



## **ROYAL WESTERN INDIA TURF CLUB, LTD.**

Registered Office : Race Course, Mahalakshmi, Mumbai - 400 034.

### **RULES OF RACING**

**Revised Edition: 13th September 2016**

New Edition,  
Price Rs. 100/-

Rules 16(a), 16(b), 16(d), 20, 21, 29, 34 and 36, in Blue lettering, shall be applicable only to locally sanctioned Meetings conducted under the aegis/ Rules of R.W.I.T.C. Ltd./ Stewards of the Meeting for such Meetings and **NOT** to Race Meetings conducted at Mumbai and Pune race courses.

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**RULES OF RACING  
OF THE  
ROYAL WESTERN INDIA TURF CLUB, LTD.**

**PART I  
PRELIMINARY**

These Rules (including the Rules contained in the Appendices) are Rules in regard to Racing and apply to all Race Meetings held under the sanction of the Royal Western India Turf Club, Ltd. (hereinafter for brevity sake, R.W.I.T.C., Ltd.), and to all races run at such Meetings as also to the conduct of these Meetings.

Obligation on the part of persons coming within the purview of these Rules:

Any person who takes part in any matter coming within these Rules shall be held thereby to be consent to be bound by them.

Short Title:

These Rules may be called the Rules of Racing.

**(1) DEFINITIONS / INTERPRETATION OF WORDS AND PHRASES.**

In these Rules, the following words and phrases shall, unless the context otherwise require, shall mean:

**“Recognised Meeting”** is a Race Meeting held under the sanction of any Turf Authorities of India or a Recognised Turf Authority of any country recognised by the Turf Authorities of India and as published in the Racing/ Sheet Calendar from time to time.

**“Recognised Turf Authority”** is one whose jurisdiction is recognised and published by the Turf Authorities of India from time to time.

**The Turf Authorities of India are: -**

- i) Royal Calcutta Turf Club;
- ii) Royal Western India Turf Club, Ltd.;
- iii) Madras Race Club;
- iv) Bangalore Turf Club Ltd.;
- v) Hyderabad Race Club;
- vi) Mysore Race Club Ltd.;

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and such other Turf Authority as may be recognised by the Turf Authorities of India from time to time.

India (that is Bharat) shall mean the Union or States as defined in the Constitution of India.

**“Amateur Rider”** is a person who does not receive a fee or reward and who holds a permit to ride as an Amateur from the Stewards of the Club.

**“Apprentice”** means a person who is duly bound to a trainer, Owner or the Club in accordance with the Rules of Racing of the Club.

**“Arrears”** means and includes all dues payable and also includes any sums unpaid in respect of fines, compensation, fees, entrance money, stakes, subscriptions, forfeits and purchase money in races with selling condition; loans, and/or financial assistance of any kind granted by the Club, dues payable to the Turf Club House (if any) or any place of accommodation where boarding and lodging is provided by the Club and any other sums due to the Club by any person including a member of the Club or non-member or an employee of the Club.

**“Authorised Agent”** means an agent, appointed by a document signed by the Owner, or his constituted attorney and lodged at the office of the Club in Mumbai/Pune, or, if for use at a single Meeting only, lodged with the Secretary of the Meeting, and includes a sub-agent, if authority to appoint a sub-agent is conferred by the document. An Authorised Agent can act for an Owner in all matters contained in these Rules. The document appointing the Authorised Agent will remain valid till such time that the same is revoked by the Owner in writing and such revocation shall have been lodged at the office of the Club in Mumbai/ Pune. In the event the document appointing the Authorised Agent is revoked by the Owner, the authority appointing the sub-agent shall also stand revoked automatically and no notice need to be given to revoke the appointment of the sub-agent.

**“Bleeding”** means Exercise Induced Pulmonary Hemorrhage (EIPH).

**“Board of Appeal”** (hereinafter called the Board), is a forum duly constituted to provide scope to any person aggrieved by any decision or order of the Stewards of the Club in any matter involving punishment, penalty or fine, to prefer an Appeal from such decision or order. Such Appeal shall be heard, determined and disposed of by the Board in

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accordance with the provisions contained in the Rules of Racing and the provisions published in Notice/s and the Racing Calendar of the Club from time to time.

**“Bookmaker”** is a person licensed by the Stewards of the Club to operate a Book on terms and conditions notified by the Club from time to time.

**“Breeder”** is the person who owns the dam when the foal is dropped.

**“Club” or “Turf Club”** shall mean The Royal Western India Turf Club, Ltd.

**“Correct Weight” / “All Clear”** means weighed in by a jockey after the race at the declared weight, including any overweight, at which the jockey was weighed out by the Clerk of the Scales before the race.

**“Course / Race Course(s)”** means the Race Courses at Mumbai / Pune (in case of Locally Sanctioned Meetings, the Race Course of such Club) including without limitation the property and Premises of the Club (“Premises” as defined in these Rules) as also such places / premises under the control of the Stewards or to which the powers of the Stewards extend such as, off-course betting centers (OCBCs) etc. Further, “Course / Race Course” also means and includes the course of the Club and also any Race Course, training ground or land over which the Club has control or the management for the time-being, and, it also includes the race course and training ground or any land of which any other Club has the control or management of that Club for racing or training purposes.

**“Cruelty”** means any act or omission as a consequence of which a horse is mistreated as per the applicable provisions of the Prevention of Cruelty to Animals Act, 1960 (or under any amendment or re-enactment thereof) and rules framed thereunder.

**“Cup”** is a race to be run for a Cup, Salver, Trophy or similar prize and any such race is still a “Cup” though money or other prize is added.

**“Day”** means 24 hours finishing at midnight.

**“Decision Conclusive”** – any act done or decision made by the Stewards of the Club or by the Stewards in the exercise or intended exercise of any right, power or authority conferred by or under any of the Rules shall, except where otherwise provided in the Rules, be final and conclusive.

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**“Disqualification”** includes adoption or confirmation in accordance with these Rules of any disqualification and “disqualify” has a corresponding meaning.

**“Drug”** or a “Prohibited substance” means a substance originating externally whether or not it is endogenous to the horse which falls in any of the categories contained in the proscribed list published from time to time by the Stewards of the Club in the Racing Calendar. Substances include the metabolites of that substance and the Isomers of the substance and their metabolites. The finding of any scientific indicator of administration or other exposure to a prohibited substance is also equivalent to the finding of the substance. The effect/efficacy of the prohibited substance on the performance of the horse is irrelevant to the implementation of these Rules.

**“False Start”** means when the Starter announces that a fair start has not been effected and orders the jockeys to return to the starting post.

**“Forfeit List”** is a record of arrears published under the sanction of any Turf Authority of India.

**“Graded and Listed Races”** are those races which are published in the schedule of races “Graded and Listed Races” of the Pattern Races Committee constituted by the Turf Authorities of India.

**“Handicap”** is a race in which the weights to be carried by the horses are adjusted by the Handicapper, for the purpose of equalising their chances of winning.

**“Horse”** includes mare, gelding, rig, colt, filly and / or animal of indeterminate sex measuring 148 centimeters or over in height at the withers.

**“Interest”** - means interest in a horse in any form of Ownership, including co-Ownership, joint-Ownership, partnership, Syndicate membership etc. and includes interest as a breeder provided such breeder has any form of pecuniary interest in the horse.

**“Jockey”** is a person licensed by the Stewards of the Club to ride for hire and in the absence of express reference in the context to an Apprentice Jockey or Riding Boy or conditional licensee (as provided in the Rules hereafter), includes an Apprentice Jockey, Riding Boy or conditional licensee. The expression Jockey shall include the rider of a horse and vice-versa.

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**“Judge”** means the person duly appointed as such and includes any Assistant Judge similarly appointed in accordance with these Rules.

**“Lease”** means and includes an agreement duly lodged and registered with the Club in accordance with the Rules whereby the Owner of a horse permits another person to race the horse.

**“Licence”** means and includes any approval, consent, permission or permit granted by the Stewards of the Club. A person is licensed if he has the requisite licence required by the Rules.

**“Limited Company”** means a company duly incorporated under the existing Laws in force.

**“Locally Sanctioned Meeting”** is a race meeting held under the Rules of the RWITC Ltd at a venue other than Mumbai or Pune.

**“Maiden”** means a horse, which at the time of Starting, has never won a race other than a Match or Private Sweepstakes at any recognised Race Meeting in India or in any other country.

**“Match”** is a race between horses, the property of two different Owners on terms agreed by them and to which no money or other prize is added.

**“Medication”** means any treatment with drugs or other substances.

**“Member of the Club”** (i.e. of RWITC Ltd.) means a person who is a Member as defined in the Articles of Association of RWITC Ltd.

**“Meeting”** shall comprise of race days, notified in the Racing Calendar and/or Prospectus and shall include any extra day/s notified by the Stewards of the Club. Further, the term Meeting shall be deemed to commence from the first race day advertised for that Meeting and shall conclude on the last race day or extra race days as advertised for that Meeting AND shall include all inter-venue betting race days and other non-race days falling within that period.

**“Mock Race”** means official trial held both as an aid to training and as a means of testing a horse’s tractability in the starting stalls and/ or its soundness and suitability to race or to continue to race.

**“Month”** means a Calendar month.

**“Nominator”** is the person(s), Syndicate (if permitted by the Stewards of the Club), Company, Firm or LLP or Trust (Private / Public) or such other legal entity as approved by the Stewards of the Club from time to time, in whose name a horse is entered for a race.

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**“Objection “** means an objection in relation to any incident occurring from the start up to the finish of a race, or in relation to an allegation that a horse did not carry its correct weight, or an objection lodged in terms of the Rules.

**“Office”** means the registered office for the time being of the Club.

**“Official”** means and includes the Secretary, Stipendiary Stewards, Veterinary Surgeon, Handicapper, Judge, Starter, Clerk of the Course, Clerk of the Scales and any Assistants or Deputies for them as also any other person appointed by the Stewards of the Club to perform any service or act or to carry out any duty of the Club under the Rules.

**“Owner”** means the legal and not the equitable Owner of a horse and approved by the Stewards of the Club and permitted by them to own horses and race them under Rules of Racing and includes part Owner/ s. Where a horse is leased, the word Owner means the lessee or a part-lessee but not lessor and the lessor of a horse shall be deemed to have no racing interest in the horse and the interest of the Lessor in such horse shall be subject to terms and conditions of the Lease Agreement between the Lessor and the Lessee. In the case of a horse owned by a Limited Company or a Syndicate (if permitted by the Stewards of the Club) or a Limited Liability Partnership or a Partnership Firm or Trust (Private / Public), the word “Owner” means the Company or the Syndicate (if permitted by the Stewards of the Club) or the Limited Liability Partnership or the Partnership Firm, or Trust (Private / Public) or as the case may be. The Stewards of the Club shall have power at all times and from time to time to approve any other legal entity, not included hereinabove, as an Owner.

**“Passport”** means the document issued by the Stud Book Authority of India in relation to the identity of the horse described therein.

**“Person”** includes any individual association or body of individuals (whether incorporated or not) Syndicate (if permitted by the Stewards of the Club), Company, Firm, LLP combination of persons/ Owners, co-owners/ part Owners or Stud owning or racing a horse(s) or Trust (Private / Public), or such other legal entity as approved by the Stewards of the Club from time to time.

**“Photograph”** is the photograph or image taken when the horses pass the Winning Post by the Camera installed under the authority of the Stewards of the Club.

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**“Plate”** is a race for which a prize or prizes of definite value is paid out of or guaranteed by the Race Fund, the entrance fee, forfeit, subscription or other contribution of Owners entering their horse(s) in such race going to the Race Fund.

**“Premises / Premises of the Club”** includes without limitation, for the purposes of these Rules, any land, buildings, enclosures, stables, race tracks of the Club or any fixed or movable structure, (including any vehicle) and all such places/ areas where any of the rules of the Club are in force or applicable.

**“Private Sweepstakes”** is (a race) one for which no money or other prize is added from the Fund or by a Sponsor or through the Club and which has not been publicly advertised as to closing date.

**“Prize”** includes any monies, cups or trophies or any material gain or benefit capable of being valued in money earned by a horse for winning or being placed from whatever source being awarded to the nominator, trainer, jockey or any other person associated with a horse in accordance with the conditions of a race, but shall not include any stallion services won in connection with a race under the rules.

**“Prohibited Substance”** means a substance declared by these Rules to be a prohibited substance as published in the Racing Calendar or so notified from time to time, or which falls within any of the groups of substances declared by these Rules to be prohibited substances unless such substance is specifically excepted.

**“Produce race”** is one to be run for by the produce of stallions named or described at the time of entry of horses for that race.

**“Punishment”** means any order made or decision given, which, in any way prohibits or restricts the activities of a person so far as racing and/or betting or any other matters related to or even incidental to racing and/or betting are concerned and includes the suspension from riding or training or suspension of the operation of a book to imposition of a fine and/or disqualification of any nature. The above definition does not limit other meanings assigned to the term “Punishment” in the Rules hereinafter contained if the context thereof so requires.

**“Race”** means plate, cup, sweepstakes, private sweepstakes or match and includes a flat race, a hurdle race and a steeplechase.

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**Note:** A horse, which has only won a match or private sweepstakes is not debarred from any race, a condition of which is that horses shall not have won a race of a specific value or distance.

**“Race Fund”** means an amount set-aside by the organizers of the Race Meeting to meet the advertised stake money and other liabilities connected with the conduct of a sanctioned Meeting under the Rules.

**“Racing Calendar”** means the periodical published from time to time under that name by or under the authority of the Club.

**“Referred Sample / Reference Sample”** means a reserved sample or portion of a reserved sample that is referred to a Laboratory approved by the Stewards of the Club for confirmatory testing of the original sample. It is commonly known as “B” sample.

**“Registered Office”** means the Registered Office of the Royal Western India Turf Club Ltd.

**“Rider”** means jockey, or apprentice jockey, conditional licensee jockey or any other person who rides a horse on a racecourse in a race or during training, except where the context otherwise implies.

**“Sample”** means a specimen in any quantity taken from the saliva, urine, sweat, breath, blood, hair, tissue, hide, body fluids or any excretion taken from any body part or in contact with any body part of a horse or person.

**“Season”** is the Racing Season of the Club commencing and concluding on the dates as notified from time to time including any extension thereof.

**“Secretary”** means the Secretary of the Meeting.

**“Secretary of the Club”** means any person duly appointed as Secretary of the Club under the Articles of Association, or Rules and Regulations of the Club.

**“Selling Race”** is one the conditions of which require that every horse running, if a loser may be claimed, and if the winner, must be offered for sale by auction.

**“Starter’s Control”** means that the Starter is in sole control at the starting post.

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**“Stewards”** shall mean the Stewards of the Club for Race Meetings, conducted at Mumbai and Pune race courses and for locally sanctioned Meetings held under the aegis/Rules of R.W.I.T.C. Ltd., the term “Stewards” shall mean the Stewards of the Meeting. The term “Stewards of the Club” shall mean the Stewards of the Club only and the term “Stewards of the Meeting” shall mean the Stewards of the Meeting only. Further, for Race Meetings held at Mumbai and Pune Race Courses, there shall be the body of Stewards of the Club and Board of Appeal and for locally sanctioned Meetings held under the aegis/Rules of Racing of R.W.I.T.C. Ltd., there shall be, in addition to the aforesaid bodies, the body of Stewards of the Meeting.

**“Stewards of the Club”** mean the Stewards of the Club duly constituted pursuant to the Rules and/or Articles of Association of the Club.

**“Suspension”** means the withdrawal of any right or privilege granted under these Rules.

**“Sweepstakes”** is a race in which stakes are pooled by the Owners of three or more horses as may be specified by the terms of the race to be paid to the winner or placed horses and any such race is still a sweepstakes when money or other prize is added.

**“Syndicate”** means a syndicate as defined in the Appendix to these Rules.

**“The Time of Entry”** means the time fixed for closing of Entry for any race.

**“Trainer”** is a person who holds a licence from the Stewards of the Club to train racehorses.

**“Treatment”** means the administration of any substance by the oral or Nasogastric route, by injection, by application or by any other means, and includes without limitation prohibited substances and anything therapeutic, whether or not administered with the approval and/or the recommendation and/or under the supervision of a Veterinary Surgeon, or any form of physical therapy, acupuncture or other processes using application of physical therapy devices.

**“Void Race”** means a race that is declared void in accordance with the provisions of these Rules or is abandoned either before or after the horses have been declared to start or is never run or a fair result of which, in the opinion of the Stewards, is impossible to achieve.

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**“Warned off”** – a person warned off a race course is one who is not permitted to enter a race course under the control of the Club or body warning him off. A person warned off shall also be subject to the other disabilities and disqualifications under these Rules.

**“Weight for Age race”** means a race in which the weights to be carried by horses are apportioned according to the age or sex and the month in which the race is to be conducted and remains a weight for age race even if there be penalties and allowances of the race be confined to horses of the same age.

**“Winning”** includes dead-heating for first place, walking over and receiving forfeit, but not running second or in any lower place.

**“Winnings”** means and includes any stakes, monies, or prizes (whether in money or in the nature of trophies) actually credited to a winning horse (whether receivable by its Owner or any other person) in connection with the running of any advertised race in any country under Rules of Racing of the recognised Turf Authority of that country.

Words importing the singular include the plural and the plural the singular, unless the context requires otherwise; and words importing the masculine gender shall be deemed and taken to include the feminine gender unless the contrary is expressly provided; and words importing the feminine shall be deemed and taken to include the masculine unless the contrary is expressly provided.



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## PART II

### APPLICATION OF THESE RULES AND OTHER GENERAL PROVISIONS

2. Any person who takes part in any matter coming within the Rules of Racing of RWITC Ltd., shall be held thereby to consent to be bound by them.
3. Commencement: These Rules shall come into operation upon adoption and passing of the same by the General Body of Club Members with the requisite majority and any other Rules of Racing repugnant to or inconsistent with these Rules shall be annulled as from that day, but such annulment shall not: -
  - a) Affect the previous operation of any Rule so annulled or anything duly done or suffered thereunder, or
  - b) Affect any right, privilege, obligation, or liability, acquired, accrued or incurred under any Rule so annulled, or
  - c) Affect any penalty or disqualification incurred in respect of any offence committed against any Rule so annulled, or
  - d) Affect any investigation, proceeding, or remedy in respect of any such right, privilege, obligation, liability or penalty as aforesaid.

Any investigation, inquiry, proceeding or remedy may be instituted, continued or enforced and any penalty, punishment, fine, suspension, disqualification, exclusion, expulsion or warning off may be imposed, continued or enforced as if these Rules had not been passed.

All pending and un-disposed of matter prior to the commencement of these Rules shall be governed by the then applicable provision of the Rules of Racing and Articles of Association of Royal Western India Turf Club, Ltd.
4. (a) These Rules apply to all races held under the management or control of the RWITC Ltd and shall together with such Rules (not being repugnant to or inconsistent with these Rules) as may from time to time be made by the Club be read and construed as the Rules of Racing of the RWITC Ltd and shall apply to all races held under the management and/or control of the RWITC Ltd.

- (b) Any question / matter, not provided for by these Rules, shall be determined by the Stewards of the Club as and when it arises.
- (c) Any amendment, addition, modification, deletion, substitution made to the Rules of Racing, Bye-laws, regulation, notifications (including calendar notifications), Medication Rules, rules relating to testing of feed and supplements and all other Rules and procedures shall come into force and effect from the date from which they become enforceable unless otherwise stated therein. Further, the aforesaid shall not affect the previous operation of any Rules or any act done under previously existing Rules. All pending and undisposed of matters prior to such amendment, addition, modification, deletion, substitution would be governed by the then applicable Rules of Racing, Bye-laws, regulations, notifications (including Calendar notifications), Medication Rules and other Rules and procedures.
- (d) All correspondence, communication(s), proceeding(s), enquiry(s), investigation(s), appeal(s) etc. in connection with or arising out of or under these rules, notifications (including calendar notification), Bye-laws, Regulations, Medication rules etc. and other Rules and Regulations framed under the authorities of these Rules, shall be exchanged, addressed, taken, made, heard or carried out in the English language and the Club shall not furnish to the concerned person a translation(s) of any papers. The concerned person may get the papers translated at his costs into any language of his choice for his understanding. Provided, however, in case of any dispute on such interpretation, the final interpretation and meaning shall be that assigned and understood in the English version.
- (e) Any disputes/ differences which may arise between the Club, its Committee, Stewards, Board of Appeal, any Sub-Committee, Stud Book Authority of India, Officials or any of them or their members (jointly or severally) on the one hand or any person/ party entitled to raise such disputes/ differences on the other hand under these Rules of Racing or any other rules/ regulations/ bye-laws/ notifications etc.,



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shall be referred to the jurisdictional courts within the city of Mumbai (India) only and the courts in Mumbai city alone (to the exclusion of any other courts in India) shall have jurisdiction to entertain and try such disputes/ differences.

- 5 (a) All Rules and regulations made under the authority of these Rules shall have the same force and effect as if included in these Rules including bye-laws, notifications and Medication Rules.
- (b) Any document, form, entry, scratching, acceptance, declaration, consent etc which is required to be made in writing and submitted to the Office of the Club can also be done online on the web Portal of the Club with a secure password registered thereon PROVIDED the Club's e-archives record the receipt of such document, form, entry, scratching, acceptance, declaration, consent etc. In the event of any dispute, difference etc arising out of the aforesaid (including any document, form, entry, scratching, acceptance, declaration, consent etc submitted on web Portal and / or in writing to the Club) the same shall be referred to the Stewards whose decision in the matter shall be final and binding on all concerned. It is also provided that the Stewards shall be entitled to give their decision on any matter requiring interpretation; clarification etc as regards the aforesaid and the decision of the Stewards on the same shall be final and binding on all concerned.



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### PART III

#### RACE MEETINGS

- 6 (a) All Race Meetings held under these Rules must be sanctioned by the Club.
- (b) No Meeting shall be sanctioned unless the value of every race to the winner will amount to at least Rs. 50,000/- in whatever form the prize is given, and no new race of a lower value shall be added.
- (c) A Meeting need not be sanctioned if all the races are for prizes of a fixed and published value and there is no race in which the value of the prize offered to the winner or any other horse exceeds Rs. 49,999/- in whatever form the prize is given.
- 7 The full programme of every Race Meeting and the conditions of every race shall be approved by the Stewards of the Club before they are published in the Racing Calendar.
- 8 The programme shall state the days on which the Race Meeting is to be held, the terms of the race and the General Conditions, if any, under which the Meeting is to be held.
- 9 The time and place of every Race Meeting and, unless otherwise ordered by the Stewards of the Club, the full programme of the Meeting shall be advertised in the Racing Calendar.
- 10 Rule 9 above shall not preclude the addition of more money to a race before the time of acceptance or of a new race to the programme of a Meeting.
- 11 The Stewards of the Club may, at their discretion, refuse to sanction any Race Meeting and may prohibit the advertisement of any race or Race Meeting in the Racing Calendar. They may also call upon the Stewards of the Meeting to alter or modify or rescind any conditions even after the publication of the Racing Calendar. Further, the Stewards of the Club shall also have the power, suo moto, to alter or modify or rescind any conditions even after the publication of the Racing Calendar.

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- 12 After the Meeting, the Secretary shall forthwith submit to the Secretary of the Club a return showing:
- a. The names of all the horses which started in each race, and the names of their riders, the weights carried and the overweight (if any) declared;
  - b. The position of the horses placed by the Judge and the distances between each of them and the time of the race;
  - c. The Objections (if any) preferred, and the decision of the Stewards thereon;
  - d. The value of each race and the particulars of other prizes (if any) allotted.
  - e. He shall also submit a list of all fines imposed and punishments awarded.
- 13 The Stewards of the Club may at any time call upon the Stewards or the Secretary to submit a detailed account of the Race Fund and to give such further particulars in regard to it or the Meeting, as may be considered necessary by the Stewards of the Club.
- 14 There shall be no race of a distance less than 1000 Meters.



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**PART IV**

**PROVISIONS RELATING TO STEWARDS OF THE CLUB FOR RACES CONDUCTED AT MUMBAI/PUNE RACE COURSES AND TO STEWARDS OF THE MEETING FOR RACE MEETINGS OTHER THAN AT MUMBAI AND PUNE RACE COURSES.**

**“NOTES”-**

- (a) The term “Stewards” referred to herein and under these Rules shall mean Stewards of the Club for Race Meetings conducted at Mumbai and Pune race courses and for locally sanctioned Meetings held under the Rules of R.W.I.T.C. Ltd., the term “Stewards” shall mean the Stewards of the Meetings. The term “Stewards of the Club” shall mean the Stewards of the Club only and the term “Stewards of the Meeting” shall mean the Stewards of the Meetings only. Further, for Race Meetings held at Mumbai and Pune Race Courses, there shall be the body of Stewards of the Club and Board of Appeal and for locally sanctioned Meetings held under the aegis/ Rules of Racing of R.W.I.T.C. Ltd., there shall be, in addition to the aforesaid bodies, the body of Stewards of the Meeting.
  - (b) Subject to the provisions stated herein, the powers and functions of the Stewards of the Club under this Part for Race Meetings held at Mumbai and Pune race courses shall also be the powers and functions of the Stewards of the Meeting for locally sanctioned Meetings conducted under the Rules of R.W.I.T.C. Ltd, at race courses other than at Mumbai and Pune.
  - (c) Rules 16(a), 16(b), 16(d), 20, 21, 29, 34 and 36 shall be applicable only to locally sanctioned Meetings conducted under the aegis/ Rules of R.W.I.T.C. Ltd./ Stewards of the Meeting for such Meetings and not to Race Meetings conducted at Mumbai and Pune race courses. Further, provisions contained in Rule 38 shall be applicable to Meetings of the Stewards of the Club.
- 15 In the event the requisite number of persons be not present at the Meetings, quorum shall be formed for such Meetings as provided for under these Rules.

