

CONTRACTS AND SPORTS LAW IN INDIA: SCOPE, RELEVANCE, AND COMPARISON WITH LAWS OF OTHER NATIONS

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ABSTRACT

In this work, the development of Indian sports law has been examined with particular reference to contract law. Materials regarding the importance of sports contracts seem to be hard to come by. The study has documented the growth and greater usage of contracts as a result of rising business interests in the sports sector, taking into account the rise of sports as a distinct economic endeavor for many of the large corporate houses. We have made an effort to contrast the current legal framework governing the obligations and rights of both players and their employers with those of other countries. Finally, we have discussed a number of concerns and imperative reforms that must be addressed in the sporting business with particular emphasis on sports contracts.

INTRODUCTION

“Never say never, because limits, like fears, are often just an illusion.” ~ Michael Jordan

In a world that has ushered in a plethora of fast passed and exciting forms of entertainment to keep the audience glued to their televisions, tablets, or mobile phones; from checking up cricket scores to keeping track of who's leading the “Grand Prix” or who the new transfer at one's favorite football team is, that has shot to limelight after scoring a crucial goal in a nailbiter. It's no surprise that Sports have reached heights and popularity that would have been hard to imagine, a few decades back. But in its wake, this has brought out concerns of foul play like match-fixing and cheating, doping to enhance performance, twisting the game to get undue advantage so on and so forth, on a list of never-ending problems. In general, it was also important to set up laws to govern the sports and the players involved in them. What this necessitated is the formation of a brand-new area of law called “Sports Law” that has made a place for itself in the legal sphere and given rise to “Jurisprudence of Sports Law”. It should come as no surprise then, that areas such as “Contract, Competition law, etc” should influence

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sports, for example when players sign contracts with teams or are transferred elsewhere. A good example of the positive influence law has had on sports could be cited in cricket where Cricket South Africa (CSA), taking cognizance of the Racial segregation faced by minorities in South Africa during the “Apartheid” has set up Quota based Rotation system in its National Cricket Team to counter discrimination from being perpetrated. However, the world of “Sports Law” is still a very recent phenomenon, and thus unstable and prone to being overlooked by different authorities, as pointed out by Salmond: “person is subject to the rules of the game only when he plays the game.” (Fitzgerald, 1966) There’s also the misuse of contracts to restrain a player from particular things or to strongarm organizations to get one’s way by those higher up in the food chain. The problem is magnified when we take things international, where the laws are malleable and the mechanism to safeguard and control misuse, is hardly in existence. In the Sections that follow, we will be attempting to analyze the relevance of sports law in contracts, how it was developed, comparisons between India and other nations, and a comparative analysis of the legal framework in place within the industry of sports. We will also be looking at the scope of sports contracts and laws from the Indian perspective, their relevance here, and how they are regulated. The relevance of sports contract in Business and the various issues that plague the world of sports law and contract in India will also be

RELEVANCE OF SPORTS LAW

The advent of human civilization and the development of games and sports have been nearly synchronous and intricately linked starting from the first Olympic Games held in Greece to the games and sports of the modern era. Indian history holds in itself a rich tapestry of sports that is intertwined with Indian mythology and culture. It was not long ago when sports was considered a private affair that had no connections to the legal field, the notion was set with people believing stringent legal norms that vested rights and duties had no place in the sports world which was used as a means to build social relations. (Allison, n.d.) But in a world that has learned to commercialize everything, the same has happened to sports, which isn’t just a physical activity to build social relations but an apparatus for stakeholders to build upon a business model to generate profits, transforming it into a multi-billion-dollar industry. (Quirk, 1992). The international arena provides a greener perspective on the relationship between the states, the teams, and those organizing the sports. The Interaction so advanced entails the involvement of contracts, rules, and regulations in place to keep things in place, where the major regulations are done by “Customs”, all this gave rise to sports law albeit non-

comprehensive.

