IN THE MATTER OF AN APPEAL
BEFORE THE APPEALS PANEL OF TABLE TENNIS ENGLAND
UNDER THE REGULATIONS OF TABLE TENNIS ENGLAND

B E T W E E N :

(1) KAZEEM ADELEKE

(2) JOSEPH FERREIRA-LANGHAM

(3) DARIUS KNIGHT

(4) LUKE SAVILL

(the Appellants)

– v –

TABLE TENNIS ENGLAND

(Respondent)

DECISION ON APPEAL

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1. INTRODUCTION

1. The Appellants, Mr Adeleke (**KA**), Mr Ferreira-Langham (**JF**), Mr Knight (**DK**) and Mr Savill (**LS**) (together, the **Appellants**) have each sought to appeal against a decision of the Table Tennis England (**TTE**) Disciplinary Committee (the **DC**) dated 17 March 2025 and communicated to the parties on 18 March 2025 (the **DC Decision**).

2. On 25 September 2025, the Panel conducted a consolidated hearing of the Appeals. The hearing was attended by each of the Appellants, with KA, JF and LS each representing themselves. DK was represented by Max Baines of Red Lion Chambers, as well as his solicitors, Hannah Clipston, Dov Katz and Rebecca Whiting, all of Blake Morgan LLP. TTE was represented at the hearing by Louis Weston of Outer Temple Chambers, and attended itself through Joanna Keay-Blythe. The Panel as assisted from an administrative perspective by Sue Wressell and Nigel Gibson-Birch acted as independent legal clerk to the Panel.

3. The appeal hearing concluded after a full day's submissions and the decision was reserved to enable the Panel to deliberate on the submissions that had been presented by the Parties. The Panel was grateful to all Parties for their clear and helpful presentation of the case, and in particular to KA, JF and LS for the obvious time and effort that had gone into preparing their submissions, bearing in mind that they were each unrepresented.

2. FACTUAL BACKGROUND AND FINDINGS OF THE DC

4. The background to these Appeals was set out in some detail in the DC Decision and is not repeated here save in summary form. In brief, the case before the DC arose out of an investigation into betting on table tennis matches which followed the conviction in Australia of Mr Adam Green for match-fixing in table tennis. The allegations made by TTE can be broadly summarised as follows:

    a. Adam Green was involved in fixing the outcome of table tennis matches in Ukraine and betting upon them;

    b. Mr Green shared this information (i.e. that certain matches were fixed) with LS directly;

    c. LS then shared this information, likely with DK, who re-shared the information with a broader group including KA and JF;

d. LS, DK,[1] JF and KA each placed bets on matches which Mr Green and his associates had fixed, the inference being that they knew that the outcome was fixed or they were in possession of very high quality inside information as to the results; and

e. in the cases of LS and DK, they did not cooperate with TTE's investigation.

5. This case was put to the Appellants by way of 14 charges as follows:

> **Charge 1** Luke Savill between 28 August 2018 and 18 December 2020, was a party to match fixing with Adam Green in breach of:
> a. §3.1.10 of the TTE Disciplinary Regulations 2019 (the **DR2019**),
> b. §3.1.10 of the TTE Disciplinary Regulations 2020 (the **DR2020**), and/or
> c. §3.2.1 of the TTE Anti-Corruption Regulations (the **ACR**).
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> **Charge 2** Luke Savill, between 28 August 2018 and 18 December 2020, took part in betting on table tennis in breach of:
> a. §3.1.9 of the DR2019,
> b. §3.1.9 of the DR2020, and/or
> c. §3.1.1 of the ACR.
>
> **Charge 3** Luke Savill, between 28 August 2018 and 18 December 2020, used inside information for betting on table tennis in breach of §3.4.1 of the ACR.
>
> **Charge 4** Luke Savill, between 28 August 2018 and 18 December 2020, disclosed inside information for betting on table tennis in breach of §3.4.2 of the ACR.
>
> **Charge 5** Luke Savill, between 28 August 2018 and 18 December 2020, failed to disclose the betting of Adam Green, and/or his involvement in match fixing in relation to table tennis in breach of §3.5.5 of the ACR.
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> **Charge 6** Luke Savill, between 1 March 2024 and 2 December 2024, failed to provide reasonable assistance to an investigation carried out by TTE in breach of §8.3 of the DR2023 by:
> a) Failing to give any response to an email of 13 March 2024, and/or
> b) Failing to give any response to an email of 18 March 2024.
>
> **Charge 7** Darius Knight, between 1 January 2020 and 18 December 2020, was a party to match fixing on table tennis matches in breach of:
> a) §3.1.10 of the DR2020, and/or
> b) §3.2.1 of the ACR.
>
> **Charge 8** Darius Knight, between 1 January 2020 and 18 December 2020, disclosed inside information for betting on table tennis in breach of §3.4.2 of the ACR.
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> **Charge 9** Darius Knight, between 11 November 2018 and 18 December 2020 took part in betting on table tennis in breach of:
> a) §3.1.9 of the DR2019,
> b) §3.1.9 of the DR2020, and/or
> c) §3.1.1 of the ACR.

[1] In DK's case, TTE also alleged that, in addition to his own accounts, he used proxy accounts (i.e. accounts held by others) to bet on the fixed matches.

Charge 10 Darius Knight, between 1 March 2024 and 2 December 2024, failed to provide reasonable assistance to an investigation carried out by TTE in breach of §8.3 of the DR2023 by failing to provide documentation requested by TTE's investigator in an email of 12 March 2024.

Charge 11 Kazeem Adeleke, between 1 January 2020 and 18 December 2020, was a party to match fixing on table tennis matches in breach of:
a) §3.1.10 of the DR2020, and/or
b) §3.2.1 of the ACR.

Charge 12 Kazeem Adeleke, between 19 October 2018 and 28 April 2019 took part in betting on table tennis in breach of:
a) §3.1.9 of the DR2019,
b) §3.1.9 of the DR2020, and/or
c) §3.1.1 of the ACR.