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- 16 (a) Should there be less than three Stewards present; the remaining Stewards shall temporarily fill the vacancy or vacancies by inviting the requisite number of persons to act as Stewards of the Meeting.
- (b) Should there not be three Stewards or their deputies, present, the Secretary shall, without delay, see that any vacancy is filled, so that there shall be at least three persons to act as Stewards of the Meeting for that Meeting and any adjournment thereof.
- (c) The Chairman of the Stewards of the Club elected under the applicable provisions of the Articles of Association/Rules of Racing of the Club shall be the Chairman of Meetings of the Stewards of the Club. The provisions contained in Rule 38 hereinafter shall be applicable herein as far as Meetings of the Stewards of the Club are concerned. For locally sanctioned Meetings under the Rules of R.W.I.T.C. Ltd., the Stewards of the Meeting shall have a Chairman of their Meetings to be appointed from among themselves.
- (d) The Chairman of the Stewards of the Meeting shall have the right to a second or casting vote in case of an equality of votes. In the event the Chairman of the Stewards of the Meeting be not present within fifteen minutes of the time appointed for a Meeting, the other Stewards of the Meeting present shall choose from among themselves any one to be the Chairman for such Meeting and such Chairman, in the event of an equality of votes, shall have the right to a second or casting vote.
- (e) No Stewards shall so long as he or she acts as a Steward bet on any horse.
- 17 The Stewards have control over, and they have free access to all stands, rooms, enclosures and other places used for the purpose of the Meeting.
- 18 The Stewards may at their discretion exclude or eject from all places under their control:
- (i) Every person who is warned off any Race Course under the control of any recognised Turf Authority.

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- (ii) Every person whose name has been published in the Unpaid Forfeit List, until the default is cleared.
- (iii) Every person who has been reported as defaulter under the Rules, until it has been officially notified that his default is cleared.
- (iv) Every person who has been declared by a competent authority or authority or by the Stewards of any recognized Meeting in India or any other country to have been guilty of any corrupt or fraudulent practice on the Turf.
- (v) All disqualified persons as defined in these Rules.
- (vi) The Stewards have power to exclude or eject at their discretion any person, not being a Member of the Club, from all or any places under their control, and to delegate the exercise of such power to any person or persons whomsoever.
- (vii) The Stewards, in addition to the other powers conferred on them under these Rules, have power at all time and from time to time to:
- a. Exclude or eject at their discretion, any person (not being a Member of the Club), from the premises of the Club and all or any places under their control and/or
- b. Punish and/or fine any person/s, who, either refuses to appear before the Stewards when called upon to do so or refuses to attend any enquiry or gives evidence that is false or misleading. This power of the Stewards includes the power of the Stewards to exclude or eject, as aforesaid, any person, not being a Member of the Club, pending enquiry or until such person appears before them. Further, a person would be deemed to be in default of this Rule each time that he commits a breach of the same and the Stewards shall be empowered to fine and/or punish such person, as aforesaid, for each such default/ breach of this Rule.

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- 19 The Stewards have power to regulate, control, take cognisance of, and adjudicate upon, the conduct although not occurring on the Race Course, of all Officials, and of all Owners, Authorised Agents, nominators, trainers, Jockeys, Riding Boys, persons attendant on horses, Bookmakers and their Assistants, and of all persons frequenting the Stand or other places used for the purpose of the Meeting.
  - 20 The Stewards have power to punish at their discretion any person/s including Owners, nominators, trainers, Jockeys, Riding Boys, Authorised Agents, bookmakers, licenced persons and persons attending to horses, with a fine not exceeding Rs.50,000/- and / or with suspension from acting or riding at the same Meeting, or for a period of six months, whichever is longer and to report to the Stewards of the Club, should they consider any further fine or punishment necessary. Any Jockey so suspended shall not ride in any race there or elsewhere during the period of his suspension.
  - 21 The Stewards have power to enquire into all matters and to determine all questions arising in reference to racing at the Meeting, including questions relating to bets, subject to appeal to the Stewards of the Club. Should they find that any person has committed or attempted to commit or has been interested or concerned, either directly or indirectly, in any corrupt or fraudulent act in connection with racing, they may disqualify for all future engagements at that Meeting, or up to a period of six months, whichever is longer, any horse or horses of which he is wholly or in part the Owner, and shall submit a report of their finding and also of any finding that a person is a defaulter for bets or lotteries, with a copy of the proceedings in each case to the Stewards of the Club, who on such report and with or without further enquiry, may deal with the matter and with the person or persons concerned as they think fit. After having given a decision under this Rule, the Stewards may, if they are satisfied that fresh evidence is forthcoming, reopen any case at their discretion.
  22. The Stewards have power to call for proof that a horse is neither itself disqualified in any respect, nor nominated or entered by, nor the property, only or in part of a disqualified person; and in default of such proof being given to their satisfaction, they may declare the horse disqualified for any race or races for the Meeting.

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23. The Stewards have power at any time to order an examination by such person or persons as they think fit of any horse entered for a race, or which has run in a race and to make or cause to be made such test or tests as the Stewards shall deem necessary in order to determine whether any substance which is a prohibited substance has been administered to any horse which has been declared to Start for or run in any race and for this purpose and for purpose of identification or observation or being photographed to take possession of and detain any such horse for such period and under such conditions as the Stewards may think proper without being liable for any damages in consequence of the exercise of such powers and to fine or disqualify any Owner or other person who prevents or attempts to prevents or in any way interferes with the exercise by the Stewards of the powers hereby conferred.
  24. The Stewards have power to order down any Jockey or rider engaged to ride any horse in a race without assigning any reason and to prohibit the horse from starting in such race and to fine or disqualify the Owner and/or Trainer of such horse unless their directions be observed. The Stewards may order down any rider without assigning any reason and substitute another rider of near equal caliber if they deem that the circumstances require such an action.
  25. The Stewards have power if they are satisfied that the winner or any placed horse in any race at a Meeting has not been permitted by his Owner, Trainer, rider or other person interested to do his best in any other race run at the Meeting or at any other Meeting to disqualify such horse for any term and/or fine, suspend or disqualify the Owner, trainer and rider of the horse (or any of them) in either or both such races or levy a fine.
  26. The Stewards have power to take possession on a racecourse or with the consent of the Owner elsewhere, of any horse which has been entered for or run in any race and detain such horse for the purpose of examination, identification or observation or of being photographed, for such period as they think proper without being liable for any damages in consequence of the exercise of such powers or otherwise and to fine or disqualify any Owner refusing such consent.

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27. The Stewards have power to require and obtain production of all books and documents, which in their opinion relate to the Meeting.
  28. In the event of a Jockey being declared unfit to ride by the Club or being disqualified or unable to ride for any reason whatsoever after he has been declared to ride in a race, the prerogative of replacing such a Jockey by another Jockey shall be that of the Stewards, and the replacement to be a Jockey of near equal caliber.
  29. [The powers of the Stewards continue after the Meeting for all purposes relating to any matter connected with or arising out of that Meeting. The Stewards have the power to continue with any inquiry initiated, connected or arising out of that Meeting and have the power to take decision at such inquiry and to punish any person with a fine not exceeding Rs.50,000/- and / or with suspension from acting or riding for a period of up to six months and should the Stewards consider that any further fine or punishments is necessary, they shall refer the matter to the Stewards of the Club for further action.](#)
  30. The Stewards have full power to make (and if necessary to vary) all such arrangements for the conduct of the Meeting as they may think fit, and under urgent necessity, they have power to abandon the Meeting or to abandon any race or to postpone any races to any other day in the same or the following two weeks or advance any race/s to any other day in the same or preceding week.
  31.
    - (a) In the event of the Stewards being satisfied that the result of a race has been materially affected due to a contingency arising they may, at their sole and absolute discretion, declare any race to be null and void or any horse or horses to be non-starter (s), even after the same is run, provided however, that the weighed in or All Clear signal has not been hoisted.
    - (b) If in the opinion of the Stewards an emergency has arisen involving risk of injury to any person or property or other circumstances which the Stewards consider necessary, they may, in their absolute discretion, in exercise of the overriding power hereby conferred, declare bets with any totalizator pool or pools and also bets with bookmakers or any race or races to be null and void notwithstanding that the "weighed-in" signal may have been given.

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- (c) If in the opinion of the Stewards any situation or other circumstances in any race so require, the Stewards may, in their absolute discretion, in exercise of the overriding power hereby conferred, declare, before the All Clear is given, any bets with any totalizator pool or pools and also bets with bookmakers on any particular race or any particular horse(s) to be null and void without declaring the race null and void or any horse(s) to be non-starter(s) and notwithstanding the fact that the particular race or particular horse(s) have already been run.
  32. In the event of any horse being so injured on the race course that the destruction of such horse in the opinion of the Stewards or the Veterinary Officer appointed by the Stewards is advisable in order to save unnecessary suffering, such Stewards or Veterinary Officer may order such horse to be destroyed by such person as the Stewards or the Veterinary Officer consider advisable.
  33. The Stewards have power to refuse to accept or cancel entries, if the General Conditions under which any Meeting is held include that power, with the previous sanction of the Stewards of the Club.
  34. [Should the Stewards authorise the abandonment of a Meeting or the abandonment or postponement or advancement of any races, or vary in any way the programme as originally advertised, they shall, without delay, report to the Stewards of the Club their reasons for so doing.](#)
  35. The Stewards shall arrange for the discharge of the duties of Judge, Starter and Clerk of the Scales.
  36.
    - (a) [In the case of Race Meetings held under the aegis of RWITC Ltd. Rules of Racing, the Stewards of the Meeting shall, without delay, report to the Stewards of the Club giving their reasons if they authorize the abandonment of a Meeting or the abandonment or postponement of any races or vary in any way the programme as originally advertised.](#)
    - (b) [An appeal shall lie to the Stewards of the Club from every decision or order of the Stewards of the Meeting. The Stewards of the Club are entitled to decide appeals from the decision or orders of the Stewards of the Meeting on every](#)

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matter (other than a decision or order on an Objection taken by a Steward or any Stipendiary Steward or a trainer or a Jockey or an Owner in respect of the placing of horses in a particular race at the conclusion of such race). The appeal shall be in writing and shall be lodged with the Secretary of the Meeting within 72 hours, (Club holidays and race days excepted), of the decision or order being made known. No appeal shall be entertained against any decision or order, which is not permitted under the Rules relating to Objections and Appeals. The procedure for appeals shall be as notified by the Stewards of the Club from time to time. An appeal may be transmitted by fax or other electronic/modern mode of communication, provided the same is confirmed in writing within a period not exceeding seven days from the date of the order being made known or before the date of hearing, whichever is earlier.

- (c) The grounds of appeal must be submitted in writing not less than 72 hours before the date and time scheduled for the hearing of such appeal.



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## PART V

### STEWARDS OF THE CLUB

37. The Stewards of the Club are the Stewards of the Club for all Race Meetings held under these Rules. Three Stewards of the Club shall form a quorum.
38. There must be at least three Stewards of the Club for every Meeting. Should the requisite number of Stewards of the Club not be present, the remaining Steward/s of the Club shall appoint any other Club Member/s to act as Steward/s of the Club.

Should there not be any Steward of the Club present for any Race Meeting, the Secretary or the duly authorized Official on his behalf shall, without delay, ensure that there shall be at least three persons who are Club Members of the Club, to act as Stewards of the Club for that Race Meeting only and further any decisions taken by such Stewards of the Club shall be final and binding on all concerned as if they were the duly elected Stewards of the Club for that Race Meeting.

- a. Questions arising at Meetings of the Stewards of the Club shall be decided by a majority of votes and in the event of equality of votes, the Chairman of the Stewards of the Club shall have the right to a second or casting vote.
- b. The Chairman of the Stewards of the Club elected under the applicable provisions of the Articles/ Rules of the Club shall be the Chairman of the Stewards of the Club. In the event, the Chairman of the Stewards of the Club be not present within 15 minutes of the time appointed for holding a Meeting, the Stewards of the Club present shall chose any one of themselves to be Chairman of such Meeting and in the event of an equality of votes, such Chairman of such a Meeting shall also have the right to a second or casting vote.
- c. The Stewards of the Club shall not, so long as they act as Stewards of the Club, bet on any horse running in a race governed by the Rules of Racing of the Club.

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- d. The Stewards of the Club are the Stewards of the Club for the period during which they hold such office as Stewards of the Club PROVIDED HOWEVER, that so far as it may concern any enquiry or proceedings which may be pending before the Stewards of the Club prior to their retirement / term as provided in the Articles/ Rules which may not have been finally disposed of by them prior thereto, they shall be entitled and competent to continue to proceed with the hearing and disposal of such enquiry or proceeding and give their decision thereon even after their retirement / expiry of term as Stewards of the Club. Such Stewards of the Club shall be entitled to punish, fine and decide the matter which the Stewards of the Club are empowered to decide under the Articles of Association, Rules of Racing, Notifications, Bye-laws etc of the Club and the decision given by such Stewards of the Club shall be valid, effective and operative as if they had continued to hold office as Stewards of the Club.
- e. The Stewards of the Club elected under the Articles of Association of the Club, shall be entitled at all times to invite the G.O.C – in C, Southern Command (Pune), to be Steward of the Club with themselves for such period/Race Meeting/s as determined by them and which period shall however not extend beyond the term of their own office as Stewards of the Club.
39. The Stewards of the Club shall at all times have control over and have free access to all stands, rooms, enclosures and other places used for the purposes of the Meeting.
40. The Stewards of the Club have power at all time and from time to time to fine and/ or punish and/or warn off, any person, and/or exclude/eject (person not being a Member of the Club), and /or disqualify/ and/ or suspend and/or withdraw licenses of any person/s including Owners, nominators, trainers, Jockeys, Riding Boys, Authorised Agents, bookmakers and any other persons whether attending to horses or not. Further, any person whose licence is suspended shall not perform as such licensee under the Rules of the Club or elsewhere, during the period of his suspension. The Stewards of the Club may impose any fine not

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- exceeding Rs.1,00,000/- and in the case of Bookmaking Firms up to Rs.2,00,000/- for contravention of any of these Rules or for non-compliance therewith or for any misconduct or other act or omission on the part of any person for which the Stewards of the Club are empowered to exercise any of their rights or powers under these Rules against such person.
41. The Stewards of the Club have power at their sole discretion:
- (a) To grant, withdraw and suspend licences to officials, trainers, Jockeys, bookmakers and others and to refuse or cancel entries, and to prescribe, from time to time, the fees or other charges or commission payable by trainers, Jockeys, bookmakers and others at the time of grant of licence to them and to cancel, without assigning any reason, the registration of any sale or transfer of any horse/s.
- (b) To refuse to register the name of any horse or sale or transfer of any horse or horses and to cancel without assigning any reason, the registration of any sale or transfer.
- (c) To refuse to register any partnership, contingency, lease or arrangement as required under the Rules and if considered necessary to cancel without assigning any reason the registration of any such partnership, contingency, lease or arrangement. To approve any person including a Limited Company or a Syndicate or a Partnership Firm registered under the Indian Partnership Act, 1932 or under any amendment or re-enactment thereof for the time being in force or a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 or under any amendment or re-enactment thereof for the time being in force, as an Owner or to permit such approved person to own horses and race them under the Rules of Racing of the Turf Club/Club with power to withdraw or revoke such approval or permission granted to any person in their absolute discretion at any time.
- (d) To authorize the destruction of any horse which the Senior Veterinary Surgeon certifies in writing to be suffering from any of the diseases set out in Appendix "G" to the Rules or any other notifiable disease or from any disease that may infect or endanger other horses and in the event of such destruction no compensation shall be payable by the Turf Club/Club to the Owner or other persons having an interest in the horse.

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- (e) To refuse to allow any person to act or continue to act as an Authorised Agent.
  - (f) To fix or sanction the dates on which all Meetings shall be held and to alter the same.
  - (g) To order the advancement or cancellation or abandonment or postponement or any race or Race Meeting and to sanction additional dates or frame new races for any Meeting and to make all such arrangements for the Meeting as they may at their sole discretion think fit.
  - (h) To decide appeals from the decision or order of the Stewards of the Meeting on every matter (other than on an Objection taken by a Steward of the Meeting or any Stipendiary Steward or a trainer or a Jockey or an Owner in respect of the placing of horses in a particular race at the conclusion of such race).
  - (i) To make enquiry into, finally decide and deal with all matters relating to racing (other than on an Objection taken in respect of the placing of horses in any particular race taken by the Stewards of the Meeting/Club, as the case may be, immediately at the conclusion of such race), whether or not referred to them by the Stewards of the Meeting.
  - (j) To declare any person to be a disqualified person and warn any person off all courses where these Rules are in force and to authorise the publication in the Racing Calendar of their decisions respecting any of the above matters and also the decisions of the Stewards of all Race Meetings held under these Rules in this respect.
  - (k) In cases of emergency or expediency, to suspend the operation of any Rule or regulation for such period or periods as they shall think fit without giving previous notice but should they do so, they shall report the fact in the two subsequent issues of the Racing Calendar.
  - (l) To take cognizance of riotous behavior, intemperance or other improper conduct although not occurring on the racecourse of persons holding a licence under these Rules.

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- (m) And they may at any time remove or modify any disqualification, or remit any penalty, or may even enhance any punishment or fine awarded by the Steward of the Meeting/ Club provided always that the Stewards of the Club shall not be entitled to exercise their powers under this sub-Rule where the Board of Appeal has, after hearing a matter/ issue on merits, decided to uphold or modify or enhance any punishment, fine or disqualification awarded by the Stewards of the Club.
  - (n) If any Owner commits default in the payment of Feeding and Upkeep Fee to his/her Trainer/s or payment of any dues to the Club or shall not observe or comply with or shall commit a breach of any Bye-Law, Rule or regulation of the Club or has been posted in accordance with the Rules and regulations of the Turf Club House or shall fail to pay the amount of financial assistance or the amount of installment of such financial assistance or interest due thereon or insurance premium or Feeding and Upkeep or Entry Fees, or such other fees as he/she is required to pay under the Rules of Racing of the Club within the time fixed by the Stewards and/or Committee, the Stewards of the Club shall have the power to take action against such Owner/s as they may in their absolute discretion think fit including putting his/her name on the Unpaid Forfeit List. Such action may include withdrawal of recognition of Ownership and sale by public auction of a horse/s owned either solely or in partnership with another person/s and with the object of making payment to the trainer and/or the Club, as the case may be, his/her dues out of such sale proceeds. The Owner shall be deemed to have authorized the Stewards of the Club and/or the Committee to sell his/her horse/s by Public Auction for the aforesaid purposes by reason of his/her having agreed to race his/her horses under the Rules of Racing of the Club. Further the Stewards/Committee may in case of partnership/joint or co-Ownership, sell either the entire horse/s by Public Auction or with the prior consent of all the other partners/joint or co-Owners, to the extent of the defaulting Owners share in the said horse/s.



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- (o) To require and obtain production and take possession of any mobile phones, computers, electronic devices, books, documents and records, including any telephone or financial records relating to any meeting or inquiry.
  - (p) To order the removal from any horse of any shoes, racing plates, equipment or gear which has not been approved or is in their opinion unsuitable, unsafe or ineffective.
42. The Stewards of the Club shall have power: -
- (a) To do all things necessary to ensure that Race Meetings shall be properly and regularly conducted;
  - (b) To decide any matter which they are empowered to decide under the Rules of Racing of the Club.
  - (c) To warn any person off the Race Courses or any other premises over which the Club has jurisdiction or control and to take any lawful measures necessary to enforce their orders.
  - (d) To exclude or eject at their discretion any person, who is not a Member of the Club, from the premises of the Club as well as from all or any places under their control and to delegate the exercise of such power to any person/s whomsoever.
  - (e) To authorise the abandonment of a Meeting or the abandonment or postponement or advancement of any race/s or vary in any way the programme as originally advertised.
  - (f) The Stewards of the Club have power to enquire into all matters and to determine all questions arising in reference to racing, including questions relating to bets. Should they find that any person has committed or attempted to commit or has been interested or concerned, either directly or indirectly, in any corrupt or fraudulent act or improper practice in connection with racing, they may disqualify for all future engagements, at their discretion, any horse or horses of which he is wholly or in part the Owner and may also further deal with the matter and the person/s concerned as they may think fit. If fresh evidence is forthcoming, the Stewards of the Club may reopen a case at their discretion and decide thereon.

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- 42 (A) The Stewards of the Club may enlist the assistance of any other Club Member of the Club and if they think the importance and the difficulty of the case requires, they may refer the same to the Committee of the Club who shall be entitled to deal with the same and take a decision thereon as they deem fit or the Committee may, at its discretion, call a General Meeting of the Club.
  - (B) The Stewards of the Club shall have the power at all times and from time to time to recommend to the Committee of the Club to reduce or vary the Stake money of any race/s, or even cancel a race/s, even after publication/ advertisement of the Stake money of such race/s, if in the opinion of the Stewards of the Club, it becomes necessary/ expedient to do so on the ground, including the non payment and /or part payment by a sponsor of the sponsorship amount dues agreed to be contributed for a sponsored race. The Committee of the Club shall consider such recommendation of the Stewards of the Club and after having considered the same, shall be entitled to give their decision in the matter in their absolute discretion as deemed fit, which may include the reduction of the Stake money or cancellation of race/s. No person shall be entitled to raise any dispute on the decision taken by the Committee of the Club on such recommendation of the Stewards the Club and all persons shall be bound by such decision of the Committee of the Club.
43. The Stewards of the Club shall be entitled to consider de novo any case referred to them by the Board of Appeal in the event the Board is satisfied that fresh evidence is forthcoming.
44. The Stewards of the Club shall, if they are satisfied that fresh evidence is forthcoming, re-open any matter/ enquiry/ proceedings at their sole discretion and decide the same.
45. The Stewards of the Club may, under special circumstances, grant permission for a horse to run in the name of a Trainer or some other person instead of an Owner.

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46. (a) An Appeal shall lie to the Board of Appeal from any decision or order of the Stewards of the Club not being a decision or an order on an Objection in a particular race taken immediately at the conclusion of such race. The Appeal shall be in writing and shall be lodged with the Secretary of the Meeting within 72 hours (Club race days and holidays excepted) of the decision or the order being made known. Where the Appeal is transmitted by fax or other electronic/modern mode of communication, provided the same must be confirmed in writing within a period not exceeding 7 days from the date of order being made known or before the date of hearing, whichever is earlier. Such Appeal shall be accompanied with a deposit of Rs. 5,000/-. No Appeal shall be entertained from any decision or order on an Objection and which is not permitted under the Rules relating to Objections
- (b) The grounds of Appeal must be submitted in writing not less than 72 hours before the date and time scheduled for the hearing of such Appeal.
- (c) Fines imposed by the Stewards of the Meeting/Club shall become payable within the time limit stipulated by the Stewards of the Club from time to time and notified in the Racing Calendar. Punishments of suspension etc imposed by the Stewards of the Meeting/ Stewards of the Club shall become effective after the expiry of 9 clear days from the date of punishment being made known or after such longer period as may be stipulated by the Stewards of the Club from time to time and notified in the Racing Calendar.

However, in cases of action taken on detection of drugs or for gross indiscipline or misconduct or in a situation of grave law and order, the punishment shall take effect immediately unless otherwise stipulated by the Stewards of the Club at their sole discretion.



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## PART VI

### BOARD OF APPEAL

47. (a) Notwithstanding anything contained to the contrary in these Articles or Rules of Racing or in any Bye-law for the time being in force, only the person aggrieved by any decision or order of the Stewards of the Club shall be entitled to prefer an Appeal in writing from such decision or order to a body called "The Board of Appeal", hereinafter called the Board. Such Appeal shall be heard, determined and disposed of by the Board in accordance with the provisions hereinafter contained.

#### EXPLANATION 1: -

Any punishment/ fine imposed by the Stewards of the Club (which has not been appealed against) and which is, at the time of imposition or subsequently suspended by them shall, become appealable to the Board by the aggrieved party when such suspended sentences is invoked by the Stewards of the Club or when it automatically comes into force.

#### EXPLANATION 2: -

The word "punishment" shall include the disqualification of a horse and/ or the resulting loss of stakes to Owner/s and any punishment meted out to any person arising out of a breach of the Medication Rules of the Club.

- (b) If during the pendency of any Appeal or at any time the Board on an application being made to it or suo-motto is satisfied that fresh evidence is forthcoming relating to the matter which is or was the subject matter of the Appeal, the Board at its sole discretion may : (i) remand the case back to the Stewards of the Club if the Board considers that the Stewards need to enquire in the matter in light of fresh evidence; OR (ii) if the Board considers that such fresh evidence does not require any further enquiry in the matter by the Stewards and be dealt with by the Board itself then, the Board shall be entitled to proceed to hear and determine the same and for this purpose, may rely upon the evidence already on record as also any fresh evidence which, in their

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opinion, is desirable to admit. It is further clarified that it shall be the absolute discretion of the Board to consider and decide whether the evidence placed before it is fresh evidence or not and / or whether such fresh evidence relates to the Appeal which may be pending before the Board or may have been decided by the Board and / or whether in view of fresh evidence the matter requires or does not require enquiry by the Stewards of the Club in light of fresh evidence. The decision of the Board in matters aforesaid shall be final and binding on the parties concerned.

- (c) The Board of Appeal shall be constituted as provided in the Articles of Association of the Club.
48. (a) Three Members of the Board shall form a quorum for transaction of business. Decision or orders shall be decided by a majority of votes and in the event of an equality of votes, the Chairman of the Board of Appeal shall have the right to a second or casting vote. If at any Meeting, the Chairman of the Board of Appeal be not present within 15 minutes of the time appointed for the Meeting, the other members present shall choose from among themselves any one of them to be Chairman of that Meeting and such Chairman of the Meeting, in case of equality of votes, shall have the right to a second or casting vote. If however, there be no quorum, the remaining Member/s of the Board then present shall co-opt any Club Member/s, other than the Stewards of the Meeting or Stewards of the Club, to act as member/s of the Board of Appeal. The decision of the Board shall prevail and be final and binding on all parties to the Appeal.
- (b) It is expressly provided that a Stay application may be heard by any single Member of the Board, if the emergency of the case so requires.
49. (a) Any person desiring to prefer an Appeal as aforesaid shall deposit and pay in the Office of the Secretary a fee of Rs.5,000/- together with such Appeal, which sum or any part thereof may or may not be refunded to such person, at the sole discretion of the Board of Appeal.