THE DEVELOPMENT OF “SPORTS LAW” FROM “SPORTS AND LAW”

Sports are governed by certain rules and regulations which have dual aspects, the first which focuses on the “rules of the game” and the other on the “commercialization of sports” by the shareholders. Lately, the line between the two has started to vanish and legal decisions taken in sports and its complexities have helped academics take an interest in sports as a new area in the law. (Parrish, 2016) The principles that used to govern “Modern Law” are now being applied to sports, such as company law, administrative law, human rights law, and contract law in looking at codes of conduct, safety, and doping-related issues among players, disciplinary actions, and broader issues of “Anti-competitive behavior, Commercial exploitation of Sports, Discrimination” etc. The linkages between sports and law have led academic scholars to move away from looking at sports and law separately to identifying the presence of a distinct body of “Sports Law” (Gardiner, 2011) A different line of argument, however, is critical of creating a separate branch of law and argues the non-existence of sports law, as lacking jurisprudential foundation, as “Common law and Equity” doesn’t provide laws that are just tailor-made for sports, and hence doesn’t differ from any other form of laws in place. This issue is exemplified when we see the “Internationalization” of sports law, formulated to oversee the activity happening over borders and among different participating bodies. (Grayson, n.d.)

SPORTS AS A “BUSINESS PROPOSITION”

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The popularity of sports can easily be calculated by looking at the sheer enormity of the revenue it generates all over the world. It amounts to more than 5% of all trades happening over the world and influences the GNP, helps create jobs both directly and indirectly whose numbers range in millions, helps in increasing the “annual consumer spending” and further stimulating changes across the globe in bettering economic conditions and financial health of economies. (Blackshaw, 2016) An example of this is the popularity of “The Premier League” whose coverage rights for all the games were bought by “Sky Television”, the expense standing at a staggering £ 460 million for the football games occurring this season. The Indian Premier League, which started in India has now become a global phenomenon showing how potent the world of sports has become in garnering profits. The broadcast rights have been bought at a whopping \$ 6.2 Billion being shared between “Disney Star, Viacom18, and Times Internet” for the next broadcasting cycle, the BCCI will also have a share in the spoils. No wonder, with

such money up for grabs, everyone wants a piece of the pie that gives rise to conflict on and off the field. There are various claims ranging from commercial conflicts related to: “endorsements, merchandise rights, intellectual property rights, sponsorships and even broadcasting rights.” (Blackshaw et al., 2016)

PUBLIC AND SPORTS

When sports were transformed from a form of recreation to where it is witnessed by the entire public and the world at large with nations competing against one another, issues like equality of opportunity safeguards to counter discrimination become pertinent. In general, it isn't the court's duty to meddle in the activity of sporting federations but when their actions take a “Public function”, the doctrine of “Judicial review” comes into play. In the *Nagle* (*Nagle V/S Feilden and Ors*, 1966) Case the action of the Jockey Club was shot down by the Court when they rejected the respondent's application to be a trainee for the racehorses in their club because she was a woman. The court held that while the club was a private entity, when it took up “Licensing authority” in controlling the jobs, its actions have to be scrutinized at a higher level, and gross arbitrariness will not be allowed. The powers vested in a given sports council to function as an imposer of fines or to have powers to let go of a member is present but the council is still answerable and its decision is open to judicial review. (*St. Johnstone Football Club Limited V/S Scottish Football Association Limited*, 1965) The courts in England have seen a world of change when it comes to the usage of judicial review, and are most reluctant to use it over the “activities of sports associations”, but when it comes to human rights, public bodies which have dual function “public as well as private” will be considered as public authorities. (*Poplar Housing and Regeneration Community Association Ltd. V/S Donoghue*, 2001) In India, the “*Zee Telefilms Case*” has also shown support for judicial review by stating in its minority view “the right of Indian players is comparable to their constitutional right contained in Article 19(1)(g) of the Constitution of India which would include a right to work and a right to pursue one's occupation.” The issues of gender equality that racial discrimination and human rights are also pertinent and affect the players in terms of allowing them to play a sport, getting selected, getting wages at par with other players, and being treated with respect, to do so all national and international federations for sports have safeguards in place which upholds such rights. In the “*Zee Telefilms Case*,” it was further reiterated that just because a body is “Hybrid” it can't just blatantly violate human rights, as it has control over the sport which includes the players and viewers, and is thus duty-bound to protect human rights.

BUDDING “SPORTS LAW JURISPRUDENCE”

In recent times multiple authors have voiced their opinion on “International Sports Law” but what they mean by it is “lex Sportiva” (Beloff et al., 2012) which has the following three elements:

- *“it has transnational norms generated by the rules and practices of international sporting federations,*
- *it has a unique jurisprudence, with legal principles that are different from those of national courts, and which is declared by the Court of Arbitration for Sport, and*
- *it is constitutionally autonomous from national law.”*

Beloff says the true essence of “lex Sportiva” is in allowing the decision-making bodies such as federations in sports to have complete autonomy in their functioning and to create a system of equilibrium between them and the courts of law. Essentially guaranteeing them immunity from being regulated by national legal systems in place, which aids in furthering the globalization of sports. (Beloff et al., 2012) This helps sporting federations like “IOC or FIFA” to only be accountable for arbitration proceedings created by those institutions and not others.