Charge 13 Joseph Langham Ferreira, between 1 January 2020 and 18 December 2020, was a party to match fixing on table tennis matches in breach of:
a) §3.1.10 of the DR2020, and/or
b) §3.2.1 of the ACR.

Charge 14 Joseph Langham Ferreira, between 29 May 2020 and 1 June 2020 took part in betting on table tennis in breach of:
a) §3.1.9 of the DR2019,
b) §3.1.9 of the DR2020, and/or
c) §3.1.1 of the ACR. [2]

6. The DC was presented with evidence running to thousands of pages, including emails, various instant message conversations (including by WhatsApp and Viber), spreadsheets of betting data, interview transcripts and, in some cases, relevant banking information. A hearing before the DC was held on 6 March 2025, at which TTE was represented by Louis Weston, and DK and JF represented themselves. LS and KA did not attend.

7. Following the hearing, the DC found the charges proven on the balance of probabilities as follows:

a. As regards LS:

"Charge 1 – he bet on fixed matches with Adam Green.

Charge 2 – he bet on table tennis with Adam Green as well as with Darius Knight and the other Respondents.

Charge 3 – he used Inside Information to bet on table tennis matches based on the success rate of his bets.

Charge 4 – he passed on inside information on matches that would be fixed to others, including Adam Geen and Darius Knight to use for betting.

Charge 5 – he failed to parties impacted by the betting.

Charge 6 – he failed to engage or cooperate with the TTE investigation or the disciplinary process".

[2] The Panel notes that there is some inconsistent numbering of the charges in the DC's decision. For the purposes of this decision, Charges 11 and 12 relate to KA and Charges 13 and 14 related to JF.

b. As regards DK:

> "Charge 7 – bet on Table Tennis matches which were known to be fixed and were the same bets as Mr Green. Darius Knight and Mr Haxhillazi used other proxy accounts to place bets on these fixed matches with again similar bets as Mr Green, as demonstrated in the submission SR-13.
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> Charge 8 – shared Inside Information, including details of matches that would be fixed, with his network of bettors including Mr Haxhillazi.
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> Charge 9 – bet using his own account which, although he initially pleaded not guilty to the charge, he admitted to betting on the outcomes of table tennis matches during the cross examination by TTE.
>
> Charge 10 – failed to cooperate with the investigation and deliberately concealed information from the TTE (and the Panel) that may not have been favourable to his defence".

c. As regards JF:

> "Charge [13] bet on fixed matches in his named account and was involved in the enterprise, and although was not the main mover, his money transfers with Mr Haxhillazi demonstrated that he had a connection with him.
>
> Charge [14] - bet using his own account which, although he initially pleaded not guilty to the charge, he admitted to betting on the outcomes of table tennis matches during the cross examination from TTE".[3]

d. As regards KA:

> "Charge [11] – bet on fixed matches in his named account and that he was involved in the enterprise, although he was not the main mover.
>
> Charge [12] – bet on table tennis as admitted in his email of 4th March 2025, and was a party to the bets placed using his account".

8. As a result of these findings of fact, the following sanctions were imposed:

a. LS was suspended indefinitely (subject to reconsideration by the TTE Board after six years from 6 March 2025) and ordered to pay costs of £11,723.48 within 28 days from 6 March 2025.

b. DK was suspended for 6 years from 6 March 2025 and ordered to pay costs of £11,723.48 within 28 days from 6 March 2025.

c. KA was suspended for 5 years from 6 March 2025 and ordered to pay costs of £11,723.48 within 28 days from 6 March 2025.

d. JF was suspended for 3 years from 6 March 2025 and ordered to pay costs of £11,723.48 within 28 days from 6 March 2025.

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[3] See footnote 2 above regarding the numbering of the charges.

3. PROCEDURAL HISTORY ON APPEAL

9. The Panel sets out below a brief procedural history of these appeals. This history is not intended to be exhaustive, but to record the significant events leading up to the hearing of the Appeals on 25 September 2025. At all times, the Panel has had close regard to the scope of its jurisdiction, which the Parties were in agreement was in the nature of review, rather than re-hearing or *de novo* hearing.

10. The first matter for the Appeals Panel (the **Panel**) to consider was whether, for the purposes of the TTE Right of Appeal Regulations (the **Appeal Regulations**) and Appeals Panel Standing Orders (the **Standing Orders**), the appeals ought to be accepted. Standing Order 3.1 provides, in this regard that "*the Panel shall consider whether the Appeals Panel has jurisdiction to hear* [the appeal] *and, if it was not submitted in due time, whether it can be admitted*".

11. By way of its Procedural Order No. 1 dated 7 May 2025, the Panel admitted the appeals from DK, KA and JF. LS's appeal was also subsequently admitted.

12. Also by way of Procedural Order No. 1, the Panel determined that the four appeals should be consolidated and heard together. Each of the Appellants raised similar arguments in their appeals, and procedural economy dictated that they should be heard together.

13. Subsequently, JF made an application to adduce certain new evidence, said to be relevant to his appeal, pursuant to the *Ladd v. Marshall* criteria. The Panel allowed the application with respect to the new character evidence of Aaron McKibbin (which was not disputed by TTE) but denied the application with respect to the evidence of Mr Haxhillazi and the evidence of Mr Grethe. The Panel did not accept JF's argument that he could not reasonably have contacted Mr Haxhillazi and Mr Grethe in order to obtain evidence to place before the DC.

14. As TTE pointed out, Mr Haxhillazi's evidence was obtained just a day after the hearing of the DC, which took place on 6 March 2025. In the Panel's view, that clearly demonstrated the ease with which JF was able to contact Mr Haxhillazi and, as such, the Panel determined that JF could and should have obtained that evidence earlier. The Panel did not accept that JF, despite his lack of legal representation, considered himself bound by confidentiality: as TTE pointed out, JF had already submitted a statement from Conor Whitehead in January 2025.