- (b) No Appeal shall be admitted by the Board unless it be filed in the Office of the Secretary, strictly in accordance with the provisions of Rule 46. If no such Appeal is filed within the stipulated time, the decision of the Stewards shall stand.
- (c) Every Appeal shall as far as possible be heard and finally disposed of within 15 days from the date of filing thereof. Provided however, that if any aggrieved person shall make an Application in any such Appeal to the Board for Stay of any decision or order of the Stewards of the Club pending, the hearing and final disposal of the Appeal, the Board may, after hearing such person, in its discretion, grant a Stay thereof to such person and upon such terms and conditions as it may think fit pending the hearing and final disposal of the Appeal. Such Stay Application for a Stay shall be heard and disposed of by the Board as soon as possible from the date of the filing of such Stay Application.
- (d) In any Appeal heard by the Board, the aggrieved person, i.e. the Appellant, shall be entitled to appear in person and/ or along with his spokesman (not being a practicing Lawyer) and to represent him and plead his Appeal before the Board. The Board shall not, in any event, call any Stewards of the Club or Stewards of the Meeting to give evidence or assistance in person.
- (e) The Board may in its discretion either uphold or modify any decision or order given or made by the Stewards of the Club or wholly or partly set aside and annul the same or may even enhance any punishment or fine awarded by the Stewards of the Club which in any event shall be subjected to the provisions contained in that behalf in the Rules of Racing of the Club.
- (f) The Secretary or such other person duly authorized by the Committee of the Club shall act as the Secretary of the Board.
- (g) Subject to the provisions of these Rules, the Board shall in all other respects be governed by the provisions of Articles of Association of the Club and the Rules of Racing.

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- (h) Notwithstanding anything contained hereinabove, after the Board has given its decision in accordance with the aforesaid provisions, the aggrieved party shall be entitled, during the currency of any punishment which the aggrieved party is undergoing as a result of the said decision of the Board and in case of fine, within 7 days from the date of communication in writing of the decision of the Board to the aggrieved party to present to the Board a written Mercy Petition/s for altering or modifying its decision. Provided however, in case of punishment no such Mercy Petition/s shall be filed or entertained until completion of 50% of the punishment imposed or until completion of 6 months of the punishment imposed, whichever is earlier. The entertainment/ hearing of the subsequent Mercy Petition after the Mercy Petition has been filed and disposed of once, shall be at the sole discretion of the Board.



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## PART VII

### GENERAL CONDITIONS APPLICABLE TO THE STEWARDS OF THE MEETING, STEWARDS OF THE CLUB, MEMBERS OF THE BOARD OF APPEAL

50. (a) No person, who is a Steward of the Meeting, Steward of the Club, Member of the Board of Appeal, shall bet at races wherever these Rules are in force.
- (b) A person can either be a Steward/Steward of the Club or Member of the Board of Appeal, but not both.
- (c) No person, who is a Steward of the Meeting, Steward of the Club or Member of the Board of Appeal, shall sit at an enquiry/ hearing, if he has any direct or indirect interest in any horse, retained Jockey, trainer or the person involved in the enquiry/ hearing in question.
51. The powers and provisions applicable to the Stewards of the Meeting shall also be applicable to the Stewards of the Club subject to the provisions contained in the Articles of Association/ Rules of Racing of the Club.
51. (A) The Stewards of the Meeting/ Stewards of the Club, appointed/ elected / invited under the Articles of Association or Rules of Racing (as the case may be), shall have power at all times and from time to time, to exercise their powers, duties and functions as provided for in the Rules of Racing, Racing Calendar, Notifications/ Bye-laws, Articles of Association of the Club and Medication Rules and procedures (including Rules and procedures relating to prohibited substances and rules relating to testing of feed and supplements) and the Stewards of the Club shall have power at all times and from time to time to formulate, amend, vary, add, modify or delete the aforesaid Medication Rules, rules relating to testing of feed and supplements, various procedures and notifications and the same shall be notified in the Racing Calendar. The Stewards of the Meeting shall be appointed/ invited as provided for in the Rules of Racing/ Articles of Association of the Club.

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- (B) The Stewards of the Meeting/ Stewards of the Club and Board of Appeal, (as the case may be), shall in the absence of the quorum, have power at all times and from time to time to co-opt the requisite number of eligible persons as per the Rules of Racing/ Articles of Association of the Club, (as the case may be) to form a quorum and to act at such Meeting/s and any adjournment/s thereof. The aforesaid power of co-option can be exercised by the Stewards of the Meeting/Stewards of the Club/Board of Appeal, (as the case may be), in case of any vacancy arising among them for any reason whatsoever, save and except, vacancy to be filled in as provided in Articles 80 and 81 of the Articles of Association of the Club and which are applicable to Stewards of the Club. The co-opted Members shall at all times be entitled to participate, conduct, sit and decide at such Meetings, including all enquiries/ appeals at such Meetings and also at any adjournment/s thereof, just as if, they had been duly appointed by the Committee/ Stewards of the Club/ General Body of Members under the Articles of Association or Rules of Racing of the Club, as the case may be. PROVIDED HOWEVER, in absence of a quorum, the Stewards of the Meeting/ Stewards of the Club/ Board of Appeal Members, present at a Meeting, shall also have, over and above the aforesaid power to co-opt, the power/ right to adjourn a Meeting to a future date, time and place.
- (C) All acts done by any Meeting of the Stewards of the Meeting or Stewards of the Club or Board of Appeal shall, notwithstanding that there was some defect in the appointment of any Member or co-opted Member or person acting as aforesaid, or that they or any of them were disqualified shall be as valid and effective as if every such person had been duly appointed/elected/invited, (as the case may be), and was qualified to be a Steward of the Meeting or Steward of the Club or Member of the Board of Appeal.
- (D) The Stewards of the Meeting, Stewards of the Club, the Board of Appeal and the Committee of the Club appointed/elected/ invited under the Articles of Association or Rules of Racing (as the case may be), shall have power at all times and from time to time to refer any matter to each other, inter se, so as to enable the appropriate body of Stewards of the Meeting or Stewards of the Club or Board or Appeal or the Committee of the Club to exercise

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- their powers and take necessary and/or further action under the Rules of Racing, Notifications Bye-laws, Medication and other Rules and procedures (including Rules and procedures relating to prohibited substances) and the Articles of Association of the Club.
- (E) The powers of the Stewards of the Meeting and Stewards of the Club under the Rules of Racing/Articles of Association of the Club and/or other Rules, Bye-laws, notification, extend to all days, including but not limited to Club's race days and inter-venue betting race days, for the term for which they have been so elected/appointed/invited. Further the powers applicable to the Stewards of the Meeting and Stewards of the Club as aforesaid extend without limitation to: (i) all premises of the R.W.I.T.C. Ltd., and/or to such other premises under the management and control of R.W.I.T.C. Ltd., and/or (ii) all matters, including but not limited to matters which may arise in the course of management of the affairs and / or premises of the Club; and/or for enforcing any Rules, regulations, notifications, bye-laws or any other provisions in force of the Club; and/or for securing/enforcing the rights/ interests of the Club or of its duly elected, constituted or invited body/persons, and/or of any person/s including but not limited to Members, Owners, trainers, Jockeys, officials, racing public and others.
- (F) The Stewards of the Meeting/Club (as the case may be), in addition to their existing powers under the Rules of Racing of the Club, (as the case may be), are empowered to impose the term of any punishment or part thereof, for such period that they are empowered under the Rules of Racing of the Club, during the currency of the next ensuing Race Meeting at Mumbai or Pune, if, the existing Race Meeting at Mumbai or Pune, (as the case may be) has concluded or is about to conclude. This Rule does not in any way affect or derogate from the powers of the Stewards of the Meeting/ Club to impose punishment or any person during the currency of an existing Race Meeting and/or beyond such currency, as already provided for in the Rules of Racing of the Club.
- (G) (i) In any enquiry/appeal before the Stewards of the Meeting/ Stewards of the Club (as the case may be), the person against whom such enquiry/appeal is pending, shall be entitled to appear in person and/or along with his spokesman

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(not being a practising Lawyer) to represent him and plead on his behalf. PROVIDED HOWEVER, that such spokesman will not be permitted where such person is called upon to appear before the Stewards of the Meeting/Stewards of the Club (as the case may be), at any enquiry/ appeal/ proceeding conducted on an Objection taken on a race. PROVIDED FURTHER, that, the concerned person shall have to appear alone and no such spokesman shall be permitted in any enquiry/ proceeding, (including preliminary enquiry), conducted by the Stipendiary Stewards or any other duly authorized Official/s of the Club except that if an Apprentice Jockey lodges an Objection or is involved in a Stewards' Enquiry, the Trainer whose horse the Apprentice rode and is involved in the Objection / Stewards' Enquiry may accompany the Apprentice to represent his case before the Stewards. It is further provided that the Master of the Apprentice shall be permitted to accompany the Apprentice in other enquiries.

- (ii) Where any person refuses or fails to appear before the Stewards of the Meeting or the Stewards of the Club or Board of Appeal in person and/or along with his spokesman, the Stewards of the Meeting/Stewards of the Club/Board of Appeal, (as the case may be), would be entitled to proceed with the matter before them ex-parte and to give their decision thereon which shall be final and binding on the person concerned. The inability of a spokesman to appear, before the Stewards of the Meeting/Stewards of the Club/Board of Appeal, for any reason whatsoever, shall not be a ground for the concerned to seek any adjournment of the Meeting and the Stewards of the Meeting/ Stewards of the Club/ Board of Appeal, (as the case may be), shall be entitled to proceed with any matter before them in the absence of such Spokesman. Any statement/submissions made by the spokesman on behalf of the person concerned shall deemed to be made by the person concerned himself.

(Provisions regarding representation before the Board of Appeal are also contained in the Rules relating to Board of Appeal.)



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## PART VIII

### OFFICIALS

#### **SECRETARY; STIPENDIARY STEWARDS; HANDICAPPER; CLERK OF THE SCALES; JUDGE; VETERINARY OFFICER**

### OFFICIALS

52. The following Officials shall be appointed by the Stewards of the Club for every Meeting viz., Secretary, Stipendiary Steward/s, Handicapper, Clerk of the Course, Clerk of the Scales, Judge, Starter, Veterinary Officer, and such other Officials and assistant Officials as may be necessary. The Stewards or the Stewards of the Club may remove any official and appoint a substitute at any time during a race meeting.
53. An Official may hold more than one appointment at the same time and shall perform all functions delegated to him by the Club or Stewards of the Club. The functions and duties of Officials shall not be limited to those stated in these Rules.
54. In cases of emergency, the Stewards may during a Meeting appoint a substitute to fill any of the above named offices for the race day only.
55. Every Complaint against an Official shall be made to the Stewards in writing signed by the complainant.
56. Every official shall be indemnified by the Club against any legal proceedings instituted against them in respect of any act or things done by them in the course and within the scope of their duties under these Rules or in obeying an order or instructions of the Stewards.

### SECRETARY

57. The Secretary or his authorized substitute is the sole person responsible to the Stewards for the general arrangements of the Meeting and shall see that all courses are properly measured and marked.
58. The Secretary shall arrange for the publication under the sanction of the Stewards of a daily official card of races containing the conditions of each race as published in the Racing Calendar, the names or other descriptions of the horses engaged with a number attached to each and such further particulars as the Stewards may require.

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59. The Secretary shall see that at all Meetings, where a charge is made for the admission of the public to the paddock, all horses running at the Meeting shall be brought into the paddock. In the case of any horse not being brought into the paddock, the trainer shall be reported to the Stewards.
60. The Secretary shall have in his possession, a list of persons disqualified and of persons warned off, and of trainers and riders reported.

#### **STIPENDIARY STEWARDS**

61. The Stewards of the Club may from time to time appoint such number of fit persons as they deem necessary to be Stipendiary Stewards for the purpose of these Rules.
- (a) Every Stipendiary Steward shall be under the supervision and control of the Stewards and shall obey all orders and instructions given to them from time to time by the Stewards with reference to the carrying out of the duties of their office.
- (b) The Stipendiary Stewards shall make themselves conversant with and from time to time report to the Stewards/Stewards of the Club any improper conduct of any Owner/ licenced person under these Rules and shall also report any other matters which in their opinion, might influence the Stewards of the Club in granting or refusing or suspending or withdrawing licences/permission to own and race horses.
- (c) Every Stipendiary Steward shall at all times be admitted free to all Race Courses conducting racing under these Rules and to every part thereof and in the performance of his duties shall have the right of entry into any room in any building thereon and all race horse stables.
- (d) A Stipendiary Steward may request the Stewards to investigate any matter reported to them by him, and the Stewards shall there upon investigate such matter.
- (e) The Stipendiary Stewards shall have power to investigate and hold an enquiry into any matter arising in connection with the Rules of Racing and which in their opinion, requires investigation. They may conduct any search of any licensed

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person or of any other person on the Premises of the Club, including a search in stable/s and are also empowered to inspect any registered horse/s on the race course / premises where these Rules are in force. They shall investigate any other matter, which they are directed by the Stewards or the Stewards of the Club to investigate.

- (f) The Stipendiary Stewards are empowered to fine any licence holder under these Rules, except an Official, a sum fixed by the Stewards of the Club from time to time and / or suspend any licence holder for a period not exceeding four (4) meetings for any offence as the Stipendiary Stewards may consider not sufficiently serious for reference to the Stewards. All fines and suspensions are to be reported to and to be subject to appeal to the Stewards of the Meeting / of the Club, as the case may be. Provided However, Stipendiary Stewards at a Locally Sanctioned Meeting are not empowered to suspend a licensee.

#### **HANDICAPPER**

62. The Handicapper shall apportion the weights to be carried in all handicaps, and no alteration shall be made after publication, except that by express permission of the Stewards a weight may be allotted to a horse duly entered whose name or weight has been inadvertently omitted from the Handicap.

At any time before the Declaration stage of a race if the Handicapper finds or is informed that an error has occurred in the handicaps allotted by him, he may, with the prior approval of the Stewards of the Club correct such error of the weight, and if at any time, whether before or after the Declaration stage of a race, it comes to the knowledge of the Stewards that an error, for any reason whatsoever, has occurred in the classification and/or rating of a horse by the Handicapper, the Stewards may, in their absolute discretion, order that the concerned horse be withdrawn from the race and the Owner/s and trainer of the horse shall be bound to follow such order.

- (a) All complaints regarding handicapping must be made in writing and lodged with the Secretary of the Club for reference to the Stewards or Stewards of the Club

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### CLERK OF THE SCALES

63. The Clerk of the Scales shall exhibit the number (as allotted in the Official Card) of each horse Declared to Start.
64. If extra weight or any variation from the weight appearing on the card be declared at Scale for any horse such weight shall be exhibited with the number as also any alteration of colours.
65. The Clerk of the Scales shall in all cases except under the provision of Rule 177, weigh-in the riders of the horses placed by the Judge and report to the Stewards any Jockey not presenting himself to be weighed-in.

### JUDGE

66. (i) (a) The Judge or his authorized substitute and his Assistant must occupy the Judge's Box at the time the horses pass the winning post failing which the Stewards shall order the Stipendiary Stewards to place the horses using whatever means are available to determine the correct finishing order. Should the Stipendiary Stewards be unable to determine a finishing order then the Stewards may order the race to be run again the same day, if practicable, but if otherwise it shall be void. The Judge must announce his decision immediately or after consulting the photograph or image and shall base his decision exclusively on the position of the horses' noses at the time they pass the winning post. Such decision shall be final unless an Objection to the winner or any placed horses is made and sustained provided that this Rule shall not prevent a Judge from correcting any mistake, such correction being subject to confirmation by the Stewards provided also, that the Weighed-In signal has not already been given.
- (b) The Judge shall at the close of each day's racing sign a report of the result of each race.
- 66 (ii). Only prior to the declaration of Correct Weight / All Clear, if the Stewards are satisfied on the evidence of the available prints or images that the Judge has made a mistake in the determination of the finishing order of a race, the Stewards may correct such mistake and alter the places accordingly.

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### VETERINARY OFFICER

67. The Stewards of the Club shall appoint a Veterinary Officer and such of his Assistants as may be necessary.
- (a) The Veterinary Officer shall report to the Stewards the detection of any drug or medication prohibited under these Rules having been administered to horses under the charge of a licenced Trainer.
- (b) The Veterinary Officer shall be responsible for collection of swabs of saliva and samples of urine, blood, sweat, hair, tissue, hide or body fluids, as the case may be, or any excretion taken from any body part or in contact with any body part of a horse for the purposes of analysis as directed by the Stewards of the Meeting / Club.
- (c) A horse which has in the opinion of the Stewards suffered an attack of bleeding shall not, without permission of the Stewards, start in any race without being first certified fit to race by the Club's Veterinary Officer in accordance with the ruling on bleeders as framed and amended from time to time as notified in the Racing Calendar.
- (d) The Veterinary Officer may at any time enter any area where the Rules of Racing apply and inspect any registered horse/s as the Veterinary Officer or the Stewards or the Stipendiary Stewards may require.





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**PART IX**  
**HORSES**  
**CLASS OF HORSES; NAMING AND**  
**REGISTERING OF HORSES;**  
**DISQUALIFICATION OF HORSES**  
**CLASS OF HORSES**

68. (a) Horses shall be Classed according to the country in which they were foaled. If there is any doubt about the Class, the Stewards of the Club shall determine the same.
- (b) Age of English (comprising of horses from Northern Hemisphere), Indian and Pakistani horses shall be taken from the first of January, the Australasian Class (comprising of horses from Africa, South America and Australia) from the first of August in the year in which they were foaled.

**NAMING AND REGISTERING OF HORSES**

69. Except in the case of a Produce Race, for which the definition under Rule 1 will apply, no horse shall be entered for a race under the Rules unless it has been registered with a Recognized Turf Authority.
- (a) Horse's name shall be registered in accordance with Rules for naming of horses as published, from time to time, in the Racing Calendar or the Sheet Calendar.
- (b) A Registered name can be secured for a horse by application to the Secretary of the Club, accompanied by a fee as prescribed by the Club. Application for registration of Thoroughbred horses imported into India would be as per the Rules and requirements as prescribed by the Stud Book Authority of India from time to time and on submission of documents as required.
- (c) The application shall state all particulars required by the Stewards of the Club, including the name (if any) under which the horse has been registered or raced before in any country or if it has not been registered or raced before, the name proposed to be registered and its pedigree with distinguishing marks as will identify it. The Application must be accompanied with the prescribed fees.

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70. The name (if any) under which the horse has been raced or registered in any other country and in other cases the name proposed, if not already registered for another horse and if approved by the Stewards of the Club will be registered and become the registered name of that horse. If the Stewards of the Club do not approve of the proposed name, the horse shall not be registered until a name of which the Stewards approve is proposed. Should a horse has run at a recognized Meeting in any Country, the registered name shall be the same name as one already registered abroad with a suffix added to it, showing the country of its foaling. The suffixes between the brackets will be taken from the international code of suffixes and will constitute a part of the animal's registered name.

- (a) A registered name may be changed with the permission or by the direction of the Stewards of the Club and not otherwise. For every such change required to be made with the permission of the Stewards, an application with full particulars shall be submitted and the change, when permitted by the Stewards of the Club, shall be published or notified. A change of name made under direction of the Stewards of the Club shall also be published or notified. A fee of such amount as may be fixed by the Stewards of the Club from time to time shall be paid for every change of name not made in pursuance of the direction of the Stewards of the Club. A change of name of a horse will not be permitted more than once during its racing career, unless the change is to re-register the original name.
- (b) If a change is directed by the Stewards of the Club, the horse shall not be qualified to be entered or run until the proper application for a change of name of which they approve shall have been submitted.

Provided, however, that any such change to be required at the instance of the Stewards of the Club themselves will not be subject to the aforesaid provision contained in Rule 70 (a) about restricting the change in the name of a horse more than once during its racing career.

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71. If any person enters a horse or any race in any other than his registered name, he may be punished by fine in addition to any other penalty, which may be imposed under these Rules.
72. The Stewards shall decide, at their discretion, all disputes connected with or arising out the naming of horses. Should two or more horses have the same registered name, they may direct the Owner of the horse, which was in their opinion last named to change the name and until the name is changed the horse shall not be allowed to run in any race under the authority of the Club.

**(NOTE:** Whenever the name under which a horse has run at any recognized Meeting in any country is changed, his old name as well as the new name must be given in every entry until he has run under the new name and the change has been published in the Racing or the Sheet Calendar.)

#### **DISQUALIFICATION OF HORSES**

73. A horse is not qualified to be entered or run for any race to which these Rules apply:-
- (i) If the horse has run at any unsanctioned Meeting, and there is at such Meeting any race with a prize for the winner or any other horse, the published value of which exceed Rs. 49,999/-;
  - ii) If the horse runs in any race at any unsanctioned Meeting and gains whether as winner or otherwise, any prize the value of which exceeds Rs. 49,999/- although the published value of the prize may have been less than that sum;
  - (iii) If and so long as it is in the Ownership or part Ownership or in any way under the care or superintendence of a disqualified person;
  - (iv) If and so long as it is in the stable of or under the care and management of a disqualified person; and after the disqualification, referred to in sub-Rules (i) and (ii) of Rule 73 has been twice published in the Racing Calendar; Or after the expiration of fourteen days from the date of warning off notice, whichever is earlier;
  - (v) If and so long as it is in the Forfeit List. This does not prevent the entry in a produce race of the Produce of stallions or mares that are in the Forfeit List;

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- (vi) In any case in which it is by these Rules or by the conditions of the race declared to be disqualified;
  - (vii) If it has been declared disqualified by the Stewards and so long as the disqualification is in force.

74. No horse in which:-
- (i) Any person who is the husband or wife of or who resides with or is employed by a person whose name for the time being appears in the list of disqualifications; or
  - (ii) Any person who is the wife of or resides with or is employed by Bookmaker or Bookmaker's clerk has an interest shall be entered or started for any race and any such horse if it shall Start shall be disqualified for that race.
75. Any horse which has been the subject of fraudulent practice may at the discretion of the Stewards, be disqualified for such time and for such races as they shall determine.
76. No horse shall be disqualified for a race in respect of bonus payable under the conditions of the race to a disqualified person as breeder or nominator and in the event of such horse winning or being placed any such bonus shall be withheld and paid over to the Owner.
77. If a horse, which is not qualified according to the Rules, be entered or run for any race, it shall be disqualified by the Stewards and the person or persons responsible shall be reported to the Stewards of the Club.
78. Where a horse has been the subject of an examination under the Rules and such examination has shown or established the presence in its tissues, body fluids or excreta of any quantity or any substances, which is a prohibited substance, the horse shall be disqualified by the Stewards of the Club for the race in question and may at the discretion of the Stewards of the Club be disqualified for such time and for such races as they shall determine. The Stewards of the Meeting shall refer the matter to the Stewards of the Club where any horse is to be disqualified and the Stewards of the Club shall decide on such disqualification as aforesaid.



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## PART X

### ENTRY: DEATH OF OWNER OR NOMINATOR ENTRY

79. A horse is not qualified to run for a race unless he has been duly entered for the same. Every horse must be Classified and Registered before entry.

Except with the written permission of the Stewards of the Club, which may be given on their behalf by the Secretary of the Club, no horse shall be qualified to run unless trained by a licensed trainer.

80. All nominations or entries shall be subject to the approval of the Stewards of the Club who may decline to receive and at any time after having received, reject any such nominations or entries. If any nomination or entry shall be rejected, the fee paid in respect thereof shall be refunded.

81. The list of entries shall be closed at the time appointed and no entry shall be admitted on any ground after the time, except in the event of a horse being transferred from one Class to another or qualifies subsequently by a change in rating or for other reasons.

a) In such a case, a final entry will be accepted at first entry rates if the transfer and entry are made before the final entries close or where forfeits are payable, before the penultimate forfeit falls due, provided that the transfer / change in rating was made before the final entries closed;

(b) In all cases, the horses must not have been eligible for entry before the transfer took place. If no hour is fixed for closing, the list shall not be closed till mid-night.

**(N.B.:** In this Rule, Class does not refer to the nationality of the horse).

82. An entry may, before the time fixed for closing the list, be altered or withdrawn.

83. An entry shall be made in writing signed by the Owner of the horse or his Authorized Agent or nominator or by Fax or e-mail or on the web portal approved by the Club, when the transmission is received by the Club and is so recorded.

84. Entrance money must, (if so required) be paid at the time of entry.

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85. An Owner or his Authorized Agent entering any horse in a race for which he is not qualified to Start by the conditions of that race shall be liable to a fine not exceeding such amount as may fixed from time to time by the Stewards of the Club.

86. The entry shall state the name of the Owner, and if there be more than one Owner, of all the Owners or if the Owners desire it, the entry may be made with the permission of the Stewards of the Club in the name of one of the Owners registered in a partnership in accordance with the Rules, except in the case of a produce race for which the definition under Rule 1 will apply, the registered name of the horse and its colour, class, sex, name of the Trainer and the colours to be used shall also be stated.

87. No alteration or addition shall be made in any entry after the time fixed for closing except as herein provided. In the event of any error or omission being found in any entry, such error or omission may, if accidental or inadvertent, be corrected or supplied up to the time of weighing-out, on payment of a fine, as may be fixed by the Stewards from time to time, for each entry provided that the identity of the horse is satisfactorily proved.

88. If the above correction be not made of the horse struck out, within 7 days after the error has been Officially brought to the notice of the Owner or his Agent, or if any horse runs without the prescribed corrections having been made, the Stewards of the Club may impose fine or otherwise deal with, punish or fine any person responsible for such errors.

89. A subscriber to race may transfer the right of entry under his subscription to any other person, but subscriptions when no entry has been made under them, become void on the death of the subscriber.

90. (a) No entry will be received for any race, except up on a condition that all disputes, claims and objections arising out of such entry or race shall be decided in accordance with the provisions of these Rules and that such decision shall be final.

(b) Where the decision to postpone a race/s has been taken in persuance of Rule 30, 34, 41 (g) of the Rules of Racing, then the entries in respect of such postponed race/s shall

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revert to the position obtained at the Acceptance Stage or Declaration Stage as the Stewards may decide, or, the Stewards shall appoint a new time and date for the forfeit or final forfeit and Declaration for such race/s. The Owner / Trainer will have the option of withdrawing their horse/s from such postponed race/s.