SCOPE OF SPORTS LAW IN INDIA

Sports in India at the grassroots level comes under the purview of states to help in the development of players in various sports, up until the state level as the duty to encourage people to play sports is a state function in terms of “Entry 33 of List II of the Seventh Schedule of the Constitution of India” at the same time Sports is also considered as a part of Education “Concurrent List Item No. 25 of List III” and has been included in “Human resource development” under the aegis of Education. At the higher levels of national and international, it falls under entries 10 and 13 of the “Union list in the 7th Schedule of the Constitution of India”. While work has been done to further the objective of transforming the sphere of sports in India, there has been a sheer lack of legal enactments to facilitate a smooth transformation from basic sporting levels to sports accompanied by rules and regulations. A positive however has been the “National Sports Development Code, 2011” which sheds light on a real step toward the end goal of “Organised Sports law” in India. (Sehgal, 2020).

Indian Sports Law Jurisprudence

While Sports are cherished by Indians and there is a large chunk of the population that takes great interest in sports, the side of sports law that deals with the actual law and direct cases that link sports with the law are very few and wide apart on the timeline and thus isn't good enough to paint a substantial fleshed out picture. Thus, while there exists development in sports and law it can't be construed as being "Sports Law." In the *M.P. Triathlon Assn. (M.P. Triathlon Association through its Secretary and Anr. V/S Indian Triathlon Federation and Ors, 1996)* Case the court emphasized the need for arbitration as a mode of dispute settlement rather than people making rounds of courts and spending valuable time there. There were many subsequent cases where verdicts were given and then overruled by higher courts, and where different cases were tried in courts which at their core presented recurring motifs of conflicts that could and should have been solved faster, without mincing any words, the courts could have done away with being so elaborate. Bottom line is that ADR should be encouraged and the jurisprudence of sports law can move to better standards along those of the WTO.

CONTRACT IN THE SPORTS INDUSTRY

The contracts that we encounter on a daily basis are quite similar to sports contracts in that they are also legally binding between two or more parties. In the sporting industry, contracts are often made between the player or athlete, the sports organization, and the sports agent. These agreements specify the rights and obligations of the several parties that have engaged in the agreement for the purpose of the professional sports industry. The parties that have engaged in these sports contracts are of an express nature, which means that they have agreed to the terms of the agreement by the use of offer, acceptance, and consideration in writing or verbally. Since it is so challenging to prove the veracity of an implied sports contract, implied contracts are hardly ever considered credible in the sporting business. In addition, to offer, acceptance, and consideration, the subject matter of contracts in the sports business also corresponds to an athlete's capacity, mutual agreement, mutual duty, and subject matter as the key agreements in the creation of the sports contract. If the athlete is a juvenile, the legal guardian must sign the contract; otherwise, athletes who are adults can engage in contracts on their own. The Indian Contract Act of 1872 and the Industrial Disputes Act of 1947 both apply to sports contracts in India (Yadav, 2021).

TYPES OF SPORTS CONTRACTS

Professional Service Contracts: These agreements are frequently referred to as standard

player contracts in the sports industry. These agreements are typically presented as boilerplates. A boilerplate kind of contract is a standardized one using generic or standard language (Yadav et al., 2021). Boilerplate forms are employed when a state of contract may be applied to a different situation without needing to be significantly changed (Chen, n.d.). The language of these contracts may be utilized again without reformation or modification. A professional athlete who is a member of a team often earns a standard player's contract (US Legal, Inc., n.d.). Therefore, the professional service contracts involve the employer-employee relationship and are largely the same for all athletes, with the exception of variations in pay and athlete bonuses. Additionally, there is no room for change through the addition of collateral agreements in these arrangements.

Endorsement Contracts: The only kind of contract in the sports business that is independent and does not call for an employer-employee connection is an endorsement contract. By engaging in endorsement agreements with the athletes, the sponsor gains the right to utilize, i.e., the license to use the athlete's name, image, or likeness in the marketing of the sponsor's goods or services (Yadav et al., 2021).