15. As regards the evidence of Mr Grethe, the Panel accepted TTE's submission that there was no explanation of why the evidence was not made available to the DC. Accordingly, it was inadmissible on appeal.

16. In accordance with the Panel's directions, each of the parties (save for KA) subsequently submitted a skeleton argument, which the Panel considered closely prior to the hearing. Whilst

no reasons were given for KA declining to submit a skeleton argument, the Panel did not hold this against him in its consideration of the issues.

4. THE ISSUES ON APPEAL

17. In the sections that follow, the Panel deals with the arguments made by (or on behalf of) each of the Appellants, both where they are made by one or more Appellants, and where they are made separately. The Panel indicates below where and to the extent there is any cross-applicability of the arguments. We do not attempt to reproduce every point made by the parties, although we have considered them all with care. What follows is the Panel's decision on the pertinent matters in dispute, which are sufficient to determine the Appeals.

a. Darius Knight

i. Charge 7 – Was DK a "party" to match fixing?

18. DK's first ground of appeal was that the DC Decision was unreasonable on the basis that it is not sufficient for a match-fixing charge for TTE simply to prove that DK bet on matches which were fixed. DK's argument was that he had been charged with being a "party" to match fixing and that, as a matter of construction, this required him to have agency in the fix itself. DK submitted that the DC Decision, at its highest, found DK to have had knowledge of a fix, and then to have placed bets on this outcome – but not that he had agency in the fix itself. Accordingly, DK submitted that it was unreasonable for the DC to have found that he was a "party" to the fix.

19. In support of this argument, DK made the following submissions:

a. The fixing of a result can be achieved or arranged by a limited number of people including the player, the payor, or anyone directly assisting those individuals (such as an official) to implement the fix. DK was none of those and had no agency in the fix itself.

b. The offence of match-fixing crystallises at a point in time, when agreement is reached by those parties arranging and implementing the fix (as set out above). Betting on the fix is subsequent to the fix itself and individuals cannot become involved as a "party" to the fix after it has crystallised.

c. As Mr Baines put it, "*knowledge plus bets*" does not make an individual a "party" to the fix – otherwise the potential offence would apply to anyone in receipt of the information, by whatever means. In DK's submission, a bettor who did not participate in the fix itself "*can no more be said to have participated in the fix than a handler of stolen goods can be said to have participated in the original theft*".

d. The fallacy in the "*knowledge plus bets*" approach is demonstrated by the existence of the alternative and separate offence of betting using inside information. Either the existence of a fix is "inside information" (and therefore DK's actions ought to have been captured by a charge of betting using inside information), or it is not – in which case the charge which TTE did bring against DK, that of disclosing inside information for betting purposes, makes no sense (because such "inside information" would not, on TTE's case, relate to fixing). Mr Baines suggested that TTE was trying to "*have it both ways*".

20. In response to these arguments, TTE made the following submissions:

a. TTE's case theory before the DC was that this arrangement was a for-profit enterprise and that money flowed back from bettors, via Mr Green, to unknown individuals in Ukraine. DK funded betting using his money and was therefore a "party" to the fix. DK had failed to supply the DC with his bank statements and it was therefore open to the DC to draw an adverse inference that his bank accounts would have shown that he was taking part in transferring the proceeds of the fixed betting to the fixers in Ukraine and/or Mr Green and/or LS. That was, on TTE's case, sufficient for DK to be a party to the fix even on his own case.

b. In any event, TTE argued that "*knowledge plus bets*" is sufficient for a finding that an individual is a party to a fix in circumstances where the bettor knew from the source of the fix that the event was fixed, placed bets, and did not do so charitably but as part of a broader scheme (either by betting themselves or by allowing their account to be used for those purposes).

c. The stolen goods analogy advanced by DK was inapposite. As with the criminal offence of theft, it is possible for a person to be a party to match-fixing after the original agreement is reached. In this respect, TTE submitted that match-fixing is a continuous offence, rather than one which crystallises and is complete once agreement is reached.

d. DK had not only been charged under the ACR, but also the DCR, which prohibit individuals from "*taking any part*" in match fixing. It was submitted that this was a broader formulation than being a "party" and was apt to capture DK's conduct if indeed that conduct amounted to no more than "*knowledge plus bets*".

e. Finally, TTE submitted that the offence of betting using inside information was not intended to cover match-fixing and was directed towards information of a different character, such as a player's injury status or motivation. On that basis, TTE submitted that the correct charge was indeed one of being a party to (and/or taking part in) match-fixing.

21. The Panel considered that these arguments were finally balanced. Unfortunately, the Panel was unable to derive significant assistance from the DC Decision, which gave scant reasons for reaching the brief conclusions it did. Nevertheless, the starting point for the Tribunal's analysis must be with the charge itself and the findings of the DC.

22. DK was charged on 6 December 2024 as follows:

> "Darius Knight, between 1 January 2020 and 18 December 2020, was a party to match fixing on table tennis matches in breach of:
>
> a) §3.1.10 of the DR2020, and/or
> b) §3.2.1 of the ACR."

23. As set out above, in relation to this charge, the DC found that DK:

> "bet on Table Tennis matches which were known to be fixed and were the same bets as Mr Green. Darius Knight and Mr Haxhillazi used other proxy accounts to place bets on these fixed matches with again similar bets as Mr Green".

24. There are two primary findings of fact here: first that DK bet on matches which he knew were fixed ("*knowledge plus bets*"), and second that DK used proxy accounts to place further bets on matches he knew were fixed. DK did not seek to persuade us that either finding was wrong or unreasonable. Rather, DK's submissions are directed to the consequences that flow from these findings. Unfortunately, the DC Decision does not expressly draw the link between these findings of fact and its finding that the charge was proven, making the Panel's task on appeal significantly more difficult.