91. The notification of the death of a horse shall be equivalent to a declaration of forfeit.

#### **DEATH OF OWNER OR NOMINATOR**

92. If a horse be entered or nominated for a race and the Owner or person who entered or nominated the horse shall die after such entry or nomination and before the race such entry or nomination shall not become void but the representative of the person so dying or the person becoming entitled to the horse upon such death or any purchaser of the horse from either of them shall within such time as the Stewards may allow, register with the Secretary of the Club the fact of such change of Ownership and a written request that the entry or nomination shall stand. Upon any such request being granted, the said representative or person so becoming entitled or the said purchaser shall become entitled to the same rights and be subject to the same liabilities as the person who made such entry or nominations would, but for his death, have been so entitled and subject.
93. If either party to a match shall die, the match stands cancelled.



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## **PART XI**

### **SALE WITH ENGAGEMENTS**

94. In the absence of any agreement to the contrary, a horse shall be taken to be sold with its engagements. Notice of any change in Ownership of a horse shall be given in writing to the Secretary of the Club within fourteen days after such change is effected and before the horse Starts in any race and when the change of Ownership occurs by way of sale of a horse which at the time of such sale is subject to a contingency, notice of such change shall forthwith be given by the seller to any person entitled to claim any benefit under such contingency. Provided that where any such change takes place during the currency of any Race Meeting or within the period of ninety-six hours immediately preceding the commencement of such Race Meeting, such notice may be given to the Secretary of the Club conducting such Meeting for transmission to the Secretary of the Club and when so given shall operate as notice to the Secretary of the Club, but shall be effective only for such Race Meeting.
95. No transfer of a horse/s with engagements shall be permitted if before it is lodged with the Secretary any of the Owners have already been disqualified or any of the Owners thereof have rendered themselves liable to a charge, which may entail their disqualification.
96. The Stewards may however notwithstanding the disqualification of the Owner or any of the Owners thereof have rendered himself liable to a charge which may entail his disqualification, for special reasons in their discretion allow such transfer having regard to the circumstances under which the application was made.
97. When a horse is sold with engagements or any part of them, the seller cannot strike the horse out of any such engagements and remains liable to the Stewards for any entry money or forfeits incurred prior to the sale. The purchaser shall be liable to the Stewards for all forfeits, which fall due in respect of any horse subsequent to the purchase. An engagement in a private sweepstakes or Match cannot be transferred.

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98. No sale of any horse registered under these Rules will be registered until the sale has been confirmed both by the buyer and the seller or their Authorised Agents who have their authority to buy or sell. No change in Ownership of any horse will be registered until such change is confirmed by all the persons interested in such change or their Authorised Agents and until all dues owed to the Club by the Purchasers and Sellers are paid. When a horse is sold by public auction at a recognised Race Meeting or at an auction sanctioned by the Stewards of the Club, the sale of such horse shall be registered by virtue of such auction sale provided that the auction sale has been advertised previous to the sale.



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## PART XII

### PART OWNERSHIPS, LEASES, CONTINGENCIES

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- (i) No part Ownership of less than a share such as specified from time to time by the Stewards of the Club shall be allowed.
  - (ii) All part-Owners shall be jointly and severally liable for every stake or forfeits. No part-Owner shall assign his share or any part thereof in a horse without the consent of his co-Owners.
  - (iii) At or before the time when any horse, which is a joint property or in which any other person has an interest, is entered for any race at a Meeting to be held under the Rules of the Club, there must have been made in writing and sent to the Secretary of the Club for registration and publication in the Racing Calendar or to the Secretary of the Meeting for transmission to the Secretary of the Club, a declaration setting out particulars of the Ownership, the name and address of every person having an interest in the horse, in the terms of any sale with contingencies or the terms of any lease or arrangements as the case may be.
  - (iv) Any subsequent transfer, dissolution, severance, termination or other change of interest and the terms of any subsequent sale with contingencies, lease or arrangement must be so declared within fourteen days after it has taken place.
  - (v) If any co-Ownership is formed or any interest accrues or is acquired or any sale with contingencies, lease or arrangement is made or entered into between the time of entry of any horse in any race and the time of Starting of the race, a declaration in writing must be made to the Secretary of the Meeting at the earliest possible moment, and not later than the time appointed for making Declaration to Start for such race. The declaration shall set out particulars of the co-Owners, the fact of change of interest and the terms of any sale with contingencies, lease or arrangement as the case may be.

The Secretary of the Meeting shall transmit any declaration made to the Secretary of the Club.

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- (vi) A declaration made under this Rule shall be signed by all the parties having any interest in the horse or their Authorised Agents and shall state the relative proportions of such interest.
  - (vii) A fee of an amount fixed by the Stewards of the Club from time to time shall be paid on each declaration under this Rule in respect of each horse in respect of which such declaration is made.
  - (viii) If any horse in respect of which a declaration is required under this Rule runs in a race without the same having been made within the prescribed time, the Stewards of the Club, upon the facts coming to their knowledge within 7 days of the race being run, exclusive of the Club's holidays and Race days, may at their discretion, disqualify the horse. If in the opinion of the Stewards, the omission to make the declaration was unintentional, they may fine the person responsible a sum fixed by the Stewards of the Club from time to time.



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**PART XIII**  
**JOCKEYS' AND RIDERS' LICENSE ETC.: JOCKEYS'**  
**RETAINERS; JOCKEYS' FEES; RETAINERS; RIDING**  
**BOYS' LICENCES; STABLE SERVANT;**  
**TRAINERS' LICENSE;**  
**BOOKMAKERS**

**JOCKEYS' AND RIDERS' LICENSES, ETC.**

- 100. (i) No person shall ride in any race under these Rules until he shall have obtained, from the Stewards of the Club, a license or previous permission to do so, subject to such restrictions and conditions as they may consider necessary. Foreign Jockeys / Jockeys who are not Indian Nationals may only ride in races by the terms of which they are eligible to ride as shall be determined by the Stewards of the Club from time to time as so notified. Such License or permission must be applied for with full name and address at the office of the Club. A License shall only remain in force upto 30<sup>th</sup> of April of each calendar year or earlier / later if so specified / notified by the Stewards of the Club and will only be granted on condition that a Jockey is not an Owner of any racehorse.
- (ii) Any person, who shall declare a Jockey in contravention of this Rule, shall be liable to be fined by Stewards of the Club.
- (iii) No License shall be granted to any person as a Jockey unless he shall: -
  - (a) Have been Apprenticed to a trainer licensed or approved by the Stewards of the Club in accordance with the Rules of Racing for the time being of the Club relating to Apprentices; or
  - (b) Have been practicing his calling as a Jockey and satisfied the Stewards of the Club that he is competent to ride in races; or
  - (c) Have been medically declared fit to ride by the Medical Officer or a panel of Medical Officers appointed by the Club for the purpose and/or;

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- (d) Have ridden in at least 15 races in any recognized Center in the preceding one year and/or;
  - (e) Is not more than 55 years of age. Provided however that a Jockey who has completed the age of 55 years may be granted a Jockey's License, at the sole discretion of the Stewards of the Club, on such terms and conditions and for such period as decided by the Stewards of the Club and which period shall be limited to the maximum age of 58 years, it being further provided that such Jockey is declared medically fit for race riding duties by the Club's Medical Officer. No dispute shall be entertained as regards any decision of the Stewards of the Club taken in pursuance of this Rule or on any report submitted by the Club's Medical Officer as regards the medical fitness or otherwise of a Jockey for race riding duties; and/ or.
  - (f) Have a minimum riding weight not exceeding 58 kg or in case of a Jockey with allowance to be able to draw his full allowance on a horse handicapped at 58 kg
  - (g) Have been practicing his calling as a Riding Boy and satisfied the Stewards of the Club that he is competent to ride in races;
  - (h) Have held a Jockey's Licence under the Rules of Racing of any Recognised Turf Authority on production of valid clearance accompanied with a satisfactory record under the Rules he last rode under and subject to fulfilling the norms contained in the abovementioned clauses. Provided that no license shall be granted to a person under the age of 18 years unless he be in regular employment of a trainer licensed and approved by the Stewards of the Club. Further, nothing in any of the norms specified in sub-clauses above shall in anyway or manner whatsoever derogate from the powers of the Stewards of the Club to grant, suspend, revoke and/or cancel the license of a Jockey at any time for breach or violation of the Rules of Racing.

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- (iv) Every Jockey shall pay the prescribed fee when granted a license and every Apprentice shall pay a fee when granted permission to ride in races. Every Riding Boy shall pay a fee when granted a license. This fee shall be paid annually and shall be of such amount/s as may be decided by the Stewards of the Club from time to time.
  - (v)
    - (a) No person bound as an Apprentice to a trainer licensed or approved by the Stewards of the Club for a period of less than 2 years shall ride without the consent in writing of his master.
    - (b) Any trainer licensed or approved by the Stewards of the Club taking an Apprentice shall forthwith lodge at the office of the Club a copy of the agreement entered into by or on behalf of such Apprentice and shall produce the original agreement to the Secretary of the said Club if required to do so.
    - (c) A list containing the names of all licensed Jockeys and Apprentices who have been granted permission to ride in races shall be kept at the office of the Club and shall be published at such times and in such manner as the Stewards of the Club may direct.
    - d) A Jockey whose license has been withdrawn is a disqualified person.
    - (e)
      - (i) A Jockey whose license has been suspended in accordance with the Rules or by any other Recognized Turf Authority shall not ride in any race during the period of suspension.
      - (ii) If a Jockey becomes a disqualified person, his license is thereby revoked.
    - (f) A Jockey's license may be restricted as to duration and locality or both and may be cancelled by the Stewards of the Club at any time. A person to whom a Conditional Jockey's license is issued by the Stewards of the Club shall not ride in races under the Rules of Racing of the Club without the prior written consent of the Stewards of the Club who shall be entitled at all times and from time to time, (without assigning any reason/s), to decline to grant a Conditional Jockey's license to any person or to permit him to ride in races

under the Rules of the Club. The Stewards of the Club shall be entitled at their sole discretion to stipulate the terms and conditions to each person, to whom a Conditional Jockey's license may be issued, to ride in races under the RWITC Ltd. Rules of Racing and the fulfillment of such terms and conditions shall be a condition precedent for a Conditional Jockey license holder to ride in races under the RWITC Ltd. Rules of Racing. However, if such Conditional license holder applies to obtain a clearance from the Stewards of the Club to ride under the Rules of Racing of another Club, then, the Stewards of the Club at their sole discretion may give such clearance to the Conditional Jockey license holder to ride in races of another Club, with or without specifying any conditions, and such clearance shall not at any time be construed as a consent by the Stewards of the Club of RWITC Ltd. to ride in races under RWITC Ltd. Rules of Racing.

- (g) Every Jockey, at the termination of his Apprenticeship, is free to form engagement for himself, irrespective of any which have been made for him during such Apprenticeship.
- (h) Indian Jockeys or any Apprentice who shall have been granted permission to ride in races under the provisions of this Rule 100(v)(a) shall be entitled from the date of receiving such permission while his Apprenticeship continues to claim in any handicap flat race run at any Meeting held under the Rules of Racing, an allowance on the following Scale: -

If he has not ridden 10 winners	...5 kg.
If he has ridden 10 winners but has not ridden 20 winners	...3.5 kg.
If he has ridden 20 winners but has not ridden 30 winners	...2.5 kg.
If he has ridden 30 winners but has not ridden 40 winners	...1.5 kg.

After riding 40 winners or attaining the age of 25 years, whichever is earlier, they are not entitled to claim any allowance.

PROVIDED HOWEVER AND NOTWITHSTANDING what is contained in this sub-Rule (v) (h) above, it is hereby provided that a Jockey or any Apprentice claiming an allowance shall be entitled to claim the same allowance throughout on any single Race Day which such Jockey or Apprentice was entitled to claim at the beginning of that Race Day. Any change of allowance which is to take effect in pursuance of this sub-Rule during the course of the Race Day shall take effect from the next ensuing Race Day.

- (i) Winners ridden by an Apprentice, at a recognized Meeting after he has been Apprenticed shall for the purpose of Rule (100) (v)(h) be included in the count.

In the event of a dead heat, each horse running a dead-heat is deemed to be a winner.

101. A Jockey may be suspended, fined or disqualified by the Stewards:-

- (i) If he shall misconduct himself in any way or;
- (ii) If he be found intoxicated, use profane, indecent language or use threatening, abusive or insulting words or;
- (iii) If he shall have any interest directly or indirectly in any wager or bet or facilitate a bet on any race or if he be present in the betting ring or;
- (iv) If he shall accept any pecuniary or other gift or other consideration in connection with any race in which he shall ride other than from the Owner or Owners of the horse he is riding.
- (v) If it be proved to the satisfaction of the Stewards that any licensed Jockey owns or has any interest in any race horse, such Jockey shall be disqualified and any person acting in the capacity of part Owner with such Jockey or of trainer of such horse shall also be disqualified,
- (vi) Any person betting with or for any Jockey or rider may be fined or disqualified or warned off the course.
- (vii) If he shall be in breach of any of the notifications of the Club published from time to time, including relating to Mobile Phones, pagers etc.
- (viii) If he fails or neglects to advise/ inform the Stewards of any injury, sickness, abnormality or condition that may affect or may have affected him in the performance of his riding duties.



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102. Any Apprentice leaving his employment without the consent of his master or without just cause and any trainer or Owner engaging or keeping such Apprentice in his service may be disqualified or fined by the Stewards.
103. Any gentleman intending to ride in races on even terms with the Jockeys shall obtain the previous permission of the Stewards of the Club. Any permission granted by the Stewards of the Club shall be effective for the racing season for or during which it is granted unless otherwise stated. A gentleman rider shall not be entitled to claim any Jockey's allowance.
104. A Jockey who has been disqualified from riding must apply to the Stewards of the Club for a renewal of his license if he intends to ride again.
105. Every Owner or a licensed Trainer of licensed Jockey or an Apprentice Jockey shall lodge with the Secretary of the Club for registration any Agreement relating to the Jockey's retainer. The Stewards of the Club will not recognize any retainer unless such agreement has been registered with the Club.
106. (a) If a Jockey is prevented from riding by disqualification or suspension any person who has retained him, may, subject to the terms of any agreement between them cancel the retainer.
- (b) Employers retaining the same Jockey have precedence according to the priority of their retainers.
107. The Stewards may adjudicate between persons claiming the services of any Jockey and on disputes between Jockeys and their employers, and have power to cancel any Agreement between them.
108. The terms of all Agreements shall be registered in the office and a fee as may be decided by the Stewards of the Club from time to time shall be paid therefore.

#### **JOCKEY FEES**

- 109 (i) The fees payable to Jockeys shall be as follows and no further charges, except for expenses when the Jockey is requested to leave home for the purpose of riding, shall be allowed:

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- (a) A riding fee per Mount as may be determined by the Stewards of the Club and published in the Racing Calendar from time to time.
- (b) Jockey's prize or commission in lieu of it to Jockeys for a winning mount or for riding a placed horse shall be as determined by the Stewards of the Club and published in the Racing Calendar / Prospectus from time to time.
- In the case of dead-heat for first place each Jockey shall be paid a winning mount fee.
- (ii) Mount fees for Apprentice shall be half the amount payable to Jockeys.
- (iii) All gratuities to Apprentice shall be paid to the Club, to be held in accordance with the conditions of the Indenture of Apprenticeship.
- (iv) In the event of any Apprentice receiving a gratuity or any master or trainer receiving a gratuity on behalf of an Apprentice, the same shall be paid within seven days to the Club, to be held as above.
- (v) For the purpose of this Rule, the value of the prize shall not include any trophy won under the conditions of the race nor any money or trophy won for any person other than the nominator.
110. The Jockey's riding fee, other than the prize money or commission paid for winning or being placed, shall be deposited with the Secretary or the Clerk of the Scales before the race and no Jockey shall be weighed out for a race unless the amount of his riding fee has been so deposited.

The balance of the fee or commission to which the Jockey will be entitled as for the winning mount, or for placed mounts, shall be deducted from the stakes and paid to such Jockey.

Any special arrangements must be in writing signed by the Jockey and lodged with the Secretary.

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### RETAINERS

111. No retainer shall be recognized unless, it be in writing signed by the parties and lodged at the Registered Office of the Club.

### RIDING BOYS' LICENSES

- 111 (A) The Stewards of the Club shall be entitled at all times to grant or reject a Riding Boy's License to any person. The Stewards of the Club shall be entitled at their sole discretion to fix the period and the terms and conditions (including payment of fees, if any) on which a Riding Boy's License may be granted to any person. Unregistered Riding Boys will not be permitted to exercise horses on the Mumbai / Pune Race Courses or at Race Courses of Locally Sanctioned Meetings racing under the Rules of RWITC Ltd.
112. No trainer or Owner shall without the previous consent in writing of the Stewards employ in any capacity in connection with the care, control or training of any horse: -
- (a) Any person whose last application for trainer's or Jockey's license has been refused or whose last license as a trainer or Jockey was cancelled or withdrawn or;
  - (b) Any person prohibited by the Stewards from being employed in or about any stable or;
  - (c) Any person who has at any time been disqualified in this or any other country.
  - (d) Any stable servant who has previously been in a training stable without referring to his last employer and receiving a satisfactory reply in writing.
  - (e) The Stewards may, in their absolute discretion.
    - (i) refuse to register such employee;
    - (ii) register such employees either unconditionally or upon such conditions as the Stewards deem fit to impose and/or;
    - (iii) revoke or cancel any registration at any time.

- (f) The Stewards may fine or otherwise punish any trainer infringing this Rule and continuing to employ such servant after notice has been served on him by the previous employer or thorough the Club.
- (g) If any person shall be proved to the satisfaction of the Stewards to have tampered with any stable servant in a racing stable, he shall be liable to a fine or may be disqualified for any period they may think fit and such stable servant may be punished at their discretion.

### TRAINER'S LICENSES

113. No person shall train a horse registered under these Rules for fee or reward without having first obtained, from the Stewards of the Club, a license which may be subject to such restrictions and conditions as they may consider necessary.

A license shall only remain in force upto 30<sup>th</sup> of April of each calendar year or earlier / later if so specified by the Stewards of the Club.

The fee for such license shall be fixed by the Stewards of the Club from time to time. The Stewards of the Club may refuse to grant such License and may at any time cancel or revoke such license without giving any reasons thereof.

114. (a) Any person training a horse in contravention of this Rule / without a license may be warned off the course and shall then be subject to all the disabilities specified under the Rules.
- (b) In addition to or in lieu of any other penalties or punishments as may be laid down under these Rules of Racing, a Trainer may be fined, suspended or disqualified by the Stewards: -
- (i) If his conduct or negligence or neglect in the performance of his duties as licensed professional has led or could have led to a breach of the Rules of Racing.
  - (ii) If he shall misconduct himself in any way on the race course or any Premises of the Club or elsewhere.
  - (iii) If he be found intoxicated, use profane, indecent language or use threatening abusive or insulting words.

- (c) (i) Should a Trainer be suspended from possessing a license granted to him to train race horses, he shall not train race horses under these Rules or under the Rules of any other recognized Turf Authority during the period of his suspension.
- (ii) If and when a Trainer be suspended from training race horses and if he were to own horses either solely or in partnership to race, entries of such horses shall not be accepted and in respect of entries already accepted, such horses shall not be permitted to Start under these Rules or under the Rules of any other recognized Turf Authority during the period of this suspension.
- (iii) A Trainer, whose license has been withdrawn, is a disqualified person.

**BOOKMAKERS**

115. No person shall be permitted to carry on or assist in carrying on the business of a Bookmaker or act as Clerk or Assistant to any person carrying on such business at any Race Meeting held under these Rules, unless he has first obtained license from the Stewards of the Club.
- (a) The fee for a Bookmaker's License and for an Assistant's License, payable annually, shall be a sum fixed by the Stewards of the Club from time to time.
  - (b) No licensed Bookmaker shall, without the permission of the Stewards of the Club, act as betting Agent of any person other than a person licensed as a Bookmaker by the Stewards of the Club or permit any such person to have any pecuniary interest whatsoever in his business of a Bookmaker either as a partner, guarantor or otherwise.
  - (c) Should any Bookmaker or his licensed Assistant be guilty of contravening any provision governing the operation of his book, as laid down by the Stewards of the Club from time to time, he is liable to have his license withdrawn.  
Any Bookmaker or Assistant, whose license is withdrawn, is a disqualified person.
- 115 (A) Bookmakers shall also be subject to other terms and conditions and Rules and regulations as notified by the Committee/Stewards of the Club from time to time.



**PART XIV  
RACING COLOURS**

116. Racing Colours shall be registered annually at the office on payment of annual fee as may be prescribed by the Stewards of the Club from time to time. The registration shall remain in force until the 30<sup>th</sup> April next following such registration. Colours so registered shall not be allotted to any other person.

Racing colours may also be registered for a period of 5 (five) years on payment of a fee as may be prescribed by the Stewards of the Club from time to time. The registration shall remain in force until 30<sup>th</sup> April and the period ending on the 30<sup>th</sup> April following the date of registration shall be counted as one year.

All disputes as to the right to particular colours shall be settled by the Stewards of the Club.

- 116 (A) The Stewards of the Club may also permit registration of Joint Racing Colours between two or more persons on the terms and conditions fixed by the Stewards of the Club from time to time and the same shall be notified in the Racing Calendar.
- 117. Colours registered must be declared at such time before the races as the Stewards may direct. Should two or more persons declare the same or similar colours, the Stewards may direct either of them to adopt other colours.
- 118. Any person running a horse in colours other than those as registered in his name without a special declaration at the time provided for in the preceding Rule or in colours other than those declared or in colours which he has been directed to change shall be fined a sum fixed and notified by the Stewards of the Club from time to time.

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119. Colours not registered must be declared at such time before the race as the Stewards may direct, but such or other approved colours must be registered by the Owner within 28 days of notice in writing being given to him to do so by the Stewards. Should two or more persons declare the same or similar colours, the Stewards may decide who shall retain the same colour and may direct the other person to adopt other colours.

**(NOTE :** The registration shall lapse, if the fee of the renewal shall be unpaid for two months after the said due date and the Stewards may thereafter remove the name of the registered proprietor from the register.)

- 119 (A) Any Trainer who fails to produce the registered colours which are to be worn by a Jockey in a race before the Jockey is weighed-out will be fined a sum as published in the Racing Calendar.



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## PART XV

### ENTRANCE MONEY, STAKES AND FORFEITS

120. A person entering a horse for a race thereby becomes liable for the entrance money and stakes or forfeit.
121. A subscriber to a sweepstakes is liable for the stake or forfeit but if he transfers the right of entry to any other person, he is liable only in case of default by the transferee.
122. A person taking an entry under another person's subscription, where forfeit must be declared at a particular time, shall, if he does not declare forfeit by that time, be considered to have taken the engagement upon himself and it shall be transferred to his name.
123. Entrance money, stakes, forfeits and other payments must be paid in cash (if so required) to the Club.
124. Entrance money shall go to the Race Fund unless otherwise specified in the conditions of the race and subject to the application of surplus under the Rules.
125. The nominator is liable, as well as every partner in the horse at the time of nomination for the entrance money and stake or forfeit, except when the entry has been transferred under the Rules.
126. A Jockey shall not be weighed out for any horse for a race unless they have paid the under mentioned amounts within the period fixed by the Stewards of the Club from time to time and notified in the Racing Calendar / Prospectus; (i) any stake, forfeit, entrance money or any fee payable by the Owner or nominator in respect of that race and (ii) all arrears due from any person for such horse, or due for the same or any other horse from any person by whom such horse is wholly or partly owned, or in whose name or under whose subscription he is entered and (iii) the Jockey's fee.



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## PART XVI

### UNPAID FORFEIT LIST

127. An Unpaid Forfeit List shall be kept at the office and shall be periodically published in the Racing Calendar or web portal of the Club. It shall include all arrears which have been notified by the Secretary or Stewards or as otherwise provided under these Rules and shall state the name of person/s from whom and the horse in respect of which the same are due.

The term "arrears" in this Rule means and includes all dues and unpaid entrance money, forfeits, stakes, subscriptions, fines, fees, monies due and payable on account of young stock taken on lease or purchased from the Club by any person or any monies due and payable to the Club on any other account.

Arrears, which have been so published, must be paid to the Club and until so paid, the names of such person/s or horse/s shall not be removed from this List.

128. So long as the name of any person is in the Forfeit List, no horse can be entered by him or under his subscription for any race, whether acting as Agent or otherwise and no horse which has been entered by him or under his subscription, or of which he is or was at the time of entry, wholly or partly the Owner, can run for any race. So long as any horse is in the Forfeit List, such horse shall not be qualified to be entered or run for any race.

(i) So long as the name of a person is in the Unpaid Forfeit List or in the official Forfeit List/published by a recognized Turf Authority of any country, he is a disqualified person.

(ii) The disabilities under this Rule extend to all arrears officially notified by a recognized Turf Authority of any country.

129. When a person is prevented by these Rules from entering or Starting a horse for any race without paying arrears for which he would not otherwise be liable, he may, by paying the same, enter or Start the horse and place the arrears in the Forfeit List as due to himself, and in like manner the seller of a horse with engagements may, if compelled to pay them by the purchaser's default, place the amount on the Forfeit List, as due from the purchaser to himself.



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## PART XVII

### WEIGHTS, PENALTIES AND ALLOWANCES; CONDITION OF QUALIFICATIONS; DECLARATION TO START;

#### WEIGHTS, PENALTIES AND ALLOWANCES

130. No horse shall carry less than 44 kg, in a flat race.

131. The Scale of weights and allowances shall be fixed by the Stewards of the Club from time to time and shall be notified in the Racing Calendar or web portal of the Club.

132. No horse shall receive allowance of weight or be relieved from extra weight for having been beaten in one or more races. Provided that this Rule shall not prohibit maiden allowances or allowances to horses that have not won within a specified time or races of a specified value.

133. No horse shall carry extra weight for having run second, or in any lower place in a race, and extra weight shall not be incurred in respect of matches or private sweepstakes.

(i) In calculating penalties and allowances, races at recognized Meetings only shall be taken into account, prizes for running second or in any lower place in a race shall not be included and the amount of the value of each race as reported in the appropriate Racing Calendar shall be taken to be correct.

(ii) The following provisions of this Rule shall also apply to the calculation of penalties and allowances, unless the conditions of a race expressly provide otherwise.