Appearance Contracts: Since they have signed appearance contracts, athletes and players get compensated when they attend any public event of any organization, institute, or business. Therefore, appearance agreements are agreements between the athlete and the venue. Additionally included in this agreement are sports camps, competitions, etc. The main purpose of these contracts is to specify the day(s) and time(s) an athlete will appear at the venue (Yadav et al., 2021).

CLAUSES IN A SPORTS CONTRACT

Morality Clause

A morality clause in the contract states that certain acts or behaviors that a player purportedly engages in or engages in his or her private life may be grounds for terminating the player's contract (Nwabwueze, n.d.) It permits the sports organization to act unilaterally to terminate a player's contract when the other party has participated in specified behavior that has a detrimental impact on the organization. Sporting organizations frequently take this move to preserve their reputation and image (Luthra, n.d.). These provisions come into effect when there is a social or legal norm breach or when there is an activity that diminishes the value of a brand (Nwabwueze et al.). When Mohd. Shami was accused of domestic violence, morality

provisions became quite popular. The question of whether the morality clause should include all of the player's private conduct or only those that are connected to the sport or league is frequently debated in the sports business. Since the public has no business delving into their private lives, players are opposed to provisions that permit very tight examination of their lives, including all of their personal conduct under the scrutiny of the morals clause (Luthra et al).

Best Efforts Clause

The best-efforts clause is incorporated into the contract to ensure that the parties will make their best efforts to respect the contract's terms and conditions in order to fulfill their contractual responsibilities (Berger, 2016). The best-efforts provision in a sports contract includes playing to the best of one's abilities, participating in good sportsmanship, and adhering to all rules of extraordinary behavior (Blanpain & Colucci, 2010). These conditions effectively require the players to compete at the best level possible and not just to turn up after the transaction is completed (Luthra et al).

Bonus/Incentive Clause

In order to guarantee that the players perform to the best of their ability on the field, incentives and bonuses are given to them (Ross, 1975). These awards and incentives, nevertheless, are contingent on how well the participants perform. One illustration of such a condition is that all participants in the sports organization will earn a 10% bonus fee if they win the competition. On the same basis, there may be stipulations that are subject to a player being named the tournament's most valuable player, scoring the most runs, etc. Bonus clauses basically ensure that players are always attempting to improve their game and gain more money for themselves (Luthra et al).

Hazardous Activities Clause

Teams employ this provision to ensure that players don't engage in any risky physical activity that might jeopardize their health and put their careers at threat (Caruso, 2015). Through the usage of such a provision where they impose contractual limits, the teams make every effort to reduce the likelihood of their athletes getting hurt. The provision empowers the team, at its discretion, to make any choice in such situations. The team can even change the financial obligation on a player if the player engages in a specific sort of activity outside of sport and

has an injury as a result (Luthra et al).

Hazardous activity clauses have received more attention than ever before since they seem to be intended to be both punitive and deterrent in nature (Epstein, 2011). For instance, if a player is hurt while skiing or engaging in another extreme sport, the cost of their absence will not be covered by the team; however, if the player is hurt while working out in the gym in preparation for a game, this falls under the definition of sporting activity, so the team is responsible for covering the cost. By effectively guaranteeing equity and reasonableness with regard to financial duty, the clause places an equal burden on the athletes to take care of their bodies (Luthra et al).

Force Majeure Clause

This clause is included in the contract as a normal boilerplate language to allow for the possibility of rescheduling or delaying any event, however, this seldom happens. In essence, force majeure refers to a circumstance when a natural or human occurrence that is beyond the control of both parties and unanticipated occurs and makes it impossible for the contract to be performed (Way, 1997). This provision has been commonly employed in the sporting industry in light of the pandemic (Luthra et al).

One recent instance of this condition being used was when the pandemic that nearly caused the Indian Premier League to be cancelled caused consideration to be given to the broadcasting rights sold under the bid for INR 10,000 crores. As the broadcasters, Star Sports would have incurred a severe loss because the contract's clauses clearly exempted the BCCI from financial responsibility (Mehlwal, n.d.).

Player-Agent Relationship

The relationship between a player and an agent is crucial in any sport. Because the sports industry is today very profitable and hence vulnerable, players may be exploited and become a target of scandals or drug offenses. As a result, the player-agent connection must be strong because both parties must be able to trust each other—the player must be able to trust his agent, and the agent must be able to trust his or her player or client (Sehgal, 2020).