25. As regards the question of whether "*knowledge plus bets*" is sufficient to make an individual a party to a fix, the Panel agreed with DK's submission that there is a distinction between the fix itself (whereby the outcome of a match, or an event therein, is predetermined and manipulated) and placing bets on an outcome in the knowledge that it is fixed. It matters not whether the fix is a single or a continuous act: simply placing bets on a fixed outcome does not make an individual party to that arrangement.

26. The Panel was reinforced in this conclusion by the wording of ADR 3.2.1 itself, which prohibits "[f]*ixing or contriving in any way or otherwise improperly influencing, or being a party to fix or contrive in any way or otherwise improperly influence, the result, progress, outcome, conduct or any other aspect of a competition*". The use of the verbs "fixing", "contriving" and "influencing" demonstrates that it is the act of manipulation – or being a party to that act – that is prohibited by this provision. Parties to such manipulation include, but may not be limited to, the payors, their intermediaries, and those players (and any others such as officials) actually implementing the fix – all of these individuals are either part of the mechanism of the fix or the reason for the fix. But they do not include third parties outside the circle of those implementing the fix, who bet on the outcome having learned (by whatever means) that it was fixed. Those third parties may benefit

from match-fixing – which is itself deplorable and contrary to the rules for regulated individuals – but they are not themselves the fixers or party to the fix.

27. For the same reasons, the DC's second finding, that DK also placed bets on proxy accounts, is not sufficient to make him a party to the fix. The fix is the act of manipulating of the result (or being a party thereto): betting by third parties, whether directly or by proxy, is separate. Put differently, the use of proxy accounts as a way of maximising profits may aggravate the betting by DK, but it does not elevate his status to one of a party to match-fixing.

28. The Panel agrees with DK that the existence of the offence of betting using inside information lends support to this interpretation. The ACR define "Inside Information" as "*any information relating to a competition that participants possess by virtue of their position within the sport*". Whilst TTE is correct that the offence therefore covers betting on the basis of information about injuries and other similar matters which is not in the public domain, this formulation is broad and "*any information*" can plainly include information regarding fixed matches.

29. DK's argument that this conclusion is further supported by the fact of Charge 8 (i.e., the "disclosure of inside information" charge), which necessarily requires inside information to include knowledge of a fix, is a good one. It also bears emphasis that LS was charged with both being a party to match-fixing (Charge 1) and using inside information for betting on table tennis (Charge 3), and there was no suggestion that the inside information used was anything other than in relation to fixed matches.

30. As regards the adverse inferences argument, TTE is correct that it was open to the DC to infer that DK had been involved in the transfer of monies back to the organisers of the fix in Ukraine and/or Mr Green and/or LS. However, the Panel expressly does not make any findings on whether this would have made DK a party to the fix because there is nothing in the DC Decision to suggest or even imply that such an inference was drawn. It would be incorrect for us to assume that such an important and serious inference had been drawn by the DC absent express indication, of which there is none.

31. TTE further argued that DK was charged not only with a breach of the ACR, but also with a breach of the DCR, which prohibit "*taking part in*" match fixing. The Panel agrees with TTE that this is potentially a broader formulation than being a party to match fixing. However, the charge itself alleged that DK "*was a party to match fixing*" as a matter of fact, rather than as a matter of the regulations. That was the conduct alleged to have breached both the ACR and the DCR, and that drafting cannot be escaped.

32. In the circumstances, the DC's findings of fact are not capable of forming the basis of a finding that DK was a party to a fix – that finding was outside the range of responses properly available

to the DC. Therefore, the Panel concludes that it was unreasonable for the DC to find Charge 7 proved and this aspect of the appeal is allowed.

33. This is not a decision we reached lightly. However, we are bound to consider matters by reference to the language of the charges and the DC Decision, not what the charges might have been or what the DC Decision might have said. As set out above, it was alleged as a matter of fact that DK was a party to the fixing, and we have concluded that this charge cannot be proved on the basis of the DC's sparse findings of fact: the gap in the DC's logic is too great. "*Knowledge plus bets*", even when the source of that knowledge is a fixer and the bettor seeks to maximise profits using proxy accounts, does not render the bettor a party to the fixing arrangement itself.

ii. Applicability of this argument to other Appellants

34. Each of the other Appellants was charged – again as a matter of fact rather than as a matter of the regulations – with being "*a party to match fixing on table tennis matches*". The Panel must, therefore, consider the extent to which each of those Appellants was a party (properly so-called) to the fixes.[4] In the cases of JF (Charge 13) and KA (Charge 11),[5] this is a straightforward exercise. They were each further removed from the fixes than DK and, for the same reasons, the DC fell into unreasonableness when it concluded that they were a party to the fixes. The Panel reaches this conclusion despite the DC's finding that each of JF and KA were "*involved in the enterprise*". We interpret the word "*enterprise*" in that finding to refer to the use of various accounts to bet on the fix and maximise the profit derived from the Appellants' knowledge of the fix, rather than being involved in the arrangement of the fix itself.

35. The appeals of JF and KA against Charges 13 and 11 respectively are therefore allowed on the same basis as that of DK.

36. The case of LS (Charge 1) is somewhat different because LS was evidently closer to the implementation of the fixes than the other Appellants. The DC's sole finding of fact on Charge 1, on the basis of which it concluded that LS was a "party" to the fixes, was that "*he bet on fixed matches with Adam Green*". That is, with respect to the DC, a somewhat opaque statement which admits of many potential meanings and levels of involvement on the part of LS.

37. The Panel has therefore had some recourse to the underlying materials in its review, in an effort to shed some light on the DC's finding. The Panel was struck in particular by TTE's case summary before the DC, in which it was said as follows:

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4 Although none of the other Appellants expressly adopted DK's submissions, JF made very similar submissions and, on the basis that the other Appellants were unrepresented, the Panel gave them the benefit of the doubt in this regard. It would also be unfair and incorrect for the Panel to penalise any Appellant for not expressly raising an argument that was nevertheless applicable to them.