(a) Races in any country, but of the same description only (that is to say, flat race) as that in, which the penalty is imposed, or allowance given, shall be taken into account.

(b) No penalty shall be incurred in respect of any race or sum of money won in any race, in any county prior to the current and the two preceding Racing Seasons as defined in Rule 1.

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134. Penalties are not cumulative unless so declared by the conditions of the race. Allowances are cumulative unless otherwise specified.
135. There shall be no allowances or penalties in a handicap, except penalties for winning a race after the publication of the weights, but this Rule shall not prevent a penalty on professional/ Jockeys if it is expressly imposed by the terms of the race nor shall it prevent allowances being claimed in accordance with the regulations for the time being in force, notice of which shall have been published in the Racing Calendar.
136. In handicaps, the lowest top weight to be allotted shall be as follows:
- (a) In a flat race for horses – as fixed by the Stewards of the Club from time to time.
- In a high weight flat race for horses - 62.5 kg.  
In a welter flat race for horses - 73 kg.
- (b) If a Handicapper appends a note to the effect that in the event of more than one of the Top-weights not accepting, weights will be raised X kilograms, the above Rule is applicable to all horses included in the note.
- If the Stewards are satisfied that the top weight horse is unfit to run and that such unfitness had arisen subsequent to acceptance, weights shall remain as in the original handicap.
- (c) If the highest weight “accepting” was originally less than the lowest top weight, it shall be raised to that weight. The highest weight “accepting” may be raised above the lowest top weight, if notice of the intended increase is given when the handicap is first published, provided that it shall not be raised above the original top weight in the handicap.
- When the highest weight accepting is raised under this Rule, the other weights shall be raised equally.
- The term “accepting” shall apply to all horses left in after the time fixed for final forfeit or striking out. The declaration of forfeit or striking out shall be in writing signed by the Owner or trainer or some person authorized in writing by such Owner or trainer.

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137. When any race is in dispute, both the horses that came in first as also any horse claiming the race shall be liable to all the penalties attaching to the winner of that race till the matter be decided.
138. (a) In estimating the amount a horse has won in any race under these Rules, account shall be taken of any cup or money, whether derived from stakes or any other source, gained by him for his Owner or for any other person, deducting only his own stake and entrance.
- (b) In the case of a dead-heat for first place, account shall be taken only of the amount, which the horse has gained for his Owner or any other person, after the prizes have been divided in accordance with the Rule 173.
- (c) If in the conditions of a race, a fixed penalty has to be carried for winning a race specified by name, horses running a dead-heat shall carry the penalty fixed as if the race had been won outright.
- (d) “Entrance” in this Rule means the amount payable for a first entry only, but it includes any extra sum paid for a horse not struck out before a specified time, if such sum is by the conditions treated as entrance money.

#### **CONDITION OF QUALIFICATIONS**

139. Unless otherwise provided and subject to the definition of a maiden, conditions requiring that a horse must be qualified in some particular way shall mean that he is so qualified both at the time of entry and at the time of the race.

#### **DECLARATION TO START**

140. (a) The Stewards may, at their discretion, declare any race (except a sweepstakes) void at final forfeits (stage), should the number of acceptors be less than that notified. All horse accepting i.e. left in after the time fixed for final forfeits of the race must be Declared to Start, unless prior permission for their withdrawal has been obtained from the Stewards.
- (b) A declaration by the Owner, trainer or their Authorized Agent containing rider’s name and such other particulars as the Stewards may direct must be made in writing at or before the appointed time.

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- (c) In case the person responsible fails to make the declaration at or before the appointed time, he shall be called upon to furnish the particulars required immediately and the Stewards may take such action against the persons as they may deem fit for failing to make the declaration before the appointed time.
141. (a) The person responsible for the declaration may be fined a sum fixed by the Stewards of the Club from time to time for any error or omission in furnishing the particular called for. Further, if the name of the rider has to be, but is not declared, the fine may extend to an amount fixed by the Stewards of the Club from time to time.
- (b) A rider once declared cannot be changed without the consent of the Stewards.
- 142 (a) If a horse Declared to Start, and not exempted by the Stewards from Starting, does not Start, the Owner or person in charge of such horse may be fined such sum as may be decided by the Stewards from time to time and shall be liable to such further punishment as the Stewards think fit to impose.
- 142 (b) Starting Stall / Barrier Draws will be conducted under the conditions as published in the Racing Calendar.

**END**

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## PART XVIII

### WEIGHING ROOM AND WEIGHING-OUT

143. No person shall be admitted to the Weighing Room, without special leave from the Stewards or as per the norms published in the Racing Calendar or web portal, except the Owner, trainer, and rider or other person having the care of a horse engaged in the race and any person refusing to leave on being requested to do so shall be reported to the Stewards.
144. (a) Every rider must be weighed for a specified horse by Clerk of the Scales at the appointed place, not less than half an hour before the time fixed for the race. Should a rider not report for Weighing-out at the appointed place within the stipulated time, the Stewards at their discretion may order the declared rider to be substituted by another rider who in their absolute judgement is of near equal calibre. In exceptional cases, or where the delay of a previous race has rendered punctuality impracticable, the Stewards may suitably extend the time allowed for weighing-out.
- (b) No rider shall ride in any race unless he is wearing a helmet and Safety Vest both of a pattern approved by the Stewards or any recognized Turf Authority.
- (i) To compensate for their being required to wear Safety Vests the weight of all riders will be calculated at 1.0 kg less than the weight, which is registered in the Scale.
- (ii) No rider shall weigh out for any race unless he is wearing a Safety Vest of a pattern approved by the Stewards.
- (iii) The sole responsibility for wearing and the serviceable condition of the helmet and the Safety Vest is that of the rider and of no other body or person, save as provided by sub paragraph (iv) hereof.
- (iv) In the case of an Apprentice or Gentleman rider or where a stable employee rides for the Trainer who employs him, the responsibility for the wearing and serviceable condition of the helmet and Safety Vest is that of the Trainer.

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- (v) The use of a non-approved or unserviceable helmet or Safety Vest shall be regarded as breach of the Rules of Racing by the rider or as provided in sub-paragraph (iv) above, the trainer, either or whom shall be liable to a fine.
- (c) Every horse must be ridden in front of the stands and down to the post by the rider declared for it.
- Should the Stewards be satisfied that after reasonable endeavor, a Jockey is unable to comply with this regulation; they may exempt him from doing so.
- (d) If a Jockey, after he has weighed for a specified horse and before he has been under Starter's orders, is incapacitated by accident or illness from riding in races, another Jockey may be substituted, provided there is no unreasonable delay.
145. When the numbers have been exhibited, no alteration or addition can be made without leave of the Stewards. Should any horse not Start, whose number has been exhibited, the Owner and any other person responsible may be fined or otherwise dealt with at the discretion of the Stewards.
146. If a rider intends to carry overweight, he must declare the amount thereof at the time of weighing-out, or, if in doubt as to his proper weight, he may declare the weight he intends to carry. Provided, however, that he shall not carry more than 3.5 kg overweight, except with the prior written permission of the Stewards.
147. If extra or special weight or any variation from the weight appearing in the program be declared for any horse, such weight shall be exhibited with the name or number of the horse at some place outside the Weighing Room.
148. All equipment / tack worn by the horse in the Paddock shall continue to be worn on the way to the start and during the race, unless prior permission has been obtained for its removal. No cap, helmet, whip, muzzle, bridle, plates, blinkers/ hood, martingale, breastplate, Neck Strap, Number Cloth or anything worn on a horse's legs shall be allowed in the Scales, either in weighing-out or weighing-in.

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149. The Clerk of the Scales shall keep a record of weights carried in every race and of the names of the riders, specifying the extra or special weights, if any, carried before weighing-out.
150. Trainers are responsible for their horses carrying proper weight and penalties in accordance with the conditions of the race and in all cases where penalties have to be carried for winning or allowances claimed, the Owner, nominator, trainer, Jockey or rider must notify the same to the Clerk of the Scales previous to the Jockey or rider being weighed out.
- (a) It shall not be necessary to declare or notify fractions of a kilogram less than 500 gram.





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**PART XIX**  
**STARTER AND STARTING**

151. (a) The Starter shall obtain a list of the runners for each race from the Clerk of the Scales. The horses must be started by the Official Starter or Assistant Starter or any other substitute authorized by the Stewards. All races shall be started from Starting Stalls provided that a race may be started with a flag, in the case of an emergency, by permission of the Stewards.
- (b) In a Start with a flag, the Starter shall give all orders necessary for securing a fair Start. The horses must be started as far as possible in a line but they may be started at such reasonable distance behind the Starting Post as the Starter thinks necessary.
- (c) (i) Every horse shall be in the mounting enclosures at the prescribed time and at the post ready to Start at the time appointed.
- (ii) Every rider shall, unless excused by the Stewards, both walk and canter his horse past the Judge's box once at least before going to the post to Start.
- (iii) Horses may be led to the Starting Post or may be mounted at the Starting Post, provided the sanction of the Stewards has first been obtained.
- (iv) All riders who arrive at the Starting Post must immediately place themselves under the control of the Starter.
- The Starter shall call over the names of the runners and assign the horses to the places drawn by lots, all horses taking their places at the Start in the order drawn for them. The rider who has drawn No.1 must always be placed on the right and the other riders must take their places in consecutive numbers from the right.
- (v) The Starter shall denote by a Signal that the horses are under Starter's Orders, when he has finally dispatched the field in a race.

- (vi) No horse without a Starting Stall Certificate will be permitted to start in a race.
- (vii) If a horse refuses to enter or is unruly in the stalls the Stewards of the Club may withdraw the Starting Stall Certificate of the horse. The horse will have to be passed, as the Stewards of the Club determine, in a starting stall test by the Starter or his Assistant before being next started in a race.
- (viii) When a horse is brought to the practice starting gate either to obtain an initial Starting Stall Certificate or for regaining a forfeited certificate, the Trainer of such a horse must be present at such time and place, unless he is unable to be present due to illness or other urgent reason, in which case such a Trainer must send to the practice gate his duly authorized representative.

152. A horse is considered to have come under the Starter's orders when the field is finally dispatched by the Starter.
153. The Starter is empowered to fine Jockeys a sum fixed by the Stewards of the Club from time to time for such offences or misbehavior at the Gate as the Starter does not consider sufficiently serious for reference to the Stewards of the Club. He shall report to the Stewards any Jockey who refuses to obey his commands in any respect whatever.

No horse shall go back to the paddock except in the case of an accident or under the provisions of the Rules.

154. Should the Starter consider that through any cause, a horse is unable to Start, he shall at once notify the Secretary or the Stewards of the Club that such horse must be withdrawn or whether such horse has come under his orders or not. Should the Starter consider that it is impossible to get a horse into a Starting Stall in reasonable time or should he consider that a horse was prevented from Starting in a race because of mechanical failure of the Starting Gate, the Starter shall be entitled to order the horse to be withdrawn from the race and such horse may then be declared a non-Starter by the Stewards.

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155. No horse shall on account of its unruly behaviour be permitted to Start from any other Stalls except the one drawn. Should the Starter consider that it is impossible to get such horse into the Starting Stall in a reasonable time, such horse will be withdrawn and the Starter shall at once notify the Secretary of the Meeting or the Stewards accordingly.
156. (a) A horse which refuses to enter the Stalls or after entering displays unruly behavior which could cause danger to itself or the Stall is liable to be withdrawn by the Starter.
- (b) In the event of a horse damaging the Starting Stall at which he is drawn, he shall be placed on the outside, if there is an additional Stall available. In the event there is no Stall available, then the horse shall be withdrawn.
- (c) In the event that a horse damages the Starting Stall of another horse so that Stall is inoperative then the horse damaging such Stall be placed on the outside if there is an additional Stall available. In the event of all Stalls being utilized for that race then the horse that damages the Stall shall be withdrawn.
157. The decision of the Stewards shall be final and conclusive upon any question that may arise as to whether the horses have been started for any race.
158. (a) Should the Starter consider that a fair Start has not been effected, he shall declare it a False Start and order the riders by means of a recall flag to return to the Post and no horse would be deemed to have come under the Starter's orders. The Starter's decision on the point shall be final.
- (b) A False start must be signaled by raising a Red Flag and such a Flag must be kept raised till such time that the horses are back under the Starter's control for a re-run of the race. In case, it is not practical to re-run the race due to any circumstances whatsoever the Stewards may declare the race Void.
- (c) A Start in front of the Starting Post or on a wrong course or before the appointed time is Void and the horses must be started again as soon as practicable.

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- (d) In the event of any horse running the course from a Void Start or a False Start, the Owner may, with the consent of the Stewards, withdraw his horse from the race and such a horse shall not be considered as having come under the Starter's orders.
- (e) The Starter shall report to the Stewards, the time at which each race was started and by whom or by what cause any delay was occasioned. He shall also report to the Stewards, for transmission to the Club, all cases in which the Starting Gate is dispensed with and the reason thereof.



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## PART XX

### RUNNING; WALKING OVER; MOCK RACE

#### RUNNING

159. (a) Every horse shall be run on its merits whether his Owner runs another horse in the race or not.
- (b) The rider of every horse shall take all reasonable and permissible measures throughout the race to ensure that his horse is given full opportunity to win or to obtain the best possible place in the field.
- (c) Any person who in the opinion of the Stewards has breached or was a party to a breach of any of the Rules or part thereof may be punished, which includes fine, suspension or disqualification of any person, rider or Jockey and the horse concerned may also be disqualified.
160. (i) In a flat race, a horse which crosses another in any part of the race so as to interfere with that or any other horse's chance is liable to disqualification.
- (ii) (a) In a flat race, if a horse or its rider jostle or in any way interfere with another horse or the rider of another horse, the aggressor is liable to be disqualified, unless it be proved that the jostle or interference was wholly caused by the fault of some other rider or horse or that the jostled horse or its rider was partly at fault.
- (b) If any horse be disqualified for crossing or interference, every other horse belonging to the same Owner or in which he has an interest running in the race, may also be disqualified at the Stewards discretion.
- (iii) If any horse which, or the rider of which, is guilty of interference within the meaning of these Rules is a Placed horse, and if the interference in their opinion has to a material extent affected the chances of another Placed horse, the Stewards may place the first mentioned horse immediately after the horse/s interfered with. For the purpose of these Rules "Placed horse" means a horse placed in a position that qualifies it for prize money.

161. Any rider shall be punished either by fine, suspension from riding or by disqualification for such period as the Stewards may think fit, if in the opinion of the Stewards:
- (i) The rider of any horse rides in a dangerous, careless, reckless, improper, negligent or foul manner, or
- (ii) The rider of any horse who rides in an incompetent, unsatisfactory, erratic, indifferent or an injudicious manner, or
- (iii) The rider of any horse fails to exercise proper control over his mount thereby crossing, crowding, jostling, or interfering with another horse/horses in any stage of the race; or
- (iv) The rider of any horses who fails to persevere with his mount.
162. If a race has been run by all the horses at wrong weights or over a wrong course or distance or before the appointed time on the official clock or if the Judge or his authorized substitute is not in the box at the time the horses pass the winning post, the Stewards shall order the race to be run again the same day, if practicable, but if otherwise, it shall be void.
- When such an order is made, any horse may be withdrawn from the race and Rule 142 shall not apply
163. If a horse runs on the wrong course or track, he shall be disqualified for that race.
164. In a race a horse may, on an Objection, be disqualified if his rider by foul riding jeopardized the chances of any other horse in the race.
165. If a race be never run or be void, the stakes, forfeits and entrance money shall be returned.
166. (a) The Stewards may punish a rider if in their opinion he has used his whip or spurs in excess or in an improper manner.
- (b) Any person found guilty of carelessness or neglect in the saddling and/or presenting of a horse for a race, mock race or track work may be punished by the Stewards.
167. (a) The Trainer or other person in charge of a horse shall report to the Stewards in writing as soon as practicable and in any event not later than one hour before the advertised Starting time of a race, any condition which may affect the running of their horse in a race.

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- (b) The Owner and/or trainer and/or rider shall report to Stewards as soon as practicable anything, which has affected the running of their horse(s) in a race.
  - (c) Should anything which might have any bearing on the past or the future running of the horse come to the notice of the trainer, it must be reported as soon as practicable to the Stewards.
  - (d) Any loss or breakage of gear during a race or any unusual happening in connection therewith, shall be reported by the Owner and/or trainer and/or rider to the Stewards immediately after the race.
168. (a) Fixed martingales must not be used in any race.
- (b) Any bit and/or attachments or additional gear not generally used including tongue-tie, bandages and boots, blinkers, visor, pacifiers, ear muffs etc; shall not be worn by a horse in any race without the approval and permission of the Stewards. Any such gear approved and used on a horse in a race shall continue to be used on that horse without variation until permission to remove or vary the same has been obtained from the Stewards.
169. Blinkers may be used in races in accordance with such directions as may from time to time be issued by the Stewards.
- 169 (A) Permitted equipment and the conditions of its use on a horse will be notified in the Racing Calendar or web portal from time to time. A Trainer or any other person may be punished should they fail to comply with the published conditions.

#### **WALKING OVER**

170. In a race, other than match, if only one horse shall have been Declared to Start, it shall be sufficient if that horse is weighed out, mounted and ridden past the Judge's Box when he shall be deemed the winner and it shall not be necessary for the horse to complete the entire course.

#### **MOCK RACE**

- 170 (A) Mock race will be conducted as and when decided by the Club and under the conditions notified from time to time in the Racing Calendar or web portal.



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## **PART XXI**

### **DEAD-HEAT**

171. When horses run a dead-heat, the dead-heat shall not be run off.
172. Each horse that divides a prize for first place shall be deemed a winner, (for penalties see previous Rules).
173. When two horses run a dead-heat for first place, all prizes to which the first and second horses would have been entitled shall be divided equally between them and this principle shall be observed in dividing the prizes whatever the number of dead-heaters and whatever the places for which the dead-heat is run.
174. When a dead-heat is run for second place and an Objection is made to the winner of the race and sustained, the horses, which ran the dead-heat shall be deemed to have run a dead-heat for first place.
175. If the dividing Owners cannot agree as to which of them is to have a Cup or other prizes, which cannot be divided, the question shall be determined by lot by the Stewards, who shall decide what sum of money shall be paid by the Owner who takes such Cup or other indivisible prize, to the other Owner or Owners.
176. On a dead-heat for a match, the match is off.



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## PART XXII

### WEIGHING-IN

177. (a) Every rider must immediately after pulling up, ride his horse to the place of Weighing and dismount.
- (b) The riders of first five horses and any other rider or riders, the Stewards or the Clerk of the Scales may require shall present themselves to be Weighed-in.
- (c) Provided that if a rider be prevented from riding to the place of weighing by reason of accident or illness by which he or his horse is disabled, he may walk or be carried to the Scales.
- (d) If a rider be too ill to weigh-in, the horse that he rode shall not be disqualified provided that the rider was duly Weighed out.
- (e) If a horse be led away from the Scales before the rider is declared Weighed-in, no article shall be taken off such horse for the purpose of being weighed with the rider, although the rider shall not be the proper weight without it.
178. (a) If a rider does not present himself to weigh-in or be in the opinion of the Stewards guilty of any fraudulent practice with respect of weight or weighing, the rider may be punished and the horse he rode shall be liable to be disqualified for that race at the Stewards discretion.
- (b) If a Jockey or rider does not weigh-in or if he touches (except accidentally) any person or thing other than his own equipment after Starting, and before weighing-in, he may be fined or suspended from riding at the discretion of the Stewards, and the horse he rode may be disqualified for that race unless he can satisfy the Stewards that he was justified by extraordinary circumstances. Provided that any portion of his equipments that he may have dropped after passing the Winning Post may be handed to him by the Clerk of the Course or an Official of the Club.

179. When the riders have weighed-in to the satisfaction of the Clerk of the Scales, the Stewards shall authorize a "weighed-in" signal to be hoisted in the unsaddling Enclosure provided that they shall not authorize this until any Objection, which may have been lodged under these Rules, has been decided. No Objection, on any grounds other than those mentioned in Rule 192(iv), shall be entertained prior to the hoisting of the signal.

180. If on being weighed-in, a rider exceeds the proper weight by more than 1 kg in a flat race, the rider or any other person at fault may be punished unless the Stewards be satisfied that such excess of weight was caused by wet or sweat.

If the rider, cannot draw the weight at which he has weighed out, the Clerk of the Scales shall allow 0.5 kg, if he cannot then draw the weight, the horse that he rode shall be disqualified.

- (a) Except where an Automatic Weighing machine is employed, the Clerk of the Scales shall always put 1 kg extra in a flat race into the Scales to prove that the horse has not carried too much weight and he shall in all cases weigh-in the riders of the horse placed by the Judge and report to the Stewards any rider not presenting himself to be weighed in.
- (b) In weighing-in, a rider shall include in his weight everything that the horse has carried in the race except as provided in these Rules.



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## PART XXIII

### PRIZES

181. The value of prizes, not in money, must be advertised.
182. For the purpose of calculating the value of races 'won' outside India, the prevalent rates of exchange for the various currencies at the time of acceptances shall be valid.
183. Prizes, stakes and forfeits in a race belong to the Winner, except where otherwise declared in the conditions.
184. No race shall be run for and no horse shall walk-over for any race unless the value to the winner will amount at least Rs. 50,000/-
185. In all races, should there be any surplus from entrance or subscription over the advertised value, it shall be paid to the winner, unless provided by the conditions to go to other horses in the race.
186. A race may be declared void, if the number of entries required by advertisement is not obtained or (when there is no such required number) if there are less than three entries in separate interests. The Stewards of the Club shall have power at all time and from time to time to recommend to the Committee of the Club to reduce or vary the stake money of any race/s or even cancel a race/s, even after publication/advertisement of the stake money of such race/s, if in the opinion of the Stewards of the Club, it becomes necessary/expedient to do so on any ground including non-payment and/or part payment by a sponsor of the sponsorship amount dues agreed to be contributed for a sponsored race. The Committee of the Club shall consider such recommendation of the Stewards of the Club and after having considered the same, shall be entitled to give their decision in the matter in their absolute discretion as deemed fit, which may include the reduction of stake money or cancellation of any race/s. No person shall be entitled to raise any dispute on the decision taken by the Committee of the Club on such recommendation of the Stewards of the Club and all persons shall be bound by such decision of the Committee of the Club.

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When a Cup or Plate or any stakes is advertised to be run for, it shall be given in the event of a walk-over.

Provided that when a walk-over is the result of an arrangement by the Owners of horses engaged neither a cup nor any portions of the stakes need be given.

187. In any race (other than a sweepstakes), if a horse shall have walked over as provided by the Rules, only half the amount of the stakes payable to the winner by the conditions of the race shall be paid and go to him.
188. Any money or prize which by the conditions is to go to the horse placed second or in any lower place shall if the winner has walked over or no horse has been placed second or any lower place be dealt with as follows: -
  - (i) If it be part of the stakes or plate, it shall go to the winner.
  - (ii) If it was to be given from the Race Fund or to be given as a separate donation from the Race Fund or any other source, it shall not be given at all.
  - (iii) If it is entrance money for the race, it shall go to the Race Fund of the Meeting.
189. If a race be never run or be void entrance money, stakes and forfeits shall be returned. A race may be declared void if no qualified horse covers the Course according to Rule.
190. The Secretary shall, within three weeks after the last race day of the Meeting, render an account of and pay over all stakes, added money and prizes to persons entitled unless an enquiry affecting them is being held or is pending. He shall at the same time notify to the Secretary of the Club all sums unpaid in respect of entrance money, stakes subscriptions, forfeits, fines, fees and purchase money in races with selling conditions.



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## PART XXIV

### OBJECTIONS, APPEALS, ETC.

191. Every Objection shall be decided by a least three Stewards but their decision shall (if they are not the Stewards of the Club) be subject to appeal to the Stewards of the Club, so far as relates to points involving the interpretation of these Rules or to any question, other than a question of fact, on which there shall be no appeal unless by leave of the Stewards and with the consent of the Stewards of the Club. Notices of appeal must be given in writing to the Secretary within 48 hours of the decision being made known, the days on which the office of the Secretary of the Club be closed and Race Days excepted. An appeal shall not be admitted after the time unless the Stewards of the Club are satisfied that there was good and sufficient cause for the delay.
192. (i) If an Objection to a horse engaged in a race be made, not later than the time fixed by the Stewards/Stewards of the Club from time to time, the Stewards may require his qualification to be proved before the race; and in default of such proof being given to their satisfaction, they may declare him disqualified.
- (ii) An Objection to the distance of a course officially designated must be made before a race.
- (iii) An Objection to any decision of the Clerk of the Scales must be made at once.
- (iv) An Objection to a horse on the ground of a cross, jostle, or any improper act on the part of a Jockey or his not having run the proper course or of the race having been run on a wrong course or of any other matter occurring in the race or before weighing-in, must be made in the Weighing Room to one of the Stewards or to the Secretary or the Clerk of the Scales by the objecting Jockey before he presents himself to be weighed-in by the Clerk of the Scales. An Owner or his deputed agent or the trainer may object even though the Jockey has weighed-in but before the weighed-in (All Clear) signal is hoisted. Such Objection may be made verbally or

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in writing (accompanied by a deposit of such amount as may be fixed and notified from time to time by the Stewards of the Club), but an Objection made verbally must be confirmed in writing before the Stewards commence their enquiry. In the event of any such Objection being deemed frivolous, the Stewards may order that the deposit of such amount as may be fixed and notified from time to time by the Stewards of the Club be forfeited.

- (v) An Objection on the ground: -
- (a) That the horse which ran was not the horse which he was represented to be at the time of entry or that he or his Jockey was not qualified under the condition of the race, or
- (b) That he has run in contravention of the Rules relating to co-Ownership/ partnership/joint Ownership.
- (c) That he has run in contravention of the Rules relating to unrecognized Meetings may be received within 7 days of the race being run exclusive of Club's holidays and Race Days.
- (d) That a horse is disqualified by reason of any default entered in the Forfeit List may be received within one month after the race.
- (vi) An Objection on the ground of carrying wrong weight or any other ground not specified in the foregoing clauses of this Rule, must be made within 24 hours of the race being run, exclusive of Club's holidays and Race days.
- (vii) In the case of any fraud or willful mis-statement, an Objection may be received within 12 months of the conclusion of the Meeting, if the Stewards are satisfied that there has been no unreasonable delay on the part of the objector.
193. Except as provided in Rule 192(iv) every Objection shall be in writing must be signed by the Owner of a horse engaged in the race or its trainer, or Jockey, or the Owner's Authorized Agent and must be made to one of the Stewards or to the Secretary or the Clerk of the Scales. The objector shall at the time he makes

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the Objection, deposit such sum as the Stewards of the Club may from time to time fix and on an appeal, an additional sum as the Stewards of the Club may from time to time fix shall be deposited with the Secretary by the appellant. If the case be decided against the depositor, his deposit shall be forfeited, unless the Stewards who heard the case shall certify that there was good and reasonable ground for the Objection or the appeal. An Objection may also be made without deposit by the Steward or an Official of a Meeting in his official capacity.