Some of the basic duties of the agent toward the player include handling contract negotiations, public relations matters, an athlete's income, etc. A fiduciary agreement is said to exist between

a player and his or her agent. Such a connection suggests that the agent is legally obligated and allowed to act as well as make choices for the athlete that is in his or her best interests (Sehgal et al., 2020).

Contract Formation

The athlete and the agent have engaged in a legally binding contract, which includes legal proceedings in the event that any side violates it. Until the agreement is terminated or expires, the agent is required under the contract to represent the player as his or her client (Sehgal et al., 2020).

Mutual Obligations

The athletes must fulfill their obligation under the contract in addition to the agent, who is also obligated to respect its conditions as agreed upon by the parties. Even though the agency often has greater obligations under the contract, the athlete must be committed to upholding the terms of the agreement and continuing to perform well on the field. Any agreement between the parties must be based on trust and loyalty (Sehgal et al., 2020).

TERMINATION OF SPORTS CONTRACTS

There might be circumstances when a contract can be lawfully dissolved because of some conduct even before the contractual duties as agreed upon by the parties are even performed. There are four fundamental reasons why a sports contract might be terminated in India, notwithstanding the fact that there may be other reasons as well. These four reasons are as follows: -

1. *“By Performance.*
2. *By Express Agreement.*
3. *Under the Doctrine of Frustration.*
4. *By Material Breach.”*

In the event of a breach of contract or if a contract needs to be terminated early, the precedents concerning contract termination established by the Indian Judiciary and the Indian Contract Act, of 1872, are followed (Sehgal et al., 2020).

REMEDIES IN SPORTS CONTRACTS

Specific Performance

The term "specific performance" refers to carrying out commitments as previously negotiated by the parties. When specific performance is enforced, the Specific Relief Act of 1963 and its provisions are in effect. The courts grant particular execution of the contract's terms and conditions as a remedy when it becomes impossible to determine the amount of damages or compensation to be awarded in the event of any contractual violations. The court orders the party that breached the contract's agreed-upon terms and conditions to comply with them so that the opposing party to the dispute might get justice. Such a solution is reasonable and discretionary (Sehgal et al., 2020).

Contracts that fall within the area of personal service are not eligible for specific performance, therefore if the sports contract is an employment contract, the parties cannot turn to the courts for the aforementioned remedy.

The following are the justifications for why courts could order specific performance as a remedy in cases of sports contract violations: -

1. *"The contract at issue was not an ordinary contract of employment.*
2. *Specific performance is the primary remedy for breach of contract.*
3. *The employee's principal reason for leaving was a commercial one and not a breakdown in the relationship.*
4. *Practical Considerations are irrelevant to the court's equitable discretion to refuse specific performance."*

REMEDIES AGAINST UNFAIR DISMISSAL

To access the remedies under unfair dismissal in India, athletes or players must first determine if they fall within the terms of "workman" and "continuous service." If athletes fall under the purview of the Industrial Disputes Act of 1947, then they are all eligible for the same remedies that are available to workers under that law (Sehgal et al., 2020).

Even scenarios of indirect and unjust dismissal are possible; this phenomenon is referred to

as "constructive dismissal." In a case of constructive dismissal, the employee is forced to quit because they feel they have no other choice; hence, there is no actual dismissal. Because of the employer's behavior toward the employee, the employee feels as though there has been a real breach of the contract. In these situations, the breach might be either an actual breach of the contract or a breach of an implied condition (Sehgal et al., 2020).

The court must evaluate whether or not the employer's conduct constitutes a breach of the employment contract. The following must be established by the employee: -

1. *“There must be a fundamental breach of contract on the part of the employer*
2. *The employer’s breach caused the employee to resign.*
3. *The employee did not delay too long before resigning, thus affirming the contract and losing the right to claim constructive dismissal.”*

The demand for compensation in cases of constructive dismissal is the same as in cases of other contract breaches; the employee must either get monetary compensation or be reinstated.

ISSUES IN SPORTS LAW AND REFORMS

A number of concerns, including squad selection, drug testing, associated processes, the hiring and firing of coaches, qualifying for tournaments, etc., are now plaguing the world of sports and its development (Melnitzer, 1999). As sports continue to advance and reach new heights, so do the problems that continue to mount if not addressed by proper authorities. The time has changed, and the problems in sports legislation are no longer limited to those already stated.

