidence in this regard quite compelling and far more convincing than Mr. Khabibulin's blanket assertion that none of the many pages of spreadsheets of WhatsApp messages were written or received by him and that the possibility exists that someone hacked his phone. The latter, to the AHO, is an implausible proposition.
83. Mr. Khabibulin first admitted to committing all corruption offences for which he was charged, before recanting on this to exclude the involvement of other players. This is not unsurprising; facing a significant sanction under the TACP for his admitted offences, there is no need for him to bring the others down with him.
84. In the end, Mr. Khabibulin admits to all the Charges related to three matches he himself fixed, all the while refusing to offer any details on the individuals with whom he dealt with to arrange the fixed matches and profit from them. He denies that [REDACTED] was involved in those, just as he denies that [REDACTED] was involved in all the matches in relation to which he has been charged with corruption offences.
85. Mr. Khabibulin's claim that he has no recollection of any of his dealings with [REDACTED] considering the relationship they clearly had, significantly hinders his credibility. His lack of explanations for the detailed WhatsApp messages, Facebook messages, betting operator evidence and [REDACTED] recollection of events, which he says has been wholly fabricated, are not convincing.
86. Conversely, as the ITIA submits, Mr. Khabibulin's line of defense is not logical:

"None of it works and the narrative does not make sense. His relationship with [REDACTED] is based upon trust, one that ensures betting is done, ensures that players are ready and that is founded on a team effort. That's the only way it can work, the only way to make the business work, and that a plain reading of the WhatsApp messages allows anyone who reads them to understand what's happening".

87. To the AHO, there is no doubt that the messages between ██████████ and Mr. Khabibulin's phone were in fact sent and received by Mr. Khabibulin. These messages were forensically downloaded and verified. There is no reason to believe they were made up and, given the sheer volume of messages and their detailed content, the suggestion that they were both "made up" by ██████████ and never seen by Mr. Khabibulin, considering they were sent and received to his phone number(s) is preposterous. The messages all clearly related to match-fixing and render Mr. Khabibulin liable for all the TACP offences outlined herein.

88. While the inability to cross-examine ██████████ on his evidence remains a thorn at the ITIA's side, there is little doubt that the clarity and detail in which ██████████ recalls certain elements, read alongside the WhatsApp messages and factual circumstances of each alleged fix, together provide evidence with sufficient evidentiary weight to surpass the preponderance of evidence threshold with ease. As submitted by the ITIA, the exchanges between ██████████ and Mr. Khabibulin are detailed and purposeful. ██████████ was in the business of fixing matches. On the evidence, so too was Mr. Khabibulin.

89. In order of weight, the WhatsApp evidence (audio, video and written) forensically downloaded from ██████████ phone, Facebook evidence, the betting syndicate evidence, Mr. Khabibulin's admission, even if half of it was later retracted, Mr. Khabibulin's interview transcripts, and ██████████ recollection and explanations in interview as recounted by Ms. Denise Bain at the hearing, all allow the AHO to draw logical inferences and find on a balance of probabilities that, in addition to his matches that he has admitted fixing and for which he is liable, Mr. Khabibulin also contrived to fix all the other matches, involving ██████████ ██████████ and ██████████ and other Covered Persons, which are the basis of the rest of the Charges against him. He is thus also liable for those.

90. The ITIA has thus succeeded in proving all charges, including the failure to report and to cooperate with the investigation. On a balance of probabilities, Mr. Khabibulin is found liable for all Charges brought against him.

91. The AHO's succinct reasons for her findings of liability are offered below.

Charge 1: Timur Khabibulin & ██████████, ██████████ v ██████████, ██████████ & ██████████, ██████████ April 2014

92. Mr. Khabibulin admitted to facilitating this match in contravention to Section D.1.b of the 2014 TACP, therefore that Charge is established and he is liable for the same.

93. Although he first admitted this Charge along with Charges 2 and 3, Mr. Khabibulin retracted his admission of contriving to fix matches when he submitted the Chart. However, at the hearing, he expressly admitted to deliberately fixing this match. The Oxford English dictionary defines contriving as "*creating or bringing about a situation by deliberate use of*

skill and artifice". On his admission, which is supported by compelling documentary and betting syndicate evidence, the AHO is satisfied that Mr. Khabibulin has also contrived this match in breach of Section D.1.d of the 2014 TACP.

Charge 2: Timur Khabibulin v [REDACTED] [REDACTED] [REDACTED] February 2016

94. The AHO adopts an identical reasoning to Charge 1 for Charge 2 and finds that Mr. Khabibulin is liable for facilitating and contriving this match in contravention to Sections D.1.b and D.1.d of the 2016 TACP.