5 See footnote 2 above.

"The proper conclusion on that evidence it is submitted is that

a) Mr Green received match fixing information from his associates,

b) Mr Green shared that information with Mr Savill,

c) Mr Savill shared that information with Messrs Knight, Ferreira and Adeleke, who used the information to bet, and Mr Knight with Mr Haxhillazi recruited other betting accounts to be used for this purpose sharing the information to do so".[6]

38. As such, although LS was charged with having been a party to the fixes, it was never TTE's case that he was involved in the manipulation or fixing itself, or that he was the payor – those were Mr Green's associates in Ukraine. Ultimately, TTE's case was that LS received information that certain matches were fixed and acted upon that information – he had "*knowledge plus bets*" but was not part of the arrangement himself.

39. That case was consistent with the evidence that was before the DC, which included messages between Mr Green and LS discussing betting and passing information about fixed matches, but which did not include any suggestion that LS was within the circle of those actually orchestrating the fixes, manipulating the matches, and sending funds to Ukraine.

40. Therefore, the only possible reading of the DC's finding that LS "*bet on fixed matches with Adam Green*" is a literal one. The DC found nothing more than that LS received information about fixed matches from Mr Green, and that he bet using that information. In other words, LS (like DK, KA and JF) was aware of the fixes, but he was not found to be involved in their implementation and it was not open to the DC to find that he was a party to them.

41. Accordingly, LS's appeal on Charge 1 is also allowed.

42. The Panel is compelled to reiterate that these are not decisions we have reached lightly. The DC was absolutely correct in its comment that match-fixing is a corrosive practice that undermines the integrity of the sport of table tennis and that there can be no place in the sport for such behaviour. The same is true of betting on an outcome in the knowledge that it is fixed – that is still cheating and it is a fraud on the bookmakers, other bettors, and the sport as a whole. In the cases of DK, KA and JF, however, that was not the offence with which they were charged.

iii. Charge 8 – the DC's finding that DK disclosed inside information

43. As regards charge 8, DK argued that there was no evidence to support the DC's conclusion that DK had disseminated inside information about fixed matches to anyone. DK argued that there was no direct evidence of the content of any communications between DK and LS, only an admission that DK spoke to LS occasionally (albeit there was no admission as to the content of

[6] The Panel notes that TTE's case is put in precisely the same way in its opening note before the DC at paragraph 15.

these discussions). DK argued that it was not open to the DC to conclude that DK and LS had discussed betting on fixed matches in circumstances where:

a. DK was not the only party with a connection to the source of the information: JF also knows LS;

b. Mr Richardson believed that "*a former TTE registered player Nikolla Haxhillazi may have been responsible for the placing of bets on the betting accounts I had examined*" (in other words, DK submitted, it was Mr Haxhillazi who was the individual disclosing inside information about fixed matches); and

c. according to Exhibit SR-13, it was not DK who was the first to bet on the fixed matches, but Mr Haxhillazi. That is consistent with Mr Richardson's belief that it was Mr Haxhillazi who was disseminating the inside information.

44. In response to these arguments, TTE's position was that it was open to the DC to infer from the connection between DK and LS that LS had passed information relating to fixed matches to DK. Relatedly, TTE submitted that there was evidence that DK had placed five bets on 6 May 2020 on a match between Andriy Sytnik and Artem Maksimchuk, and that this was one of the fixed matches which was antecedent to the bets placed by Mr Haxhillazi, on which DK's second submission relied.

45. As regards the argument that Mr Richardson believed that Mr Haxhillazi was the individual disclosing inside information to the Appellants, TTE argued that Mr Richardson considered that this "*may*" have been the case, but that it was open to the DC to reach the view that DK had been informed of the fixed matches prior to Mr Haxhillazi, and that it was DK who disclosed the inside information.

46. The Panel considered that DK's argument that others were connected to LS in the same way as him, meaning the DC's finding that he was the one with the connection to the source of the information regarding fixed bets had no consistent basis, would have been a good one were it not for the bets placed by DK on 6 May 2020. In the Panel's view, those bets demonstrated that DK was the first Appellant (other than LS) to bet on a fixed match. It was, therefore, open to the DC to infer that DK disclosed that inside information to others. Although there was no direct communication evidence, there was evidence in the timing of the betting records and it is not the Appeal Panel's function to go behind a finding reasonably based on those records.

47. DK's appeal against Charge 8 is therefore dismissed.

iv. DK's appeals on sanction

48. In light of our decision regarding DK's appeal against Charge 7, we need not consider the arguments relevant to that charge.

49. As regards Charge 8, DK argued that the sanction of a five-year suspension was manifestly excessive, relying on the ITTF's guidance which suggested a sanction in the range of two to four years. DK further submitted that, although these were guidelines and the DC had a discretion to exceed them, there was no basis to exceed the top of the range because:

    a. the DC had considered DK's failure to supply further information to assist the Panel in determining sanctions to be an aggravating factor when it was also the subject of another charge (an example, it was said, of double counting); and

    b. the DC had failed to take into account relevant mitigation, including his longstanding contribution to table tennis, the effect on his livelihood, the level of the matches in question, and a comparison against the sanctions imposed on LS and JF.

50. In response, TTE argued that the ITTF guidance had not been adopted by TTE and that it was therefore not applicable and had no more status or impact on proceedings than guidance drawn from other sports. When compared with other sports, it was said, the ITTF guidance was an outlier in that the suggested sanctions were by far at the lowest end of the scale. TTE further submitted that the matters raised in mitigation are largely the necessary consequences of a sanction, rather than mitigation properly so-called.