Contractual Issues

Sporting organizations are using contracts more and more regularly now, not just for business transactions as in the past, but also for programming and hiring. In recreational sports, for instance, players sign waivers, coaches sign employment contracts, and athletes sign participation contracts with the sports association as well as with important Game organizations. Athletes and suppliers also sign sponsorship agreements (Some Basics on Contracts, n.d.). These contracts cover every little detail in the sports industry, from recruitment procedures and financial concerns to behavior and discipline. The same fundamental contract concepts are applicable to contracts in the sports industry.

Contract of Employment

Sports have undoubtedly evolved into a commercial platform in today's fast-paced, globally integrated world. Currently, the sports sector is taking a commercial turn, and the athlete is at the heart of it all (A New View of Athlete Agreements, n.d.). The athlete's worth is derived from his or her image rights, which they control completely. When the Athlete Assistance Program agreement was first drafted, it outlined and addressed the duties of both the athlete and the organization, including those relating to behavior, training commitments, compliance with organizational standards, and reporting requirements (Singh, 2017).

Recently, these standard form agreements have transformed into full-fledged commercial contracts that can often surpass 75 pages, depending on the sport and its commercial attractiveness. The average athlete agreement today includes complex economic agreements that deal with the athlete's image and publicity rights and how sponsors, host committees, and sports federations may use these rights to their advantage. For certain athletes, these agreements included stipulations that certain rights be permanently surrendered (Singh et al., 2017). Since very few athletes have the resources or experience to negotiate a commercial contract, these athletes are explicitly instructed by the sporting federations of their respective nations that they must sign these agreements in order to secure the crucial financial support they need for their respective sports (Rapp, 2004).

Violence at Sports - Sports Injury

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Violence has been connected to sports since the Greeks and Romans engaged in aggressive rites (Nielsen, 1989). However, decades later, unneeded violence cannot be properly removed from the sports that society so greatly values. Recent decades have seen a development in legal litigation amongst athletes for tortious behavior (Yates, n.d.). Despite the limited success of such legal litigation, society is still eager to hold athletes accountable for their behavior, which is encouraging. Some of the strategies put out by commentators for non-prosecution-oriented ways to reduce violence in sports include the development of a sports arbitration court, self-regulation by leagues, and the creation of a federal professional sports violence commission. Recent arguments have been made in favor of a criminal liability system to make athletes responsible for their aggressive behavior (Lassiter, n.d.).

Minors' Contract in Sports Law

The rigid precedent established in the *Mohori Bibee* (Mohori Bibee V/S Dharmodas Ghose, 1903) case by the Privy Council fails to take into account the variety of interests involved in a contract that a minor has entered into, and Indian Contract Law is in urgent need of reform with regard to the position it currently has on the issue of minors' contracts. Due to the rigorous adherence to the axiom that all contracts involving minors are void from the outset, it is simply detrimental to the interests of the minors and deters parties from engaging in agreements with talented kids. In the US and the UK, a minor cannot disavow a contract containing necessities that are for his or her benefit, and as a result, is bound by its terms and conditions. When compared to the rigorous method used in India, which is harmful to the interests of sports in the nation, this approach is more sensible and realistic. "Coogan's Law," which also protects minors' financial interests, provides certainty to contracts made with them after receiving court approval. It can be introduced in India as legislation, which would improve the situation with contracts involving minors in the sports industry, which is currently in a state of stagnation. The contractual environment in India has to change to enable the engagement of an increasing number of sports business stakeholders who are lined up to sign young talent and invest in youth, so such endeavours shouldn't be discouraged (Makkar, 2019).

CONCLUSION

Along with the entertainment industry, sport is a growing sector of the economy. India urgently needs a mainframe to handle all the concerns covered by sports legislation in order to regulate all sports-related transactions, from signing a player to a team to different endorsements. The Indian Contract Act of 1872 and the Industrial Disputes Act of 1947 are insufficient to regulate all facets of the sporting industry. A rapidly expanding sector like sports entertainment does have a big effect on people's lives. Holistic legislation is lacking in Indian law when it comes to regulating the sports business. We have been witnessing situations like the transformation of the sports industry into a money-making business, non-governmental organizations forcing their will on athletes, and unfair dismissal of athletes for far too long in the absence of an appropriate framework to protect the interests of the athletes. In order to safeguard athletes and organizations, it is urgent for the government to act now and pass some legislation that would encourage justice and the genuine spirit of sports in India.

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