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Governance, Ethics, and Player Contracts in Indian Sports Law

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Indian sport has crossed a line. Auction values, broadcast deals, sponsorships, even a player's follower count now shape a career almost as much as performance does. The federation decides selection, franchises decide who's picked or dropped, and contracts spell out the reward, the punishment, and who owns the image rights. So if unfairness can reach an athlete before they even take the field — through selection, a clause, a disciplinary ruling — is fair play really just about what happens on the ground? Governance controls the institutional power. Ethics shapes how that power gets used. Contracts decide where it all lands on the athlete. One system, not three.

Sporting bodies obviously need room to run tournaments, set rules, and pick teams, and courts have mostly stayed out of that space, for good reason. But autonomy can't turn into immunity once these decisions start touching livelihoods and careers. *Zee Telefilms Ltd. v. Union of India* gets cited a lot as proof of the BCCI's independence, but that's not quite what it said. The Court simply held that the BCCI isn't "State" under Article 12, so it isn't writ-answerable the way a government body is — it left the door open for scrutinising a private body performing public functions under Article 226.¹ The IPL's own history tells the same story: the Mudgal Committee's inquiry into betting and spot-fixing, the Supreme Court stepping in through *BCCI v. Cricket Association of Bihar*, the Lodha Committee's governance reforms, and eventually a proper statutory framework.²

That's where the National Sports Governance Act, 2025 picks up — a National Sports Board, a mandatory Code of Ethics, a Safe Sports Policy, and the National Sports Tribunal, all coming into force in stages rather than at once.³ Before this, protection

depended entirely on which federation happened to govern a given sport. A statutory baseline stops that protection from shifting by sport.

The 2026 Rules fill in the detail. The National Sports Bodies Rules require a General Body with at least four sportspersons of outstanding merit, split equally by gender, one woman on the Executive Committee, one woman from the Athletes Committee, an Electoral Officer, and advance publication of electoral rolls. The National Sports Board Rules require the Chairperson and two Members to declare their assets and other interests — because a conflict is far easier to manage before a decision than after one.⁴

Sports ethics usually gets reduced to doping, betting, and match-fixing, but it stretches well beyond that: conflicts of interest, misuse of power, discrimination, harassment, opaque selection, unfair discipline — the parts that get far less attention. Section 12 requires National Sports Bodies to adopt a Code of Ethics covering athletes, coaches, officials, and affiliates, addressing abuse by those who hold power over others.⁵ And here's the real worry: a young athlete chasing a squad spot depends on a coach or selector — so who hears the complaint when that same person is the one deciding the athlete's career? A written Code doesn't answer that. A grievance mechanism only matters if it's independent, protected from retaliation, and actually willing to hear the athlete out first. Ethics, at its core, isn't mainly about punishing misconduct after it happens — it's about limiting power that would otherwise go unchecked.

This is where governance and ethics stop being abstract. Look inside an actual contract and you'll find remuneration and bonuses, injury cover and insurance, image rights, discipline and termination, dispute resolution. Signing one doesn't guarantee equal bargaining power; a young athlete entering a first professional deal may have little practical ability to negotiate its terms. Take a three-year deal with a vague bonus clause, sweeping sponsorship restrictions, a morality clause that never defines what actually breaches it, and no compensation for injury. When exactly is a bonus due, and to whom? Which sponsorships genuinely conflict? What conduct violates the morality clause? None of it has a clear answer.

Bonus disputes tend to arise precisely because clauses don't say whether payment is

automatic or discretionary. A contract that stays silent on medical treatment, rehabilitation, and return-to-sport terms exposes the athlete exactly when they have the least power to negotiate — no athlete should be commercially penalised for a risk that comes with the job. Teams do have a legitimate interest in controlling name and image rights, sure. But restrictions that go beyond that interest, or are drafted too broadly, quietly chip away at an athlete's own commercial identity — and a morality clause with no defined breach hands the organisation unlimited discretion. Ethical governance can't stop at having a Code of Ethics on paper; it has to reach into how disciplinary power actually gets written into the contracts themselves.

Percept D'Mark (India) Pvt. Ltd. v. Zaheer Khan comes up often here, though it wasn't actually a team employment contract — it was a promotional management agreement that gave the agency a right of first refusal surviving the contract's own term. The Court held that this restrained trade under Section 27 of the Contract Act, since it governed the athlete's choices even after the relationship had ended.⁶ The principle reaches further than talent management, though: at what point does a sponsorship exclusivity clause become an unreasonable bar on someone's future prospects? Restrictions can validly apply during the contract, but ones that outlive it are generally unenforceable, barring a recognised exception.

Sports disputes move faster than ordinary litigation ever can — an athlete wrongly dropped from a squad needs to win before the selection window closes, not years later. The National Sports Tribunal, set up under the 2025 Act, has civil-court powers, and its orders are executable as decrees, with appeals as the Act provides.⁷ The 2026 Tribunal Rules introduce electronic filing, virtual hearings, and a dedicated portal — though that portal still hasn't been notified by the Central Government and isn't running yet.⁸ A tribunal on paper doesn't guarantee a timely remedy; what actually matters is its independence, accessibility, and speed.

None of this means much if it stays on paper. Will athlete representatives get a real vote, or just a symbolic seat? Will ethics mechanisms actually operate independently of the bodies they're meant to scrutinise? Will contracts genuinely improve, and will

remedies arrive in time to matter? Fair play runs through elections, selection, discipline, grievances, contracts, and dispute resolution — not just what happens on the field.

The 2025 Act and 2026 Rules give Indian sports governance firmer ground than it's ever had. But a statute can't guarantee justice just by existing — it can only create the conditions for it. Indian sports law shouldn't be judged only by broadcasting revenues and medal counts, but also by whether players are paid fairly, protected when injured, and given remedies that arrive in time to matter. Governance controls the institutional power; ethics shapes how it's exercised; contracts decide where it lands on the athlete — fair play starts long before the first ball is bowled.

Citation

1. Zee Telefilms Ltd. v. Union of India, (2005) 4 S.C.C. 649 (India).
2. Justice Mukul Mudgal IPL Probe Committee, A Report on the Allegations of Betting and Spot/Match Fixing in the Indian Premier League—Season 6 (2014); Board of Control for Cricket in India v. Cricket Ass'n of Bihar, (2016) 8 S.C.C. 535 (India) (accepting, in substantial part, the recommendations of the Justice R.M. Lodha Committee).
3. The National Sports Governance Act, No. 25 of 2025, §§ 5–13, 17–26 (India); Ministry of Youth Affairs & Sports, Notification No. S.O. 6152(E) (Dec. 31, 2025) (bringing select provisions of the Act into force from Jan. 1, 2026); Ministry of Youth Affairs & Sports, Notification (May 12, 2026) (bringing further provisions into force) (India).
4. National Sports Governance (National Sports Bodies) Rules, 2026, G.S.R. 18(E), rr. 3, 8–10 (India); National Sports Governance (National Sports Board) Rules, 2026, G.S.R. 404(E), rr. 3–4 (India).
5. The National Sports Governance Act, No. 25 of 2025, § 12 (India).
6. Percept D'Mark (India) Pvt. Ltd. v. Zaheer Khan, (2006) 4 S.C.C. 227 (India); Indian Contract Act, 1872, § 27 (India).
7. The National Sports Governance Act, No. 25 of 2025, §§ 17, 24–26 (India).
8. National Sports Governance (National Sports Tribunal) Rules, 2026, G.S.R. 405(E) (India).