194. An Objection cannot be withdrawn without the leave of the Stewards.
195. Every Objection shall be decided by the Stewards but should no decision be given by them within seven days of an Objection being lodged, the Secretary shall report the case to the Stewards of the Club, who may, at their discretion, decide the matter and if they consider there has been negligence, order any additional expense arising therefrom to be defrayed out of the funds of the Meeting at which the case occurred.
196. No horse shall be disqualified on the ground of error, violation or omission in the entry, which might have been corrected on the payment of fine, but the Stewards may impose fines upon or otherwise deal with the persons responsible for such errors.
197. If an Objection to a horse which has won or been placed in a race be upheld, the horse shall be regarded as having been last in the race and the other horses shall take position accordingly. Provided that if the Objection be in respect of an interference in the race with the chance of any horse or horses placed by the Judge, the Stewards may, if they think fit, place the horse immediately after such horse or horses whose chance has, in the opinion of the Stewards, been interfered with or either of them.
198. Where the Stewards have for any reason whatsoever disqualified a horse which has won prize money and/or derived any other benefit such horse shall forfeit the above mentioned, and the other horse/s in that race shall be upgraded accordingly and be eligible for the respective prize money and/or other benefits provided the rider/s of the upgraded horse/s had been duly weighed out for that particular race.

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199. All costs and expenses in relation to determining an Objection or conducting an enquiry shall be paid by such person or persons and in such proportions, as the Stewards may direct. Unless and until paid, the names of the person or persons in default shall be placed in the Unpaid Forfeit List, and they shall be subject to all the disabilities arising there from.
  200. Pending the determination of an Objection, any prize which the horse objected to may have won or may win in the race, shall be withheld until the Objections is determined, and for forfeit payable by the Owner of any other horse shall be paid to and held by the Secretary for the person who may be entitled to it.





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## PART XXV

### CORRUPT PRACTICES, DISQUALIFICATIONS AND OFFENCES

201. When any horse engaged in a trial or test for the purpose of obtaining a Starting Stall Certificate after suspension or otherwise is found to have had administered to it any prohibited substance, the trainer and any other person who was in charge of such horse at any relevant time may be punished, unless he satisfy the Stewards or Stewards of the Club that he had taken all proper precautions to prevent the administration of the prohibited substance.
202. The Stewards of the Meeting shall be entitled to suspend Licenses and the Stewards of the Club shall be entitled to suspend and / or withdraw Licenses for any reason(s) of any of the persons mentioned hereinafter, and further the Stewards of the Meeting and / or Stewards of the Club shall fine and/ or punish and / or warn off and/ or exclude and/ or eject and/ or disqualify, for any reason or reasons, from any race course or place where these Rules are in force, any of the following persons viz.:
- (i) Any person who in their opinion has been guilty of any dishonest, corrupt, fraudulent, or improper practice or dishonorable action in connection with racing anywhere.
  - (ii) Any person who gives or offers, or promises, directly or indirectly any money, share in a bet, any benefit, bribe in any form to any person having official duties in relation to a race or race horse, or any trainer, Jockey or agent or to any other person having charge of or access to any race horse; or
  - (iii) Any person who having official duties in relation to a race, or any nominator, agent, trainer, Jockey, or other person having charge of or access to any race horse, accepts or offers to accept any money, share in a bet, or other benefit or bribe in any form; or
  - (iv) Any person who willfully enters or causes to be entered or causes to Start in any race, a horse which he or the Owner or nominator of which he knew or knows or believes to be disqualified; or

- (v) The Owner, nominator or trainer of any horse entered or run in any race, or trial, under a fraudulently false description and any person having any interest in such horse or any of them; or
- (vi) Any Owner, nominator, trainer, Jockey, lessee, Apprentice, stable hand, Bookmaker or Bookmakers Assistants or any person who either willfully refuses to attend and give evidence at an enquiry when requested by the Stewards/Stewards of the Club/Stipendiary Stewards to do so, or knowingly gives evidence which is false or misleading in any particular; or
- (vii) Any person who gives at any enquiry or appeal any evidence which in their opinion is false or misleading in any manner; or
- (viii) Any person who conspires or connives with any other person for the commission of, or shall connive with any other person being guilty of any corrupt or fraudulent practice in relation to racing anywhere; or
- (ix) Any person who surreptitiously obtains information with respect to a trial from any person or persons engaged in it or in the service of Owner or trainer or any horse tried or respecting any horse in training from any person in such service; or
- (x) (a) Any person who at any time administers or attempts to administer or allows or causes to be administered or connives at the administration to a horse of any quantity or any substance, which is prohibited substance for any purposes including any of the following purposes:
  - (i) for the purpose of affecting the performance or behavior of a horse in a race or of preventing its Starting in a race; and/or
  - (ii) which is detected in any pre race or post race sample taken on the day of any race; or
- (b) Any person who uses or has in his possession, any electric or electronic apparatus or any improper contrivance capable of affecting the performance of a horse in a race or training gallop; or

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- (xi) Any Owner, nominator or licenced person of a horse by advertisement, circular, letter or other means offers to give information concerning his own or other horse in return of monetary or other considerations or who connives at any such act or practice; or
  - (xii) Any person guilty of improper or insulting behaviour at any time towards the Stewards or Stewards of the Club or any official in relation to their or his duties; or
  - (xiii) Any person who has committed any breach of the Rules; or
  - (xiv) Any person who attempts or conspires or connives or commits or is guilty of with any other person of conspiring or conniving to commit, any of the above offences or of any corrupt, dishonest, fraudulent, improper practice or dishonorable action in connection with racing at any place notwithstanding that any such other person has or has not been found guilty of the offence in question; or
  - (xv) Any person holding a license under the Rules who combines, or endeavors to combine with any other person or persons to obstruct, or in any way interfere with the conduct of any Race Meeting, race or trial held under these Rules; or
  - (xvi) Any person who infringes any of the provisions of a license issued to him or any regulations issued in the Racing Calendar be liable to such other punishments as the Stewards or the Stewards of the Club think fit to impose.
  - (xvii) Any licensed person of the Club or their Assistant, including Owner and Stable Servant, who shall associate or involve with person(s) warned off or excluded or disqualified or indulge in any act likely to cause damage to the interests of those racing in India or elsewhere (whether or not constituting a breach of these Rules), then such conduct of such concerned person shall make him / her liable to disciplinary action by the Stewards.
203. Any person who is warned off or excluded or ejected or whose license has been withdrawn under the Rules shall be a disqualified person for the purpose of these Rules for such period as the warning off or withdrawal of the license shall remain in force and so long as the exclusion or ejection shall continue.

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204. The decision of the Stewards of the Club, on the report of the Stewards or otherwise, that a person has been guilty of any of the offences under the Rules shall be conclusive evidence of his guilt.
205. If it be proved to the satisfaction of the Stewards of the Club, on the report of the Stewards or otherwise, that any person is defaulter in bets or lotteries such person shall, on being declared a defaulter by the Stewards of the Club, be warned off as provided in the Rules, so long as his default continues.
206. The following are disqualified persons within the meaning of this Rule:-
- (i) A person who becomes a disqualified person within the meaning of these Rules.
  - (ii) A person who has been disqualified under any recognised Rules of Racing so long as his disqualification continues.
  - (iii) A person who has been warned off/excluded/ejected from any course where these Rules are in force so long as his warning off/exclusion/ejection continues.
  - (iv) A person who has been warned off/excluded/ejected from any course under the jurisdiction of a recognized Turf Authority, who has a reciprocal agreement with the Turf Authorities of India from time to time for mutual enforcement of sentences so long as his exclusion continues.
  - (v) Any other disqualified person.
207. (a) A disqualified person, so long as his disqualification lasts, shall not:-
- (i) Act as Steward of the Meeting, Steward of the Club, Member of the Board of Appeal or as an Official at any recognised Meeting.
  - (ii) Act as Authorised Agent or Principal or in such capacity enter or nominate any racehorse for any race.
  - (iii) Enter, run, train or ride a horse in any race at any recognized Meeting or trial or test.
  - (iv) Except with the permission of the Stewards of the Club,

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enter the Grand Stand or Saddling Enclosure or Paddock or any Enclosure or Stable area or the portion of a Race Course or Turf Club House or any land/building used in connection therewith during any Race Meeting or during betting on races held at any other center or ride work or be employed in any racing stable.

- (v) Be employed or engaged in any capacity in any racing stable.
  - (vi) Subscribe to any Sweepstakes.
  - (vii) Participate in any way in the racing or training of any racehorse.
  - (viii) Ride any horse in any race, trial or test;
  - (ix) Enter or nominate any racehorse for any race or mock race whether acting as agent or principal.
- (b) So long as the person remains disqualified:
- (i) No horse shall be permitted to race which is wholly or partly owned or leased by such disqualified person or such person's spouse or resides with or in the winnings of which such disqualified person or such person's spouse has an interest.
  - (ii) No horse of which such disqualified person is the Owner or in the case of a leased horse, such disqualified person is the lessee shall be placed or remain in the care of any licenced trainer.
- (c) If any Owner or trainer, except with the special permission of the Stewards of the Club, employs or keeps in his employment any disqualified person during the term of his disqualification or trains or permits any horse belonging to a disqualified person to enter the premises of such Owner or trainer or to remain under his care or control, such Owner or trainer may be fined or warned off the course.

208. A person warned-off shall be subject to the same disabilities as a person disqualified:

- (i) A Jockey or an Apprentice or a person otherwise entitled to ride under the Rules, suspended by the Stewards or Stewards of the Club, shall not ride in any race conducted under the Rules during the period of suspension.
- (ii) A trainer suspended by the Stewards or the Stewards of the Club shall not during the period of that suspension:-
  - (a) As a Trainer, nominate a horse for a race or an official barrier trial.
  - (b) Train a horse upon any registered racecourse, or training track owned, operated or controlled by the Club.
- (iii) A Bookmaker suspended by the Stewards or the Stewards of the Club shall not field at any Race Meeting conducted under the Rules or be in any way concerned in the operation of a Bookmaker during the period of that suspension.
- (iv) A stable hand suspended or disqualified by the Stewards or the Stewards of the Club shall not by any trainer or Owner be employed or permitted to work in any racing stable during the period of that punishment.

209. Power to disqualify any person shall be deemed to include power to warn off such person.

210. Where in relation to any disqualification or suspension imposed under these Rules there is made an appeal, and whilst such appeal is being heard and the directive given that the disqualification or suspension shall be, or is, inoperative or is not to be enforced or acted upon either generally or for any specified or otherwise limited period of time, then the time during which such suspension or disqualification would but for such order declaration have been effective shall not be included in calculating the duration for such suspension or disqualification. Every suspension or disqualification imposed after this Rule comes into operation shall be subjected to the provisions hereof.

211. A horse which is wholly or partly owned or leased by any person disqualified for any offence in relation to such horse, shall thereby be disqualified for all races after the disqualification of such person and such person shall forfeit or return all money and prizes which such horse has won in any race after such disqualification, but

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the Stewards of the Club may waive in respect of a lessee the provisions of this Rule to such extent as they think fit.

212. Notwithstanding the provisions contained in the Rules, if a lessor or the husband or wife, or person residing with a lessor is disqualified person, the Stewards of the Club may, in their discretion, waive in favour of the lessee in respect of any particular Meeting or during the currency of the lease or any part thereof the provisions of those Rules; but in the event of such horse winning any stake or prize money, the amount thereof shall be reduced by the amount or proportion thereof to which such lessor would otherwise be entitled by virtue of any agreement (whether verbal or in writing) entered into between the lessor and the lessee in respect of such horse, and no part of such stake or prize money shall be payable to such lessor nor be recoverable by the lessor from the Club or the lessee or any other person whomsoever.
213. So long as a horse is disqualified by the Stewards or the Stewards of the Club, it shall not be entered or run for any race held under these Rules or be trained on any course where these Rules are in force.
214. If a horse has been disqualified for any particular race, or for anything occurring in such race, the prize or money including any proportion to which the rider would have been entitled, as rider of a winning mount shall be awarded as though such horse had not started in the race.
215. If a horse be entered for or started in a race for which it is ineligible, either under the conditions of such race or for any other reason, the Stewards may disqualify, or otherwise punish the Owner, trainer and nominator of such horse.
216. The disqualification of a trainer or suspension of his Trainer's Licence or permit shall not of itself render ineligible for racing any horse which at any time of disqualification or suspension was being trained by him for fee or reward and in which he had no interest other than as a Trainer, provided that such horse is removed to the possession and control of another Trainer. The removal of such horse to another Trainer who is either the parent of the disqualified or suspended Trainer or his spouse or child will not be deemed to be sufficient compliance with the aforesaid provision, unless the Stewards expressly approve such removal.

217. When the Stewards or the Stewards of the Club disqualify any person, they may disqualify for the same or any term all or any horses in which he has an interest. Notice of every such general disqualification of horses and their names when they can be ascertained by the Secretary shall be included in the List of Disqualifications, but the omission of any horse's name shall not effect the disabilities involved in such disqualification.
218. The Stewards may suspend any licence right or privilege granted under the Rules for such term as they think fit so far as it relates to the courses or Meetings controlled by them provided that such suspension may be disallowed or removed by the Stewards of the Club.
219. A disqualification or suspension imposed by the Stewards or Stewards of the Club of any recognised Turf Authority shall be adopted or enforced.
220. A general power conferred on the Stewards of the Club or the Stewards by any of the Rules of Racing of the Club shall not (unless the contrary is expressly provided) be limited, qualified or affected or deemed so to be by the fact that a specific punishment is prescribed for a particular offence or a specific power is conferred on such Stewards of the Club or Stewards.



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PART XXVI

**RECIPROCAL ACTION**

221. If any recognised Turf Authority has imposed on any person a punishment or exclusion, warning off or any other punishment, disqualification or disability under their Rules, the Stewards of the Club shall, ipso facto, reciprocate of the same and to treat such person as having been excluded, warned off or subjected to the same punishment, disqualification and/or disability, as the case may be, under these Rules and in exercising that power, the Stewards of the Club are in no way under any obligation to give a prior notice or hearing to any person against whom any action has been taken by any other recognised Turf Authority and the Stewards of the Turf Club shall ipso facto reciprocate on receipt of communication in this behalf from the Turf Authority which has taken the decision, which decision shall take effect forthwith, depriving him the right to enter, train, ride a horse in a race or at work, operate a book or employed in racing stable, enter the Race Course, Stand, Enclosures, etc, so long as the disqualification/punishment imposed by another recognised Turf Authority continues.



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PART XXVII

**NEW RULES**

222. These Rules, save and except the Appendices to these Rules of Racing hereinafter contained, may be added to, repealed or amended by Special Resolution of the Club Members of the Club, passed at a General Meeting of the Members of the Club in accordance with Section 114 of the Companies Act, 2013 or other Act of Legislature for the time being in force relating to Limited Companies. All the provisions contained in the Articles of Association of the Club as to General Meetings (including the provision relating to quorum at such Meetings) shall, mutatis mutandis, apply to every such Meetings.

The accidental omission to give any such notice to any Member of the Club shall not invalidate any resolution passed at any such Meeting. All additions to, repeals and amendments of these Rules shall be published within 21 days after the passing thereof by the Club Members of the Club.

The Stewards of the Club shall be entitled, from time to time, to add, amend, modify, delete, repeal or alter the Appendices to these Rules of Racing, as they may in their sole discretion think fit by notifying the same in the Racing Calendar and / or web portal.



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## APPENDIX – “A”

### OWNING AND RACING OF HORSES BY LIMITED COMPANIES

1. (i) For the purpose of these Rules “Limited Company” means a Company incorporated as such under the Indian Companies Act 1956 or under any amendment or re-enactment thereof for the time being in force with one of its objects being to own and race horses under the Rules of Racing of a Recognized Turf Authority of India.
- (ii) A Limited Company shall apply in the prescribed form of the Club for approval to own and race horses.
- (iii) The Stewards of the Club shall have complete discretion whether to approve a Limited Company to own and race horses or not, but such Limited Company will have to furnish:-
  - (a) A list of the names of the Directors of the Company and the Stewards of the Club must be satisfied that none of them is a disqualified person under the Rules of Racing of any recognized Turf Authority and
  - (b) A true certified copy of each of the following documents of the Company:  
Its Memorandum and Articles of Association; and Its latest Directors’ Report and audited Balance Sheet and Profit and Loss Account.
- (iv) Before giving their approval to any Limited Company to own and race horses, the Stewards of the Club may impose upon it such terms and conditions as they may think fit, which may include:-
  - (a) The submission to them on 1<sup>st</sup> April or as early as possible thereafter, every year, of a true certified copy of each of the following:  
  
All amendments to the Memorandum and Articles of Association of the Company effected during the last twelve months ending 31<sup>st</sup> March next preceding; and  
The latest Director’s Report and audited Balance Sheet and Profit and Loss Account.

- (b) The furnishing to the Stewards of the Club of information as to any change in the Board of Directors or in the controlling interest (if any) of the Company, immediately on such changes taking place.
- (v) The Stewards of the Club may, in their absolute discretion at any time, and without assigning any reason thereof, withdraw their approval to the Company to own and race horses. Without prejudice to the foregoing, the Stewards of the Club shall withdraw their approval to the Company to own and race horses if:
  - (a) Any director of the Company is or becomes a disqualified person under the Rules of Racing;
  - (b) The Company fails to furnish to the Stewards of the Club such correct information as they may demand within a reasonable time.
  - (c) The Company is being wound up or a Receiver or a Liquidator thereof has been appointed.
  - (d) Any authorized agent of the Company as hereinbelow defined is or becomes a disqualified person.
  - (e) If the Memorandum of the Company is amended to omit the object of owning and racing horses.
- (vi) (a) A horse may be entered and run in the name of a Limited Company, if it is in the part-Ownership of the Company and represented by such number of Directors of the Company, not exceeding ten, as that Company may notify on its behalf.
- (b) A Limited Company represented by one of its Directors may own a horse in co-Ownership with an individual and/ or a Limited Company and/or in co-Ownership with a Limited Liability Partnership (“LLP”) and / or in co-Ownership with not more than one Syndicate. In such a case, Rules relating to co-Ownership shall apply to such individual, Limited Company, LLP or Syndicate who are co-Owners of a horse and as far as the Syndicate itself is concerned Rules relating to Syndicate shall apply to the Syndicate and its members. Provided further, the number of co-Owners or members of a Syndicate shall not exceed the prescribed number under the applicable Rules at any point of time.

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- (c) A Limited Company represented by one of its Directors/Deputy ('Deputy' defined in the Rules relating to Syndicate), may also be a member of a Syndicate, which owns a horse/s and in such a case, Rules relating to Syndicates shall apply.
  - (vii) (a) "Authorised Agent" means a person who is appointed as such by the Limited Company in writing which is executed under its Common Seal in pursuance of a Resolution passed by its Directors and whose appointment has been approved and registered by the Stewards of the Club.
    - (b) The Stewards of the Club shall have absolute and complete discretion to approve and register any person as an Authorised Agent or to refuse to approve and register him as such.
  - (viii) A Limited Company shall be entitled to exercise the rights and powers as the Owner of a racehorse only through its Authorized Agent.
  - (ix) No horse owned by a Limited Company may be entered in a race or fulfill any engagements unless there is an Authorized Agent of the Company.
  - (x) The Stewards of the Club may at their absolute discretion at any time, and without assigning any reason thereof, withdraw their approval of any Authorized Agent and cancel his registration. Without prejudice to the foregoing, registration of the Authorized Agent shall automatically be cancelled if:
    - (a) The Authorized Agent is or becomes a disqualified person within the meaning of that person as defined in the Rules of Racing of the Club; or
    - (b) The Authorized Agent is or becomes or is adjudicated an insolvent; or
    - (c) The Limited Company ceases for any reason to carry on any business or is wound up or becomes defunct or ceases to be registered as such; or
    - (d) The Limited Company ceases to be the Owner of any racehorse at the time of renewable each year i.e. 30<sup>th</sup> April.

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- (xi) The registration of an Authorised Agent of a Limited Company will be cancelled at the request of the Company, if the request is made in writing executed under its Common Seal.
  - (xii) (a) A registration fee and renewal fee of an amount as notified by the Stewards of the Club from time to time shall be payable for registration as an Owner in respect of each registered Company and the renewal fee shall be payable annually. The Stewards of the Club shall, in their absolute discretion have the power to increase the said maximum registration and/or renewal fee to be paid by the Company from time to time, and it shall thereupon pay such increased fees to the Club.
    - (b) The registration of the Limited Company shall stand cancelled at the discretion of the Stewards of the Club if the Limited Company does not own any horse at the time of renewal each year i.e. 30<sup>th</sup> April. Notwithstanding the aforesaid, the Stewards of the Club shall be entitled at their sole discretion to extend and/ or ratify registration of the Limited Company which has failed to own a race horse as on 30<sup>th</sup> April each year.
  - (xiii) (a) A Director(s) who is/are to represent the Limited Company under these Rules shall be subject to the prior written approval of the Stewards of the Club unless such Director(s) is / are already approved owner(s) of the Club.
    - (b) The Stewards of the Club shall, at their sole discretion and without assigning any reason, be entitled to grant or refuse such approval to any Director(s) to represent the Limited Company under these Rules. Approval, if any, granted by the Stewards of the Club to any Director(s) to represent the Company shall be for such period(s) and on such terms as decided by the Stewards of the Club from time to time.
    - (c) In the event of any Director(s) who is / are permitted to represent the Limited Company shall be or become a disqualified person under the Rules of Racing then, in such event, such Director(s) shall, in addition to any

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other disqualifications under these Rules, shall automatically cease to represent the Limited Company and the disabilities attached to a disqualified person shall apply to such Director(s).

- (d) The approval granted to any Director(s) to represent the Limited Company shall also stand automatically cancelled if any Director(s) representing the Limited Company is or becomes or is adjudicated an insolvent and / or if the Limited Company ceases for any reason to carry on any business or is wound up or becomes defunct or ceases to be registered as such and / or the Limited Company ceases to be the Owner of any race horse.
- (e) The Stewards of the Club shall have power at all time and from time to time to revoke or cancel, without assigning any reason, the approval granted to any Director(s) to represent the Limited Company under these Rules.
- (f) In the event of cancellation/revocation of the approval granted to a Director(s) to represent the Limited Company (whether by reason of the operation of these Rules or otherwise), the Limited Company shall have the power to add / substitute the Director(s) who is/ are permitted to represent the Limited Company PROVIDED THAT such additional/substituted Director(s) shall be subject to the prior approval of the Stewards of the Club unless such Director(s) is/ are already approved owner(s) of the Club.
- (xiv) No financial assistance will be granted by the Club to a limited company for the purchase or lease of horses for racing and/or breeding.



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## APPENDIX – “B”

### REGISTRATION OF RACING SYNDICATES – NORMS / RULES AND PROCEDURE

- 1 (a) A Combination of not less than five and not more than twenty individuals/Limited Companies / Limited Liability Partnership (“LLP”) may submit an application in the prescribed form for registration of a “Racing Syndicate” (hereinafter for brevity sake referred to as ‘Syndicate’). The registration of such Syndicate shall be governed by the Norms/Rules contained herein. Provided however and notwithstanding the aforesaid, where a Syndicate co-owns a horse with another individual(s)/Limited Company(s), LLP(s) then in such event, the total number of members of the Syndicate and that of the co-Ownership of the Syndicate with other individual(s)/ Limited Company(s) / LLP(s) shall under no circumstances exceed twenty as exemplified hereinbelow:
  - (i) If the Syndicate co-owns a horse with three other individual(s)/Limited Company(s) / LLP(s) then the number of members of such Syndicate shall be limited to seventeen. The Co-Ownership may be formed with either three individuals or three Limited Companies or three LLP(s) or a combination of all but which combination should not exceed three co-Owners.
  - (ii) If the Syndicate co-owns a horse with two other individual(s)/Limited Company(s) / LLP(s) then the number of members of such Syndicate shall be limited to eighteen. The Co-Ownership may be formed with either two individuals or two Limited Companies or two LLP(s) or a combination of any two but which combination should not exceed two co-Owners.
  - (iii) If the Syndicate co-owns a horse with one other individual or Limited Company; or LLP then the number of members of such Syndicate shall be limited to nineteen. The Co-Ownership may be formed only with either one individual or one Limited Company or one LLP but not all.



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- (iv) If the Syndicate consists of twenty members, it cannot co-own a horse with any other individual(s) and/or / Limited Company(s) and/or LLP(s).
  - (b) At no time shall the number of members of the Syndicate exceed the limits stated hereinabove. In the event the number of members of a Syndicate exceeds the limits stated hereinabove at any time, then, in such event, the registration of such Syndicate shall forthwith stand cancelled.
  - (c) For the purpose of these Rules "Limited Company" means a company incorporated as such under the Companies Act 1956 or under any amendment or re-enactment thereof for the time being in force with one of its objects being to own and race horses under the Rules of Racing of a Recognised Turf Authority of India. Further for the purpose of these Rules "Limited Liability Partnership" means a Partnership Firm registered under the Limited Liability Partnership Act, 2008 (hereinafter the "said Act") or under any amendment or re-enactment thereof for the time being in force with one of its objects being to own and race horses under the Rules of Racing of a Recognized Turf Authority of India.
  - (d) A "member" of the Syndicate would mean and include an individual and/or a Limited Company; and / or LLP (as the case may be), permitted to be a member of the Syndicate. A Limited Company or LLP permitted to be a member of the Syndicate shall be governed by the Rules relating to Syndicate.
  - (e) Partnership registered under Part XI of the Rules of Racing shall be governed by the Rules of Partnership, Leases, Contingencies etc., as contained in Part XI of the Rules of Racing of the Club.
2. A Syndicate, as an independent entity, may race and be the registered Owner of a horse, on the norms/Rules herein contained and subject to the Rules of Racing of the Club.
  3. The proposed name of the Syndicate must contain the words "Racing Syndicate" at the end of the proposed name so as to distinguish the Syndicates from Ownerships by other entities. The name of the Syndicate shall be required to be approved by the Stewards of the Club.