51. Again, the Panel's starting point was with the DC's decision. In relevant part, the DC found that:

> "In relation to sanctions against Mr Knight the Panel considered his previous good character as a mitigating factor but the aggravating factors include his position in the Sport, failure to co-operate with the investigation and requests for information, receiving a significant benefit from his actions, his actions having the potential to affect the results of the matches in Ukraine and his displaying a lack of remorse during the investigation and hearing".

52. The DC also noted that "*Mr Knight and Mr Ferreira were given the opportunity to address the Panel but failed to supply any further information to assist the Panel in determining the sanctions*". As an initial point, the matters raised by DK in mitigation on appeal are not arguments that were put before the DC. Therefore, it is not open to DK to raise them on appeal for the purposes of an argument that the sanction imposed was manifestly excessive because the DC failed to take into account relevant considerations.

53. Further, whilst failure to cooperate was the subject of a separate charge, it is evident from the DC's decision that DK's non-cooperation extended to his conduct at the hearing and in response to requests for information relating to sanction. This non-cooperation falls outside the date range

set out in Charge 10 and it was not double counting for the DC to consider it an aggravating factor.

54. However, the Panel did have some concern regarding the DC's suggestion that DK's actions had the potential to affect the course or result of the matches in Ukraine. That might have been the case if DK was a party to the fixes properly so-called. However, as set out above, the DC found only that DK bet on matches in the knowledge that they were fixed – "*knowledge plus bets*". Accordingly, it was not open to the DC to find that DK was a party to the fixes and, considering that he played no role in the fixes themselves, his betting cannot (as a matter of logic) have had any effect on the outcome of the relevant matches. Put differently, DK was outside the circle of those implementing the fix and, but for his betting activity, the fixes would have taken place in any event. The Panel therefore considered that taking this into account as an aggravating feature was an error by the DC.

55. The Panel further asked itself whether the DC's consideration of this aggravating feature can have manifested in its sanctioning decision on Charge 8. The answer to that question was "yes": whilst the potential to affect matches in Ukraine most clearly applies to Charge 7, it is also relevant to the sharing of inside information.

56. The Panel was mindful that its role was not to consider sanctions *de novo*, and that its powers were those of review only. The Panel was also mindful of the high bar for an appeal on sanctions, namely that they must be "*manifestly*" excessive, which reflects the DC's broad discretion and specific expertise.

57. Stepping back, however, and bearing in mind (a) the DC's error in its consideration of the aggravating features, (b) the DC's broad discretion with respect to sanction, and (c) the underlying factual matrix and culpability of DK, albeit being cautions to do so by way of review, rather than *de novo*, the Panel considered that the sanction of a five-year ban for the passing of inside information, in the circumstances of DK's case and particularly given the erroneous consideration of an aggravating feature, was manifestly excessive and the appeal is allowed.

58. As such, the Panel's jurisdiction under Article 6.3 of the Appeal Regulations was triggered.[7] The Panel's jurisdiction under Article 6.3 is broad, but must still operate by way of review. Having had regard to the facts before the DC and the findings it made, including the aggravating and mitigating features (but expressly excluding the potential to affect matches in Ukraine from our consideration), the Panel hereby imposes a sanction of three years' suspension with respect to Charge 8.

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[7] For the avoidance of doubt, the Panel was not required to consider whether there was a difference between the thresholds of "*manifestly excessive*" in Article 3.4.4 and "*unreasonable*" in Article 6.3 because we have found that the both standards were met.

59. With respect to Charge 9, DK submitted that a two-year suspension was manifestly excessive in light of the absence of corruption or any analysis by the DC with respect to whether or not the integrity of the sport of table tennis was affected by those bets. In this regard, whilst the Panel considered that the sanctions imposed by the DC may have been harsh, but they did not meet the high threshold of "*manifestly excessive*", particularly in the context of this case and DK's use of proxy accounts.

60. As regards Charge 10, DK's argument was limited to the submission that, contrary to the findings of the DC, he had been largely cooperative. The Panel considered this an attempt to reargue the merits of a point already decided by the DC, who were in a significantly better position to pass judgment on the level of DK's cooperation. Accordingly, DK's appeal against Charge 10 was dismissed.

v. DK's Appeal on Costs

61. As regards costs, Disciplinary Regulation 11(1)(f) provides that, if an allegation is found proved, the DC may impose "*a requirement to pay a contribution towards the costs of the hearing within 28 days*". DK argued that Disciplinary Regulation 11(1)(f) was included within the "Sanctions" section of the Disciplinary Regulations, meaning the DC's award of costs was liable to be appealed in the same way as any other sanction. TTE did not dispute this.

62. DK's first substantive argument on costs was that the footnote to Disciplinary Regulation 11(1)(f), which states that the requirement to contribute to costs "*may arise where the Panel considers that the Respondent has acted vexatiously, abusively, disruptively, or otherwise unreasonably in the way that the proceedings (or part) have been conducted*", meant that costs ought not to be awarded when his conduct could not be characterised by reference to any of those (or similar) adverbs. This was said to be a limit on the DC's discretion and, having awarded costs in circumstances where those adverbs were not in play, that aspect of the DC's decision was manifestly excessive.

63. It was further pointed out that the DC had erroneously referred to a previous version of the Disciplinary Regulations which did not include the same footnote. This, it was said, may have explained the so-called error.

64. In response, TTE argued that the footnote to Disciplinary Regulation 11(1)(f) did not operate as a limit on the DC's discretion, but described it. If it were to operate as a limit, TTE submitted, it would have said the requirement would "*only*" arise, rather than "*may*" arise. TTE also pointed to Regulation 16, which allows the parties to utilise legal representation at disciplinary hearings and which provides that "[t]*he recovery of any associated cost will be at the Disciplinary Committee and / or Disciplinary Panel's absolute discretion*". TTE argued that the use of the word "*absolute*" made clear that the DC's discretion was at the broadest end of the spectrum.