Charge 3: Timur Khabibulin v [REDACTED] [REDACTED] [REDACTED] October 2016

95. The AHO adopts an identical reasoning to Charges 1 and 2 for Charge 3, and finds that Mr. Khabibulin is liable for facilitating and contriving this match in contravention to Sections D.1.b and D.1.d of the 2016 TACP.

Charge 4 [REDACTED] [REDACTED] v [REDACTED] [REDACTED] November 2018

96. The compelling evidence tendered by the ITIA, most significantly the WhatsApp messages and the betting evidence, lead the AHO to find that Mr. Khabibulin is liable for contriving and either soliciting or facilitating or both the fixing of this match in contravention to Sections D.1.d and D.1.e of the 2018 TACP.

Charge 5 [REDACTED] [REDACTED] v [REDACTED] [REDACTED] [REDACTED] November 2018

97. The compelling evidence tendered by the ITIA, most significantly the WhatsApp messages, lead the AHO to find that Mr. Khabibulin both attempted and or effectively contrived and either solicited or facilitated or both the fixing of this match in contravention to Sections D.1.d and D.1.e of the 2018 TACP.

98. The WhatsApp evidence is sufficient and allows the ITIA to succeed in proving on a balance of probabilities that Mr. Khabibulin contacted [REDACTED] prior to this match and offered to pay him for fixing it, thereby breaching Section D.1.g of the 2018 TACP.

Charge 6 Precise match details unknown, but believed to involve [REDACTED] [REDACTED] (and other another Player)

99. The compelling evidence tendered by the ITIA (and discussed in greater detail in the parallel Ruling in the [REDACTED] matter), significantly the WhatsApp messages and the

corroborating documentary evidence in the form of Western Union Wire Transfer confirmations which substantiates the content of the WhatsApp messages, together lead the AHO to find that Mr. Khabibulin both contrived and either solicited or facilitated or both the fixing of this match in contravention to Sections D.1.d and D.1.e of the 2018 TACP.

100. As it appears the wire transfers were sent to Messrs. █████ and █████ by █████ and his Greek betting syndicate, Mr. Khabibulin did not “provide” anything to █████ However, the WhatsApp messages signal that he “offered” this money to █████ in payment for fixing a future match. Therefore, the ITIA succeeds in establishing that Mr. Khabibulin directly or indirectly offered benefit or consideration to █████ with the intention of negatively influencing this Player’s best efforts.

Charge 7 █████ & █████ v █████ & █████ April 2019

101. As explained above, the compelling evidence tendered by the ITIA, most significantly the WhatsApp messages and the very compelling betting evidence which corroborate the WhatsApp messages together allow the AHO to find that Mr. Khabibulin both contrived and either solicited or facilitated or both the fixing of this match in contravention to Sections D.1.d and D.1.e of the 2019 TACP.

Charge 8 Non-Reporting

102. The logical conclusion to be drawn from the 7 established Charges is that Mr. Khabibulin failed to report █████ and all his associates’ corrupt activities to the ITIA (or TIU at the time).

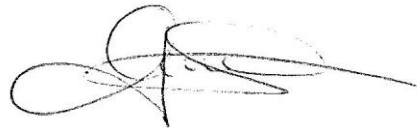
Charge 9 Non-Cooperation

103. As Mr. Khabibulin failed to provide his bank statements to the ITIA, and although he claims that he did not do so because he was nervous, on the evidence and by his admission, the ITIA has also established that Mr. Khabibulin breached Section F.2.b of the 2020 TACP.

RULING

104. The Covered Person, Timur Khabibulin, is liable for all the Charges laid out in the ITIA's Schedule 1 to the 13 December 2022 Notice of Major Offense and its 28 June 2023 amendments.
105. As provided in paragraph 40 of Procedural Order 1 and Section G.4.a of the TACP, a provisional suspension is to be immediately imposed on Mr. Khabibulin pending the AHO's Decision on Sanction.
106. As agreed by all Parties at the hearing, Submissions on Sanction are to be filed by the ITIA within four weeks of the issuance of this Ruling on Liability and Mr. Khabibulin's Submissions on Sanction are to be filed within four weeks of the ITIA's Submissions. The AHO will then issue a Decision on Sanction in accordance with the TACP, which will be appealable to the Court of Arbitration for Sport.

Dated at Beaconsfield, Quebec this 25th day of July 2023



Janie Soublière C. Arb.
Anti-Corruption Hearing Officer