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- 4 (a) All the members of the Syndicate must be Owners approved by the Stewards of the Club. The Stewards of the Club shall have complete discretion whether to approve a Syndicate to own and race horses or not and they shall not be required to give any reasons for their decision. Further, before granting registration to any Syndicate to own and race horses the Stewards of the Club may impose such terms and conditions as they may think fit or require the submission of such documents which they consider necessary for granting such registration.
  - (b) The Stewards of the Club shall have complete discretion whether to approve a Limited Company to own and race horses as a member of the Syndicate or not. If permission is granted to a Limited Company as aforesaid, such Limited Company will have to furnish:-
    - (i) A list of the names of the Directors of the Company and the Stewards of the Club must be satisfied that none of them is a disqualified person under the Rules of Racing of any recognized Turf Authority; and
    - (ii) A true certified copy of each of the following documents of the Company; It's Memorandum and Articles of Association; and its latest Directors' Report and audited Balance Sheet and Profit and Loss Account.
  - (c) Before giving their approval to any Limited Company to own and race horses, the Stewards of the Club may impose upon it such terms and conditions as they may think fit, which may include:-
    - (i) The submission to them on 1<sup>st</sup> April or as early as possible thereafter, every year of a true certified copy of each of the following:  
All amendments to the Memorandum and Articles of Association of the Company effected during the last twelve months ending 31<sup>st</sup> March next preceding; and  
The latest Director's Report and audited Balance Sheet and Profit and Loss Account.

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- (ii) The furnishing to the Stewards of the Club of information as to any change in the Board of Directors or in the controlling interest (if any) of the Company, immediately on such change taking place.
  - (d) The Stewards of the Club shall have complete discretion whether to approve a LLP to own and race horses as a member of the Syndicate or not. If permission is granted to a LLP as aforesaid, such LLP will have to furnish :-
    - (i) A list of the names of the Partners of the LLP and the Stewards of the Club must be satisfied that none of them is a disqualified person under the Rules of Racing of any recognized Turf Authority and
    - (ii) A true certified copy of each of the following documents of the LLP:  
Its LLP Agreement duly filed / registered under the said Act;
    - (iii) Latest Form 3 (or such other form as may be prescribed) filed with the Registrar under the said Act. Its latest Statement of Account and Solvency proof and Annual Return.
  - (e) Before giving their approval to any LLP to own and race horses, the Stewards of the Club may impose upon it such terms and conditions as they may think fit, which may include:-
    - (i) The submission to them on 1<sup>st</sup> April or as early as possible thereafter, every year, of a true certified copy of each of the following:  
All amendments to its LLP Agreement and Form 3 (or such other form as prescribed under the said Act) effected during the last twelve months ending 31<sup>st</sup> March next preceding; and  
The latest Statement of Account and Solvency proof and Annual Return.
    - (ii) The furnishing to the Stewards of the Club of information as to change (if any) in the constitution of Partners of the LLP, immediately on such changes taking place.

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- (f) A Limited Company shall be permitted to appoint a "Deputy" who shall exercise the rights and powers and carry out the duties and functions on behalf of the Limited Company, which is a member of the Syndicate. Such Deputy shall also be responsible and accountable to the Club, its officials as also the Stewards of the Club, on behalf of the Limited Company for which he is appointed the Deputy. Such Deputy shall be appointed by the Limited Company in writing and the same shall be executed under its Common Seal in pursuance of a Resolution passed by its Directors and whose appointment is approved and registered by the Stewards of the Club. The Stewards of the Club shall have absolute and complete discretion to approve and register any person as a Deputy or to refuse to approve and register him as such.
  - (g) The appointment of a Deputy of a Limited Company will be cancelled at the request of the Company if the request is made in writing executed under its Common Seal.
  - (h) A LLP shall be permitted to appoint a "Deputy" who shall exercise the rights and powers and carry out the duties and functions on behalf of the LLP which is a member of the Syndicate. Such Deputy shall also be responsible and accountable to the Club, its officials as also the Stewards of the Club, on behalf of the LLP for which he is appointed the Deputy. Such Deputy shall be appointed by the LLP in writing in pursuance of a resolution passed by its Partners under the applicable provisions of the LLP Act or in accordance with its LLP Agreement and whose appointment is approved and registered by the Stewards of the Club. The Stewards of the Club shall have absolute and complete discretion to approve and register any person as a Deputy or to refuse to approve and register him as such.
    - (i) The appointment of a Deputy of a LLP will be cancelled at the request of the LLP if the request is made in writing in pursuance of a resolution passed by its Partners under the applicable provisions of the LLP Act or in accordance with its LLP Agreement.

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- 5 (a) A Syndicate shall nominate two persons to be “Nominated Members” who will be responsible for giving instructions regarding the management and running of the horse, attending to all documentation, financial transactions connected with the Syndicate and shall attend and depose at enquiries, as and when required. Of the two, one shall be designated the “Principal Member” and the second will be the “Alternate Member”. The Principal Member shall be the one who will be the person basically in charge of the Syndicate and the Alternate Member will assume all the responsibilities of the Principal Member if the Principal Member is not available. The ‘Nominated Members’ shall be the authorized members to carry out all necessary acts on behalf of the Syndicate. Notwithstanding the responsibilities of the Nominated Members, the other members of the Syndicate shall also be responsible and liable to attend and depose at any enquiries or proceedings of the Club, either jointly or severally, as and when required by the Stewards or the Stewards of the Club. Any decision or order rendered by the Stewards/Stewards of the Club shall be binding on all or any members of the Syndicate.
- (b) A Syndicate shall have the option of changing any of its ‘Nominated Members’ at anytime, However, intimation of such a change must be given by all members of the Syndicate who shall sign and deliver the same to the Club before the ‘Acceptance Stage’ of the race in which the horse is due to run.
- (c) A horse owned by the Syndicate shall be entered and run only in the name of the Syndicate and the Official Race Card will state the Ownership of the horse only in the name of the Syndicate. The name of the members of the Syndicate shall be published on a separate page in the Race Card.
- (d) All the members of the Syndicate shall be entitled to enter the paddock before the Start of the race in which the Syndicate’s horse is running and to lead in the horse if the Syndicate’s horse finishes first.

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- (e) Any individual/ Limited Company/ LLP who is/which is, (respectively), an approved Owner of the Club may become a member of the Syndicate or resign as a member of the Syndicate by submitting the prescribed form duly signed by him or the duly authorized representative of the Company; or of LLP in pursuance of a resolution passed by its Partners under the applicable provisions of the LLP Act or in accordance with its LLP Agreement, as the case may be, as also by the Nominated Members of the Syndicate.
- (f) Any individual/Limited Company; / LLP who is not/which is not, (respectively), an approved Owner can become a member of the Syndicate only after such individual/Limited Company / LLP is approved as an Owner by the Stewards of the Club and upon submission of the prescribed form.
- (g) In case of death of any member of the Syndicate, the same shall be intimated to the Club by either of the Nominated Members of the Syndicate. The share of such deceased member shall be dealt with in accordance with the law applicable to such member.
- (h) If at any time the number of members of the Syndicate is reduced to less than five, the registration of the Syndicate shall stand cancelled, if within a period of one month there from the Syndicate does not reconstitute its membership to a minimum of five members.
6. The Syndicate shall register its own racing colours in its name.
7. The members of the Syndicate shall be deemed to have authorized the Nominated Members with the following powers, duties and responsibilities: -
- (a) To purchase outright or on contingency or obtain on lease a horse/s for the purpose of racing.
- (b) To sell outright or with contingency or give on lease any horse owned by the Syndicate;
- (c) To appoint an Authorized Agent for the following purposes:-
- (i) To enter, withdraw or scratch any horse, owned by the Syndicate;

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- (ii) To defray such charges as are required for training, entering such horses in races, Jockey's mount fees and such other expenses as are required from the account of the Syndicate;
  - (iii) To apply for a name or for changing the registered name of a horse owned by the Syndicate, if permitted;
  - (iv) To apply for registering the racing colours of the Syndicate;
  - (v) To carry out all such acts/duties as permitted under the Rules of Racing of the Club.
- (d) The Stewards of the Club shall have absolute and complete discretion to approve and register any person as an Authorised Agent or to refuse to approve and register him as such without assigning any reason for such refusal.
- (e) The Stewards of the Club may at their absolute discretion at any time, and without assigning any reason thereof, withdraw their approval of any Authorized Agent and cancel his registration. Without prejudice to the foregoing, registration of the Authorised Agent shall automatically stand cancelled if:
- (i) The Authorized Agent is or becomes a disqualified person within the meaning of that person as defined in the Rules of Racing of the Club; or
  - (ii) The Authorized Agent is or becomes or is adjudicated an insolvent; or
  - (iii) The Syndicate ceases to be the Owner of any race horse at the time of renewal each year i.e. 30<sup>th</sup> April.
- (f) The registration of an Authorised Agent of a Syndicate will be cancelled at the request of the Syndicate, if the request is made in writing by the Syndicate through its Nominated Members.
- (g) In the event of any dispute or difference arising between the members of the Syndicate inter-se, the decision of the Nominated Members shall be final and binding on the Syndicate. In the event of a difference of opinion arising

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between the Nominated Members of the Syndicate, the decision of the majority of the members of the Syndicate shall prevail and be final and binding on all the members of the Syndicate. The Syndicate may refer the dispute to the Stewards or the Stewards of the Club, as the case may be, who in their discretion may consider the same but shall not be bound to do so. In the event, the Stewards/Stewards of the Club decide upon the matter, the decision of the Stewards or Stewards of the Club, as the case may be, shall be final and binding on the Syndicate. The Stewards of the Club shall be entitled, without assigning any reason, to cancel the registration of the Syndicate.

8. A Syndicate can own a horse in its entirety and in such case Rules relating to Syndicates shall apply. Any single Syndicate can also be a co-Owner of a horse with another individual and/ or Limited Company and/or LLP in which case, Rules relating to co-Ownership shall apply to such individual, Limited Company, LLP or Syndicate who are co-Owners of a horse and as far as the Syndicate itself is concerned, Rules relating to Syndicate shall apply to the Syndicate and its members. However, a Syndicate cannot part-own a horse or be the part-lessee of a horse in conjunction with another Syndicate.
- 9 (a) The Account will be maintained in the name of the Syndicate only and it shall be the responsibility of the Syndicate to do on its own any further or necessary accounting between its members. The Club shall not be responsible or liable in any way for any financial arrangements made between the members of the Syndicate.
- (b) Should the Syndicate be placed on the Unpaid Forfeit List, the ban will apply to the Syndicate only and the provisions relating to the Unpaid Forfeit List contained in the Rules of Racing, R.W.I.T.C. Ltd., shall be applicable to the Syndicate.
- (c) Where any member of the Syndicate is in breach of Rule 41(n) of the Rules of Racing or is posted on the Unpaid Forfeit list for any horse/s owned wholly or partly by him, notice period of 30 days shall be given to the Syndicate to either call upon its member to pay up his/her dues or to

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cause such member to be removed from the Syndicate within the aforesaid notice period of 30 days, failing which, upon expiry of the notice period of 30 days, the Syndicate shall be liable to such action as a Partnership is liable under the Rules of Racing and which action shall include sale by Public Auction of the horse/s owned by the Syndicate. Without prejudice to the generality of the foregoing, the Stewards of the Club shall have power to take action against such Syndicate as they may in their absolute discretion think fit and which action may include withdrawal of the approval granted to the Syndicate to own and race horses and/or cancel the registration of the Syndicate.

10. The Stewards of the Club, may in their absolute discretion at any time, and without assigning any reason, withdraw their approval to the Syndicate to own and race horses. Without prejudice to the generality of the foregoing, the Stewards of the Club shall also be entitled to cancel the registration of the Syndicate to own and race horses under any of the following circumstances which are without prejudice to one another:
- a) When any member/s of the Syndicate becomes a disqualified person; OR
  - b) When any Nominated Member or member/s of the Syndicate fails to provide to the Stewards such information or documents as is warranted or demanded within a reasonable time or fails or refuses to appear before the Stewards of the Club or give evidence whenever required; OR
  - c) When the Stewards have reason/s to believe that any member of the Syndicate has criminal or foreign exchange proceeding/s arraigned against him or is subject to any insolvency or bankruptcy; OR
  - d) Any Director of the Limited Company, which is a member of the Syndicate, is or becomes a disqualified person under the Rules of Racing; OR
  - e) The Limited Company, which is a member of the Syndicate, fails to furnish to the Stewards of the Club, within a reasonable time, such correct information as they may demand from time to time; OR

- f) The Limited Company, which is a member of the Syndicate, is being wound up or a Receiver or a Liquidator thereof has been appointed; OR
- g) The Deputy of the Limited Company, which is a member of the Syndicate, is or becomes a disqualified person; OR
- h) The Deputy of the Limited Company, which is a member of the Syndicate, is or becomes or is adjudicated as an insolvent; OR
- i) The Limited Company, which is a member of the Syndicate, ceases for any reason to carry on any business or is wound up or becomes defunct or ceases to be registered as such; OR
- j) The Limited Company, which is a member of the Syndicate, ceases to have as one of its object in its Memorandum, owning and racing of horses; OR
- k) Any Partner of the LLP which is a member of the Syndicate, is or becomes a disqualified person under the Rules of Racing; OR
- l) The LLP which is a member of the Syndicate, fails to furnish to the Stewards of the Club, within a reasonable time, such correct information as they may demand from time to time; OR
- m) The LLP which is a member of the Syndicate, is being wound up or a Liquidator / Receiver thereof has been appointed; OR
- n) The Deputy of the LLP which is a member of the Syndicate, is or becomes a disqualified person; OR
- o) The Deputy of the LLP which is a member of the Syndicate, is or becomes or is adjudicated as an insolvent; OR
- p) The LLP which is a member of the Syndicate, ceases for any reason to carry on any business or is wound up or becomes defunct or ceases to be registered as such; OR
- q) If the business of the LLP shall cease to be to own and race horses.

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11. No horse owned by a Syndicate may be entered in a race or fulfill any engagement unless the terms and conditions applicable to Syndicate have been complied with.
  12. The Syndicate shall indicate the address, telephone and fax numbers of the Nominated Members for purpose of communication with the Club and any notices, circulars etc. shall be sent by the Club at such address given by the Syndicate. Any change of address and/or telephone or fax numbers shall be communicated to the Club within seven days from the date of such change.
  13. It is also clarified that none of the provisions herein contained affect or derogate from the powers of the Stewards/Stewards of the Club contained in the Rules of Racing and Articles of Association of this Club. Without prejudice to the generality of the foregoing, the Stewards and the Stewards of the Club have the power to decide on all or any matters pertaining to Syndicates and their decision in the matter shall be final and binding on all concerned. The Stewards and the Stewards of the Club shall not be required to give any reasons for their decision given in any matter. If any question arises which, in the opinion of the Stewards of the Club, is not provided for by these Rules, the Stewards of the Club shall be entitled to take their decision in the matter and incorporate such further Rules as may be required from time to time.
  14. The Stewards of the Club have power to add, modify, delete or amend at any time and at their sole discretion, the norms/Rules contained herein and the members of the Syndicate agree to be bound by such amendment or alteration.
  15. (a) Registration fee of Rupees One Hundred (Rs.100/- only) shall be payable for registering a Syndicate and a renewal fee of Rs.100/- shall be payable by the Syndicate annually before 30<sup>th</sup> of April of each year. The Stewards of the Club shall, in their absolute discretion, have the power to revise the registration and/or renewal fees to be paid by the Syndicate and the Syndicate shall thereupon pay such revised fees/ amount to the Club. The registration fee of Rs.100/- and the annual renewal fee of Rs.100/- shall be non-refundable and

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- shall stand forfeited in the event the registration of the Syndicate stands cancelled for any reason whatsoever. The registration fee and the first annual fee shall be payable by the Syndicate within the time specified in the intimation sent by the Club to them upon the Stewards of the Club permitting registration of the proposed Syndicate.
- (b) The registration of the Syndicate shall stand cancelled at the discretion of the Stewards of the Club if the Syndicate does not own any horse at the time of renewal each year i.e. 30<sup>th</sup> April AND / OR, if the Limited Company or LLP, which is a member of the Syndicate, does not own any race horse at the time of renewal each year i.e. 30<sup>th</sup> April. Notwithstanding the aforesaid, the Stewards of the Club shall be entitled at their sole discretion to extend and/ or ratify registration of the Syndicate which has failed to own a race horse as on 30<sup>th</sup> April each year.
16. No financial assistance will be granted by the Club to a Syndicate for the purchase or lease of horses for racing and / or breeding.

DELETED

## APPENDIX – “C”

### SCALES OF WEIGHTS IN WEIGHT-FOR-AGE AND WEIGHT-FOR-AGE AND CLASS RACES.

- 2 The Scale must be used subject to the following Rules: -
- (b) No horse can carry less than 40 kg in a race. Lower weights are only inserted to show the relative weights of the different Classes.
  - (c) Weight for age is for horses of the English, Australasian, Indian and Pakistani Classes, respectively, the weight given in the Scale, and for horses of the Arab Class, the weight given in the Scale raised 6.5 kg.
  - (d) When horses of the English, Australasian, Indian and Pakistani Classes run together with or without horses of another Class, in a Weight-for-Age and Class race, they carry the weight given in the Scale.
    - (iv) When horses of only one Class run in a Weight-for-Age and Class race, they carry Weight-for-Age.
    - (v) A two-year-old horse of the English, Indian and Pakistani Class must carry the weight assigned to 3-year-old horse of the same Class for the month of January. A two year old of the Australasian Class must carry the weight assigned to a 3 year old Australasian horse for the month of August.



JANUARY													
	1200 Meters and under				Over 1200 metres and not More than 1600 metres						Over 1600 metres and less than 2400 metres		
	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	
English	51	59	60.5	60.5	50	58.5	60.5	60.5	48.5	58	60.5	60.5	
Australasian	56	60	60.5	60.5	55	59.5	60.5	60.5	53.5	59	60.5	60.5	
Indian	44.5	54.5	57.5	58.5	41.5	51.5	57	58.5	39.5	51	56.5	58.5	
Pakistani	44.5	54.5	57.5	58.5	41.5	51.5	57	58.5	39.5	51	56.5	58.5	
Arab	45	50.5	51.5	52	42	49.5	51.5	52	41.5	48	51	52	
	<b>2400 metres and less than 3200 metres</b>				<b>3200 metres and over</b>								
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	
English	47	57.5	60.5	60.5	44	56	59.5	60.5					
Australasian	52	58.5	60.5	60.5	50.5	58	60.5	60.5					
Indian	36	47.5	55	58.5	32	44	53.5	58.5					
Pakistani	36	47.5	55	58.5	32	44	53.5	58.5					
Arab	38	46.5	50.5	52	34.5	45	50	52					

<b>FEBRUARY</b>												
1200 Meters and under			Over 1200 metres and not More than 1600 metres						Over 1600 metres and less than 2400 metres			
3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	
kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	
English	51.5	59	60.5	60.5	60.5	50.5	58.5	60.5	60.5	58	60.5	60.5
Australasian	57	60.5	60.5	60.5	56	60	60.5	60.5	54.5	59.5	60.5	60.5
Indian	45.5	55	57.5	58.5	42.5	53	57	58.5	40.5	51.5	56.5	58.5
Pakistani	45.5	55	57.5	58.5	42.5	53	57	58.5	40.5	51.5	56.5	58.5
Arab	45.5	51	52	52	43	50	51.5	52	42	49	51.5	52
<b>2400 metres and less than 3200 metres</b>			<b>3200 metres and over</b>									
kg.	kg.	kg.	kg.	Kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	47.5	57.5	60.5	60.5	44.5	56	59.5	60.5				
Australasian	53	59	60.5	60.5	51	58.5	60.5	60.5				
Indian	37	48.5	55.5	58.5	33.5	45	54	58.5				
Pakistani	37	48.5	55.5	58.5	33.5	45	54	58.5				
Arab	39	47	51	52	35.5	46	51	52				



<b>MARCH</b>												
1200 Meters and under			Over 1200 metres and not More than 1600 metres						Over 1600 metres and less than 2400 metres			
3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	
kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	
English	52	59.5	60.5	60.5	50.5	58.5	60.5	60.5	49	58	60.5	60.5
Australasian	57.5	60.5	60.5	60.5	56	60	60.5	60.5	55	59.5	60.5	60.5
Indian	46.5	55	57.5	58.5	43.5	54	57	58.5	41.5	52.5	56.5	58.5
Pakistani	46.5	55	57.5	58.5	43.5	54	57	58.5	41.5	52.5	56.5	58.5
Arab	46	51	52	52	44.5	50.5	52	52	43.5	50	52	52
<b>2400 metres and less than 3200 metres</b>			<b>3200 metres and over</b>									
kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	47.5	57.5	60.5	60.5	45	56	59.5	60.5				
Australasian	53.5	59	60.5	60.5	52	58.5	60.5	60.5				
Indian	38	49.5	56	58.5	34.5	46	54.5	58.5				
Pakistani	38	49.5	56	58.5	34.5	46	54.5	58.5				
Arab	40.5	49	51.5	52	36.5	46.5	51	52				





APRIL												
	1200 Meters and under			Over 1200 metres and not More than 1600 metres						Over 1600 metres and less than 2400 metres		
	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	52	59.5	60.5	60.5	51	58.5	60.5	60.5	49.5	58	60.5	60.5
Australasian	58	60.5	60.5	60.5	57	60	60.5	60.5	56	59.5	60.5	60.5
Indian	47	55.5	57.5	58.5	44.5	54.5	57	58.5	42	53	57	58.5
Pakistani	47	55.5	57.5	58.5	44.5	54.5	57	58.5	42	53	57	58.5
Arab	38	48	51	52	35	45.5	51	52	33	44.5	50.5	52
	<b>2400 metres and less than 3200 metres</b>			<b>3200 metres and over</b>								
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	48	57.5	60.5	60.5	45.5	56	59.5	60.5				
Australasian	54.5	59	60.5	60.5	53	58.5	60.5	60.5				
Indian	39	50.5	56	58.5	35.5	46.5	55	58.5				
Pakistani	39	50.5	56	58.5	35.5	46.5	55	58.5				
Arab	29.5	41.5	48.5	52	26	37.5	47	52				

MAY												
	1200 Meters and under			Over 1200 metres and not More than 1600 metres						Over 1600 metres and less than 2400 metres		
	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	53	60	60.5	60.5	51.5	59	60.5	60.5	50.5	58.5	60.5	60.5
Australasian	58.5	60.5	60.5	60.5	58	60.5	60.5	60.5	56.5	60	60.5	60.5
Indian	47.5	56	57.5	58.5	45.5	54.5	57	58.5	43	53.5	57	58.5
Pakistani	47.5	56	57.5	58.5	45.5	54.5	57	58.5	43	53.5	57	58.5
Arab	39	48.5	51	52	36.5	46.5	51	52	54	45.5	50.5	52
	<b>2400 metres and less than 3200 metres</b>			<b>3200 metres and over</b>								
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	49	58	60.5	60.5	46.5	56.5	60	60.5				
Australasian	55.5	59.5	60.5	60.5	54	59	60.5	60.5				
Indian	41	51	56	58.5	36.5	47.5	55.5	58.5				
Pakistani	41	51	56	58.5	36.5	47.5	55.5	58.5				
Arab	31	42	49	52	27	38.5	47.5	52				

JUNE												
1200 Meters and under			Over 1200 metres and not More than 1600 metres						Over 1600 metres and less than 2400 metres			
3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	
kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	
English	54.5	60.5	60.5	60.5	53	59.5	60.5	60.5	51.5	59	60.5	60.5
Australasian	59	60.5	60.5	60.5	58.5	60.5	60.5	57	60	60.5	60.5	60.5
Indian	48	56	57.5	58.5	46.5	55	57.5	58.5	44	54	57	58.5
Pakistani	48	56	57.5	58.5	46.5	55	57.5	58.5	44	54	57	58.5
Arab	40	48.5	51	52	37	47.5	51	52	35	46.5	50.5	52
<b>2400 metres and less than 3200 metres</b>			<b>3200 metres and over</b>									
kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	50.5	58.5	60.5	60.5	48	57	60	60.5				
Australasian	56	59.5	60.5	60.5	54.5	59	60.5	60.5				
Indian	41	51	56	58.5	37	48	55.5	58.5				
Pakistani	41	51	56	58.5	37	48	55.5	58.5				
Arab	31.5	43	49.5	52	28	39.5	48	52				

JULY												
1200 Meters and under			Over 1200 metres and not More than 1600 metres						Over 1600 metres and less than 2400 metres			
3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	
kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	
English	55.5	60.5	60.5	60.5	55	60.5	60.5	60.5	53	59.5	60.5	60.5
Australasian	59.5	60.5	60.5	60.5	59	60.5	60.5	60.5	57.5	60	60.5	60.5
Indian	49	56	58	58.5	47	55	57.5	58.5	45	54	57.5	58.5
Pakistani	49	56	58	58.5	47	55	57.5	58.5	45	54	57.5	58.5
Arab	41	49	51	52	38	48	51	52	36	46.5	51	52
<b>2400 metres and less than 3200 metres</b>			<b>3200 metres and over</b>									
kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	51.5	59	60.5	60.5	50	57.5	60	60.5				
Australasian	56	59.5	60.5	60.5	55.5	59	60.5	60.5				
Indian	41.5	51.5	56.5	58.5	38	48.5	56	58.5				
Pakistani	41.5	51.5	56.5	58.5	38	48.5	56	58.5				
Arab	32.5	44	50	52	29	40.5	48.5	52				