65. In the Panel's view, TTE is correct that the use of the word "*may*" is permissive and does not operate to limit the DC's discretion to award costs. The Panel was satisfied that, having found the charges against DK proved, the DC had discretion to award a 100% contribution to TTE's costs regardless of whether the word "*absolute*" is included. That was not, in itself, manifestly excessive.

66. Having considered the appeal on costs in isolation of our earlier findings, the question now arises as to whether our conclusion in relation to Charge 7 affects the DC's costs order. On the one hand, Charges 8, 9 and 10 still stand. These are serious matters and, rightly, have resulted in a significant sanction. On the other hand, we have allowed DK's appeal with respect to the most serious charge, that of being a party to match-fixing.

67. We consider that the DC's finding on Charge 7, that DK was a party to match-fixing, inevitably influenced way they exercised their discretion on costs. This was demonstrated by the DC's use of the phrase "[i]*n view of the outcome of the proceedings and considering all relevant circumstances*", which circumstances necessarily included the DC's (now overturned) finding on Charge 7.

68. Accordingly, we accept that the DC's decision on costs was founded in error and was manifestly excessive, and DK's appeal on this point is allowed.

69. The Panel's jurisdiction under Appeal Regulation 6.3 was once again triggered. Again, the Panel's jurisdiction operated by way of review and we had regard to the facts before the DC and the findings it made, reaching our decision on sanction through that lens. The Panel considered that, although the DC's findings on the most serious charge have been overturned and that warrants a deduction in the amount of costs to be paid, DK's actions were nevertheless a serious breach of the rules. In the absence of a costs order against DK, the costs of the investigation and hearing would fall entirely on TTE and, by extension, its membership. In the circumstances, the Panel considered that such a result would not be reasonable either.

70. Accordingly, bearing in mind that the DC's findings on Charges 8-10 stand, the Panel considers that a 25% reduction in the DC's costs order is proportionate. Accordingly, DK is ordered to pay a contribution of £8,792.61 towards TTE's costs.

b. Luke Savill

71. In his written and oral submissions, LS accepted the DC's decision on liability and primarily raised matters relevant to mitigation, arguing that the DC's decision on sanction and costs was, in light of that mitigation, manifestly excessive. The issues raised included his lack of education regarding the rules in relation to betting, his inexperience at the relevant time, and certain additional matters which we heard in private and do not repeat here.

72. First, in light of the Panel's decision that it was not open to the DC to conclude that LS was a party to match-fixing, we need not consider those submissions in the context of Charge 1.

73. For completeness, however, insofar as LS's submissions are relevant to Charges 2-6, they do not cross the high threshold required to show either that the DC's decision was unreasonable or that the sanction imposed was manifestly excessive. Although LS was not a party to match-fixing properly so-called, he was close to the operation and his betting behaviour more generally constituted a serious breach of the rules.

74. LS also raised an argument that the process suffered from an irregularity on the basis that TTE had communicated with him via the wrong email address. However, given that LS did not dispute the DC's findings on liability, any procedural unfairness would not have had any effect on his appeal. Accordingly, we do not need to make – and we do not make – any findings in relation to this argument.

75. As with DK, we must now consider the effect of our finding in relation to Charge 1 on the total sanctions imposed by the DC. Plainly, the indefinite suspension which was the consequence of Charge 1 must now fall away since the appeal in relation to that charge has been allowed. However, the remaining charges remain undisturbed and, in the Panel's view, the sanctions imposed are not manifestly excessive. We note, in particular, that the DC did not make the same error as it did with DK, and did not expressly consider the potential impact on matches in Ukraine to be an aggravating factor in LS's case (which would have been an error).

76. However, even if this factor did implicitly contribute to the DC's sanctioning decision on other charges, the Panel has reconsidered each charge, set against the remaining features of the case, and – even in the absence of Charge 1 and the potential to impact matches in Ukraine – we do not consider that the sanction imposed in relation to any of Charges 2-6 is manifestly excessive. LS's conduct was undoubtedly more serious and more worthy of a lengthy sanction than that of DK.

77. Returning to the impact of these findings on costs, for the same reasons as set out above, a plainly relevant contributing factor to the DC's decision has now fallen away and the DC's costs order is manifestly excessive. Nevertheless, LS is guilty of serious offences and a significant contribution to TTE's costs is appropriate. There was nothing unreasonable about the DC's decision that the Appellants ought to bear an equal share of TTE's costs.

78. Accordingly, the Panel decided to reduce the costs order against LS, pursuant to Appeal Regulation 6.3, by 25%, meaning LS is also liable to pay a contribution of £8,792.61 towards TTE's costs.

79. Finally, LS raised an additional issue which was not relevant to the other Appellants, namely the fact that he had been suspended by TTE since 7 May 2021. LS argued that his period of

suspension ought to be taken into account as time served against any suspension issued by the DC.

80. This was a new point raised at the appeal hearing and, in response to subsequent questions from the Panel, TTE fairly accepted that its investigation, and LS's suspension, was prompted by press reports into the activities of Mr Green and was therefore related to the instant case. TTE also pointed out that the matter was before the DC (albeit the date put to the DC in this respect was, incorrectly, August 2021 rather than May 2021).

81. That being the case, we must consider whether the DC intended LS's five-year ban for betting on table tennis using inside information (i.e. the most serious remaining charge) should run from the date of its Decision or the date on which LS was provisionally suspended. Unfortunately, this is not immediately obvious from the DC Decision, which simply states that the sanction for Charge 4 is "*5 years suspension concurrent*". Whilst the DC discussed the lifting of LS's lifetime suspension after a minimum period "*from the hearing date*", that discussion related to Charge 1 and is therefore inapplicable to Charge 4.

82. Stepping back, then, LS is now sanctioned with a five-year ban from table tennis. Unlike the other Appellants, he has been suspended for a significant period already. Although there is no express provision in the Disciplinary or Appeal Regulations to allow for a period of interim suspension to be credited against the final suspension, the Panel considers that this must be permitted as a matter of natural justice (alternatively, framed in the language of the Appeal Regulations, any sanction imposed in its entirety without giving credit for a period of interim suspension would be manifestly excessive). This approach is consistent with other sports (for example snooker,[8] as well as the broadly applicable WADA Code)[9] as well as criminal proceedings,[10] and it is fair in this case.

c. Kazeem Adeleke and Joseph Ferreira

83. Given that we have already determined that KA's and JF's appeals against Charges 11 and 13 respectively[11] must succeed, we need not consider the parties' submissions on those charges beyond what is set out above.

84. JF also appeals against the DC's findings on Charge 12, namely that he bet on table tennis between 29 May 2020 and 1 June 2020. In this regard, the Panel finds that it was not unreasonable for the DC to conclude that the bets placed using JF's betting account were placed by him. The use of JF's account establishes a *prima facie* case that JF placed those bets, and it was well within the

8 *WPBSA v. Higgins & Anor*, WBPSA Disciplinary Hearing Board, 8 September 2010.
9 WADA Code, Article 10.3.2.
10 Time spent on remand is automatically credited against the sentence imposed pursuant to s.240ZA Criminal Justice Act 2003.
11 See footnote 2 above.

range of responses open to the DC to decide that that *prima facie* case was not rebutted on the evidence. JF's appeal on Charge 12 is therefore dismissed.

85. KA and JF each appealed against the sanctions imposed on them and the DC's decision on costs. The submissions directed towards Charges 11 and 13, which have been overturned, need no further discussion. As regards the sanctions for Charges 12 and 14, the Panel repeated the analysis conducted with respect to DK. Although the DC erred by taking into account the potential to affect matches in Ukraine as an aggravating feature, and although a sanction of two years may be harsh for betting offences, it is not manifestly excessive. These aspects of the appeals are therefore dismissed.

86. Finally, we turn to the issue of costs. For the same reasons as set out above, we consider that the DC's costs orders with respect to KA and JF was manifestly excessive. The Panel decided to reduce the costs orders against them, pursuant to Appeal Regulation 6.3, by 25%, meaning each of KA and JF is liable to pay a contribution of £8,792.61 towards TTE's costs.

5. CONCLUSION

87. For the reasons set out above, the Panel hereby orders as follows:

a. The appeals against Charges 1, 7, 11 and 13 are allowed and all consequential sanctions are overturned.

b. DK's appeal against the sanction consequent upon Charge 8 is allowed and, pursuant to Article 6.3 of the Appeal Regulations, a three-year ban from all activity under the jurisdiction of TTE is imposed.

c. Each of DK, LS, JF and KA's appeals against the DC's costs order is allowed and, pursuant to Article 6.3 of the Appeal Regulations, each of the Appellants is ordered to pay a contribution towards TTE's costs in the sum of £8,792.61.

d. All other appeals are dismissed.

88. As a result of these findings, the sanctions imposed (other than in relation to costs) are as follows:

a. LS's total suspension is one of five years, to run from the date on which he was provisionally suspended, 7 May 2021. Accordingly, LS is eligible to be involved in table tennis under TTE's jurisdiction from 8 May 2026.

b. DK's total suspension is one of four years (three years for Charge 8 plus one year, consecutively, for Charge 10, which we have not overturned), to run from the date of the hearing before the DC, 6 March 2025. Accordingly, DK is eligible to be involved in table tennis under TTE's jurisdiction from 7 March 2029.

c. JF's total suspension is one of two years, to run from the date of the hearing before the DC, 6 March 2025. Accordingly, JF is eligible to be involved in table tennis under TTE's jurisdiction from 7 March 2027.

d. KA's total suspension is one of two years, to run from the date of the hearing before the DC, 6 March 2025. Accordingly, KA is eligible to be involved in table tennis under TTE's jurisdiction from 7 March 2027.

89. In addition, as a result of the appeals that have been allowed, TTE is required by Article 6.4 of the Appeal Regulations to "*try as far as possible to restore the situation as if the decision or action appealed against had never been taken*". Given that TTE published the result of the DC Decision on its website, including with references to the Appellants each being found to have been a "party" to match-fixing, TTE is hereby directed to publish the result of these appeals and, in particular, that those findings have been overturned. Indeed, for transparency, TTE is invited (but not directed) to consider publishing this decision in an appropriately redacted form.

90. The Panel considers it necessary to add three post-scripts:

a. First, the DC specified that the sanction imposed covered all table tennis activities under TTE's jurisdiction, including taking part in table tennis, sitting in certain administrative roles, coaching or assisting at any level, umpiring, and spectating. At the hearing, it became clear that the Appellants had certain misgivings about the scope of their bans. For its part, TTE fairly accepted that it could not prevent the Appellants from taking part in table tennis outside its jurisdiction. However, TTE cautioned that this may cause issues for the Appellants' insurance. That is beyond the scope of this appeal, but it is hoped that this post-script nevertheless provides some clarity.

b. Second, the Panel was cognisant of the fact that its findings on LS's provisional suspension have produced an incongruous result, whereby LS is eligible to return to table tennis before the other Appellants despite being the individual most closely linked to Adam Green and the fixing operation (but without becoming a party to it). That is, however, an unavoidable consequence of LS having been provisionally suspended for over four years already. The other Appellants did not serve such a provisional suspension and were not prevented from playing and (where relevant) earning from table tennis during the period that LS was.

c. Third, the DC Decision made reference to comments from two of the Appellants regarding allegedly widespread betting by other TTE members, and therefore included a recommendation to TTE that it should issue an urgent and specific reminder that TTE members are prohibited from betting on any table tennis anywhere in the world. The Appellants repeated those comments before this Panel and we echo the DC's

recommendation in this regard. TTE may also wish to consider whether a programme of educational advertising, such as posters in clubs, might serve as a less transient reminder to its membership.

For and on behalf of the TTE Appeals Panel:

Alastair Campbell
Chair

16 October 2025