AUGUST																	
	1200 Meters and under						Over 1200 metres and not More than 1600 metres						Over 1600 metres and less than 2400 metres				
	3 years	4 years	5 years	6 years and aged	kg.		3 years	4 years	5 years	6 years and aged	kg.		3 years	4 years	5 years	6 years and aged	
English	56	60.5	60.5	60.5	60.5	56	60.5	60.5	60.5	60.5	55	60	60.5	60.5	60.5	60.5	
Australasian	52.5	59.5	60.5	60.5	60.5	51	59	60.5	60.5	60.5	49.5	58.5	60.5	60.5	60.5	60.5	
Indian	50	56	58	58.5	58.5	47.5	55	57.5	58.5	58.5	46	54	57.5	58.5	58.5	58.5	
Pakistani	50	56	58	58.5	58.5	47.5	55	57.5	58.5	58.5	46	54	57.5	58.5	58.5	58.5	
Arab	41.5	49.5	51	52	52	39	48	51	52	52	36.5	47	51	52	52	52	
	<b>2400 metres and less than 3200 metres</b>						<b>3200 metres and over</b>										
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	54	59.5	60.5	60.5	60.5	52	58	60.5	60.5	60.5	52	58	60.5	60.5	60.5	60.5	
Australasian	46.5	57.5	60	60.5	60.5	44	56.5	59.5	60.5	60.5	42.5	56	58.5	58.5	58.5	58.5	
Indian	42.5	52	56.5	58.5	58.5	39	49.5	56	58.5	58.5	39	49.5	56	58.5	58.5	58.5	
Pakistani	42.5	52	56.5	58.5	58.5	39	49.5	56	58.5	58.5	39	49.5	56	58.5	58.5	58.5	
Arab	33.5	44.5	50	52	52	30	41.5	49	52	52	30	41.5	49	52	52	52	

SEPTEMBER																	
	1200 Meters and under						Over 1200 metres and not More than 1600 metres						Over 1600 metres and less than 2400 metres				
	3 years	4 years	5 years	6 years and aged	kg.		3 years	4 years	5 years	6 years and aged	kg.		3 years	4 years	5 years	6 years and aged	
English	57	60.5	60.5	60.5	60.5	56.5	60.5	60.5	60.5	60.5	56	60.5	60.5	60.5	60.5	60.5	
Australasian	53	59.5	60.5	60.5	60.5	51.5	59	60.5	60.5	60.5	50	58.5	60.5	60.5	60.5	60.5	
Indian	50.5	56.5	58	58.5	58.5	48	55.5	57.5	58.5	58.5	46.5	54.5	57.5	58.5	58.5	58.5	
Pakistani	50.5	56.5	58	58.5	58.5	48	55.5	57.5	58.5	58.5	46.5	54.5	57.5	58.5	58.5	58.5	
Arab	41.5	49.5	51	52	52	40	48.5	51	52	52	37.5	47.5	51	52	52	52	
	<b>2400 metres and less than 3200 metres</b>						<b>3200 metres and over</b>										
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	55	60	60.5	60.5	60.5	53	58.5	60.5	60.5	60.5	53	58.5	60.5	60.5	60.5	60.5	
Australasian	47	57.5	60	60.5	60.5	45	56.5	59.5	60.5	60.5	43.5	56	58.5	58.5	58.5	58.5	
Indian	43.5	52.5	56.5	58.5	58.5	40	50.5	56	58.5	58.5	40	50.5	56	58.5	58.5	58.5	
Pakistani	43.5	52.5	56.5	58.5	58.5	40	50.5	56	58.5	58.5	40	50.5	56	58.5	58.5	58.5	
Arab	34.5	45	50	52	52	31	41.5	49	52	52	31	41.5	49	52	52	52	

OCTOBER												
	1200 Meters and under			Over 1200 metres and not More than 1600 metres						Over 1600 metres and less than 2400 metres		
	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	58	60.5	60.5	60.5	57	60.5	60.5	60.5	56.5	60.5	60.5	60.5
Australasian	53.5	59.5	60.5	60.5	52	59	60.5	60.5	51	58.5	60.5	60.5
Indian	51	56.5	58	58.5	48.5	56	58	58.5	47.5	54.5	57.5	58.5
Pakistani	51	56.5	58	58.5	48.5	56	58	58.5	47.5	54.5	57.5	58.5
Arab	42.5	50	51.5	52	41.5	48.5	51	52	33.5	47.5	51	52
	<b>2400 metres and less than 3200 metres</b>			<b>3200 metres and over</b>								
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	56	60.5	60.5	60.5	55	59	60.5	60.5				
Australasian	48	57.5	60	60.5	46.5	57	60	60.5				
Indian	44.5	53	56.5	58.5	41	51	56	58.5				
Pakistani	44.5	53	56.5	58.5	41	51	56	58.5				
Arab	35.5	45.5	50	52	31.5	42	49.5	52				

NOVEMBER												
	1200 Meters and under			Over 1200 metres and not More than 1600 metres						Over 1600 metres and less than 2400 metres		
	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	58.5	60.5	60.5	60.5	57.5	60.5	60.5	60.5	57	60.5	60.5	60.5
Australasian	54.5	60	60.5	60.5	53	59.5	60.5	60.5	51.5	59	60.5	60.5
Indian	51.5	57	58.5	58.5	49.5	56	58	58.5	48.5	55.5	58	58.5
Pakistani	51.5	57	58.5	58.5	49.5	56	58	58.5	48.5	55.5	58	58.5
Arab	43.5	50	51.5	52	41.5	48.5	51	52	39.5	47.5	51	51
	<b>2400 metres and less than 3200 metres</b>			<b>3200 metres and over</b>								
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	56	60.5	60.5	60.5	55	59	60.5	60.5				
Australasian	49.5	58	60	60.5	47.5	57.5	60	60.5				
Indian	45.5	53.5	57	58.5	41.5	52	57	58.5				
Pakistani	45.5	53.5	57	58.5	41.5	52	57	58.5				
Arab	36.5	46	50.5	52	32.5	43	49.5	52				

**DECEMBER**

	1200 Meters and under				Over 1200 metres and not More than 1600 metres						Over 1600 metres and less than 2400 metres					
	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged	3 years	4 years	5 years	6 years and aged
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	59	60.5	60.5	60.5	58	60.5	60.5	60.5	57.5	60.5	60.5	60.5	60.5	60.5	60.5	60.5
Australasian	55.5	60	60.5	60.5	54	59.5	60.5	60.5	52.5	59	60.5	60.5	60.5	60.5	60.5	60.5
Indian	52	57.5	58.5	58.5	51	56.5	58.5	58.5	50	56	58.5	58.5	58.5	58.5	58.5	58.5
Pakistani	52	57.5	58.5	58.5	51	56.5	58.5	58.5	50	56	58.5	58.5	58.5	58.5	58.5	58.5
Arab	44	50.5	51.5	52	41.5	49	51	52	40.5	48	51	52	40.5	48	51	52
	<b>2400 metres and less than 3200 metres</b>				<b>3200 metres and over</b>											
	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.	kg.
English	56	60.5	60.5	60.5	55.5	59	60.5	60.5	55.5	59	60.5	60.5	55.5	59	60.5	60.5
Australasian	51	58.5	60	60.5	49	57.5	60	60.5	49	57.5	60	60.5	49	57.5	60	60.5
Indian	46.5	54.5	58	58.5	43	53	58	58.5	43	53	58	58.5	43	53	58	58.5
Pakistani	46.5	54.5	58	58.5	43	53	58	58.5	43	53	58	58.5	43	53	58	58.5
Arab	37	46.5	50.5	52	33.5	44	50	52	33.5	44	50	52	33.5	44	50	52

APPENDIX "D-1"

TURF CLUB ACCIDENT FUND

**Rules for the administration of the Turf Club Accident Fund.**

1. In these Rules, the following words shall have the following meanings:
  - (a) The Club means the Royal Western India Turf Club, Ltd.
  - (b) The Committee shall mean the Committee for the time being of the Royal Western India Turf Club, Ltd.
  - (c) The Fund shall mean the Turf Club Accident Fund.
2. The Club will advance to the Fund such sum as may be required from time to time and the Fund shall repay to the Club the amount of the said advance or a portion thereof whenever the sum standing to the credit of the Fund is in the opinion of the Committee large enough to justify the Committee in doing so.
3. The account shall be opened with the Bankers of the Club in the name of the Turf Club Accident Fund into which all moneys received on account of the Fund shall be paid.
4. The Fund shall be administered by the Committee who shall have power to invest any moneys not immediately required for the object of the Fund in such securities as they may think fit and from time to time to vary such investments.
5. The Secretary shall keep a record of all claims and payments made to and out of the Fund and shall submit a detailed statement made up to the 30<sup>th</sup> day of June in every year to the Committee either from time to time or on an annual basis.
6. The nature of the benefits to be granted are set out in the second column hereunder but in no case will any payments made exceed the amounts set out in the third column except with the approval of the Committee. The amount of and method of payment of the benefit to be granted in each case shall subject as aforesaid, be in the discretion of the Stewards of the Club, provided that the amount of the benefit shall in no case exceed the sum hereinafter defined as the maximum benefit/amount.



**“SCALE OF COMPENSATION”**

Accident resulting in (1)	Nature of Benefit (2)	Maximum Amount (3)
1 Death of Jockey or Apprentice Jockey	Lump sum or in trust for widow, children or other dependants	Rs. 15,00,000/-
2. Permanent disablement preventing the Jockey or Apprentice Jockey from riding in any race or from earning a wage in any other capacity disablement	Lumpsum, less such amount as may have been paid on account of temporary disablement	Rs.15,00,000/-
3 Temporary disablement preventing the Jockey from riding in any race or from carrying on his profession	Weekly payment for a period not exceeding 104 weeks	Rs.700/- (whilst in hospital) Rs.1000/- (whilst not in hospital) (and such medical expenses as may be necessary)

7. The extent of benefits to be granted to Apprentice Jockeys, Half Jockeys and Riding Boys will be 50% of the above mentioned Scale in addition to such medical expenses as may be necessary in accordance with the regulations.
8. The Committee may from time to time increase or reduce the Scale of maximum benefits by giving notice thereof in the Racing Calendar, through the Stewards of the Club.
9. The Committee may also authorize the payment out of the Fund, of the whole or such parts as the Committee may in its discretion think fit, of any medical expenses incurred by a Jockey or Riding Boy as the result of an accident for which any benefit may be granted under these Rules.
10. Under no circumstances will any payment be made to a Jockey or Riding Boy where the injury resulting from the accident was attributable to (a) his having been guilty of bad or reckless riding or (b) his having been at the time of the accident under the influence of drink, or (c) his having disobeyed any warning or instructions as to his riding given to him by the Stewards or Stipendiary Stewards.
11. Under no circumstances will any payments be made in respect of an injury, which does not result in the total or partial disablement of a Jockey or Riding Boy for a period exceeding a week.
12. Any Jockey or Riding Boy, who has sustained an injury caused by accident must give notice to the Secretary of such accident as soon as practicable after the happening thereof and of the injuries suffered by him.
13. All certificates, informations and evidence required by the Committee shall be furnished at the expenses of the injured Jockey or Riding Boy or any dependent applying for the benefit shall be in such form and of such nature as the Committee may require.
14. In the case of permanent disablement, the Jockey or the Riding Boy shall produce a certificate from a surgeon possessing such degree as may from time to time be required by the Committee that the Jockey or Riding Boy is permanently disabled or not from earning a wage in any other capacity. The Secretary is authorized to accept certificates for this purpose at his discretion.

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15. In the case of temporary disablement, the Jockey or Riding Boy shall apply either in person or in writing for payment of the benefit granted to him and must produce a certificate from a qualified medical practitioner once every four weeks certifying that he is unable to ride in any race.
  16. If a Jockey or Riding Boy to whom any benefit has been granted has refused to be attended to by a qualified medical practitioner or having been attended to by him, has disregarded his instructions and if such refusal or disregard has aggravated the injury or delayed his recovery the Committee may stop or reduce any benefit already granted.
  17. Relief from the Accident Fund may be given to a Jockey or Riding Boy in respect of injuries sustained as a result of an accident whilst riding in a race or during morning work or in respect of any other accidental injuries sustained in the course of discharge of their duties as Jockey or Riding Boy at the discretion of the Secretary in consultation with the Stipendiary Stewards or in their absence the Clerk of the Course.
  18. The person injured as a result of an accident may be sent by the Club's Medical Officer or by the Honorary Medical Officer (Race Days) or by any Official of the Club to a duly approved hospital or nursing home for necessary treatment.
  19. If Special attention is found to be necessary, ward boys or special nurses may be engaged for such time as may be advised by the Doctor of the Nursing Home attending to the patient.
  20. Any expenditure required to be incurred for special treatment may be incurred by the Secretary in the exercise of his discretion in consultation with the Stipendiary Stewards or the Clerk of the Course or the Club's Medical Officer.
  21. Normally the injured party should be attended to by the Club's Medical Officer or by one of the Doctors attached to at the approved hospital or Nursing Home, and the expenditure for the same may be paid out of the Accident Fund. If however, the injured person insists upon being treated by his own doctor, he shall be at liberty to receive such treatment at his own expenses, and he should be informed accordingly. As a special case, the

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- Committee may at their discretion sanction the expenditure incurred by the injured party for treatment given by his own doctor.
  22. In case of an accident on a Race Course, other than Mumbai and Pune, applications for benefits out of the Royal Western Indian Turf Club, Ltd. Accident Fund must be submitted to the Secretary, Royal Western India Turf Club, Ltd, through the Stewards of the Race Club at which the accident occurred. In all cases the application must give full details of the accident and how it occurred and must be accompanied by a medical certificate from a duly certified medical practitioner stating the nature of the injury and the probable duration of disability and should be in the hands of the Secretary of the Royal Western India Turf Club, Ltd., within ten days of the date of the accident.
  23. The Committee may make, from time to time, such other Rules and Regulations with reference to the accrual, enjoyment, suspension and forfeiture of the Fund and the application and disposal of the Fund and otherwise in relation to the working and management thereof, as they shall from time to time think fit.
  24. The Committee shall have power to close the Fund at any time and in the event of the Fund being closed, the Committee shall decide in what manner the Fund shall be disposed of and their decision shall be final.
  25. When a Riding Boy is promoted to an Apprentice Jockey and thereby ceases to be a member of the Riding Boy's Benevolent Fund, the amount of his own contribution to this Fund shall be transferred to the Turf Club Accident Fund.
  26. The Secretary is authorized to make payments on account of hospital fees and all other expenditure as are covered by these Rules.
  27. All payments from the Turf Club Accident Fund shall be made without any admission of legal liability and subject to the Rules governing the Fund, may be reduced, suspended or discontinued in the absolute discretion of the authority controlling the fund.



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## APPENDIX "D-2"

### BENEVOLENT FUND

**NOTE:** The provisions of Appendix "D – 2" are applicable only to Trainer, Jockey, Conditional Jockey license holder, Apprentice Jockey or Riding Boy who are licensed by R.W.I.T.C. Ltd. through its centers at Mumbai / Pune. The provisions of Appendix "D – 2" are not applicable to Trainer, Jockey, Conditional Jockey license holder, Apprentice Jockey or Riding Boy who are granted licenses by the Stewards of the Club of R.W.I.T.C. Ltd. on applications / recommendations from a Racing Authority / Club racing under the aegis of R.W.I.T.C. Ltd. Rules of Racing and such licensees shall be governed by the provisions of Appendix "D – 3" .

1. (i) The aims, objects funds, investments and all other assets of the Riding Boy's Benevolent Fund and the Turf Club Accident Fund, hitherto maintained by the Club shall be amalgamated with those of the Benevolent Fund maintained and to be maintained by the Club and all the said three Funds shall form one composite BENEVOLENT FUND.
- (ii) The fines imposed under these Rules shall be credited to the Benevolent Fund.
- (iii) All fees for licences paid by any Riding Boy under the Rules of Racing shall be credited to the Benevolent Fund.
- (iv) Every Riding Boy shall at the time he takes out and pays for his licence subscribe such sum as may be fixed by the Stewards of the Club from time to time to the credit of the Benevolent Fund.
- (v) All fees for any licence paid by any Jockey, Half Jockey or Apprentice Jockey under the Rules of Racing shall be credited to the Benevolent Fund.
- (vi) At each Race Meeting held under these Rules, every Owner shall pay to the Secretary of the Meeting such sum as may be fixed by the Stewards of the Club from time to time for each horse of such Owner that runs at such Meeting and

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the Secretary of the Meeting shall also deduct from every fee for any Jockey riding thereat such sum as may be fixed by the Stewards of the Club from time to time and from every fee for any half Jockey, Apprentice Jockey or Riding Boy, such sum as be fixed by the Stewards of the Club from time to time and all such sums paid or deducted under this Rule shall be remitted by the Secretary of the Meeting to the Secretary of the Club and shall be credited to the Benevolent Fund.

- (vii) The Benevolent Fund shall be under the control and management of the Stewards of the Club, who are entitled to make, add to, alter, deduct from or otherwise vary Rules for the administration thereof, from time to time.
2. The Stewards of the Club may make out of the Benevolent Fund:-
    - (ii) Any payment to any Trainer, Jockey, Apprentice Jockey or Riding Boy, who from accident, sickness or other cause is incapacitated from carrying on his profession;
    - (iii) Any payment in the event of death, or bodily injury to a Jockey, Apprentice Jockey or Riding Boy, caused by accident while carrying out his duties between the time of his weighing-out and weighing-in for a race or while riding work according to the instructions, on any race course under the control of the Stewards of the Club.
  3. In making any of the payments aforesaid, the Stewards of the Club shall have absolute discretion so as to (a) whether or not payment should be made, (b) the quantum and the time and mode of payment and (c) the sufficiency or otherwise of the cause or reason for making payment.
  4. No Owner, trainer, Jockey, half Jockey, Apprentice Jockey, Riding Boy, or other person shall have any voice whatsoever in the administration of any Fund mentioned in this part nor any claim against the Club or the Committee or the Stewards or the Secretary of the Club or the Stewards or the Secretary of any Race Meeting or against any such Fund as aforesaid by reason of his having subscribed to such Fund or otherwise in connection there with. All payments from any such Fund shall be made without any admission of legal liability and subject to any Rules governing such Fund may be reduced, suspended or discontinued in the absolute discretion of the Stewards of the Club.



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## APPENDIX "D – 3"

### **BENEVOLENT FUND PROVISIONS APPLICABLE TO TRAINER, JOCKEY, CONDITIONAL JOCKEY LICENSE HOLDER, APPRENTICE JOCKEY OR RIDING BOY WHO HAVE BEEN GRANTED LICENSES BY R.W.I.T.C. LTD. ON APPLICATIONS / RECOMMENDATIONS FROM THE RACING AUTHORITY / CLUB RACING UNDER THE AEGIS OF R.W.I.T.C. LTD. RULES OF RACING.**

1. It is hereby provided that where any Racing Authority / Club races under the aegis of R.W.I.T.C. Ltd. Rules of Racing then the provisions contained in this Appendix "D – 3" shall apply / extend to such Racing Authority / Club and also to any Trainer, Jockey, Conditional Jockey license holder, Apprentice Jockey or Riding Boy who has been granted a license by the Stewards of the Club of R.W.I.T.C. Ltd. on application / recommendation of the Racing Authority / Club racing under R.W.I.T.C. Ltd. Rules of Racing.
2. The Racing Authority / Club racing under R.W.I.T.C. Ltd. Rules of Racing may constitute its own Benevolent Fund for payment to any Trainer, Jockey, Conditional Jockey license holder, Apprentice Jockey or Riding Boy who have been granted licenses by R.W.I.T.C. Ltd. on applications / recommendations from such Racing Authority / Club.
3. Racing Authority / Club racing under R.W.I.T.C. Ltd. Rules of Racing shall be responsible for management, administration etc. of their own Benevolent Fund including insurance / insurance premium of Trainer, Jockey, Conditional Jockey license holder, Apprentice Jockey or Riding Boy who have been granted licenses by R.W.I.T.C. Ltd. on applications / recommendations from the Racing Authority / Club racing under R.W.I.T.C. Ltd. Rules of Racing as also for any payments to be made to such license holders.
4. Fines imposed and / or any other monies collected by the Stewards of the Meeting of the concerned Racing Authority / Club at their racing centre shall be retained by such Racing Authority / Club and be credited to the Benevolent Fund constituted by such Racing Authority / Club.

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5. R.W.I.T.C. Ltd. shall not in any way be liable to bear any financial cost, liability etc. in relation to the Benevolent Fund constituted by a Racing Authority / Club racing under R.W.I.T.C. Ltd. Rules of Racing or for payment to any Trainer, Jockey, Conditional Jockey license holder, Apprentice Jockey or Riding Boy who have been granted licenses by the Stewards of the Club of R.W.I.T.C. Ltd. on application / recommendation of the Racing Authority / Club racing under R.W.I.T.C. Ltd. Rules of Racing.



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**APPENDIX "E"**  
**RULES OF BETTING**

1. The Stewards of the Club have authority to settle all questions relating to bets.
2. In all bets there must be a possibility to win when the bet is made. You cannot win when you cannot lose.
  - (a) No betting first past the post will be recognized by the Stewards.
  - (b) No betting is permitted except at the Totalizators, or with licensed Bookmakers.
3. All bets on races under the Rules of Racing of the Club are P. P. play or pay with the following exceptions:-
  - (i) When the entry of the horse has become void on account of the death of the person by whom he was entered, subject to the conditions as permitted under the Rules of Racing.
  - (ii) When a race is postponed for a time longer than that authorized under the appropriate Rules of racing, or when the conditions of a race are altered after the bets are made.
  - (iii) Bets on Matches.
  - (iv) Subject to exceptions under appropriate Rules of Racing, bets made after the Official notification of starters about a horse that is not subsequently under the Starter's Orders as defined in the Rules of Racing.
    - (a) In the event of the Stewards at any time before the Start ordering or permitting a horse to be withdrawn from a race after the time for scratching; or  
  
If in the opinion of the Stewards a horse has been prevented from Starting by mechanical failure of any Starting gate or was denied a fair start and such occurrence materially prejudiced the chance of the horse finishing first, second, third or fourth; the Stewards may declare such horse a non Starter and may declare off all bets on the race course on such

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horse on the day of the race and may make such order as to the settlement of any other bets made on the race on the day of the race as they think fit.

- (b) In the exercise of their powers under Rule 3 (a), the Stewards, if they consider that the late withdrawal of a horse from a race would have any material effect on the odds of the remaining horses, may make an order that payment of winning and place bets on a race for which a horse has been declared a non Starter be subjected to a deduction by the Stewards from time to time.
4. When the "Weighed in" signal has been given the bets go to the horses as officially shown and no Objection, appeal or disqualification made subsequent to such signal shall disturb the destination of bets except in case of fraud.
5. Bets made on one horse against another, or that one horse beats another, are determined if either of them should win; unless agreed by the parties, it is not indispensable that both horses should start. Bets made between horses 1, 2, 3 are determined by the places assigned by the Judge. It is not necessary to say the best of 1, 2, 3.
6. In the event of a dead-heat and in "double events" if either is decided in the backer's favour and the other results in dead-heat, the money betted must be put together and equally divided, except in the event of a dead-heat in a match in which case bets are void. In a "double event" if both horses backed run head-heat the money betted must be put together and divided in the proportion of one fourth to the backer and three fourth to the layer.
7. If a bet is made on one of the horses that runs the dead-heat against a beaten horse, he who backed the horse that ran the dead-heat wins half his bet. If odds are laid against another 1,2,3 and they run a dead-heat for either place, the money betted must be put together and equally divided.
8. The person who lays odds has the right to choose a horse, or the field; when a person has chosen a horse, the field is what starts against him. If odd are laid without mentioning the horse before the race is over, the bet must be determined by the state of the odds at the time of making it.

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9. Bets made after a race that the winner will be disqualified stand even if no Objection be made.
  10. Any bet made from signal or indication when the race has been determined, shall be considered fraudulent and void.
  11. All bets on matches and private sweepstakes depending between any two horses shall be void if those horses subsequently become the property of the same person or his avowed confederate.
  12. Double-event bets are determined when the first is lost.
  13. Bets made on horses winning any number of races within the year shall be understood to mean between the 1<sup>st</sup> May and 30<sup>th</sup> April ensuing.
  14. Money given to have a bet laid shall be returned, if the race be not run.
  15. In the event of a race being ordered to be run against or of a False Start or breakaway after which the Stewards give permission for any horse or horses not to return to the Starting Post, bets in favour of such horse/s shall be refunded.
  16. Bets once made cannot be declared off except by mutual consent, but on any allegation of fraud or corrupt practice, the Stewards of the Club will investigate the case, and may declare the bet void. Either of the bettors may demand stakes to be made, on proving to the satisfaction of the Stewards of the Club that he has just cause for doing so. If ordered, the bets must be covered or sufficient security offered, and a person refusing to cover shall be liable to be dealt with as if he were a defaulter.
  17. If any extraordinary occasion should arise, or in case of notorious and palpable fraud, any of the before mentioned Rules may be suspended by the Stewards of the Club.
  18. A bet becomes due when the event on which it depends is decided, except as provided under Rule 4.
  19. Dividends for Place will be paid on horses placed First, Second and Third when 8 or more horses are declared to Start and first and second when 4 or less than 8 horses are declared to Start. In the event of the requisite number of Starters as above being declared to Start and one or more not coming under Starters orders, place bets shall still be 1, 2, 3 or 1, 2 as the case may be, provided such bets shall be subject to any deduction directed under the rule in case of a horse or horses being declared a non starter/s. A horse that has come under Starter's orders will be considered an actual starter.



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## APPENDIX – "F"

### RULES RELATING TO DEFAULTERS

#### Rules as to defaulters for Bets

1. A person may be reported to the Stewards of the Club as defaulter for bets by the Stewards of the Meeting at which the default occurred or by a person who has been short paid on account of the default or to whom the money for the bet is due.
2. In reporting default, the full name, title, profession and address of the defaulter must be given. The Report must be accompanied in the case of lottery, by a full statement of the account of the defaulter, and in the case of a bet by full particulars of such bet and of the time and place when it was made, and in either case, by any documents hearing on the case.
3. The Stewards of the Club may, on receipt of such report, call upon the defaulter to make good his default by remitting to the Secretary of the Club, within specified time, the amount due, and his failing to do so or to submit a satisfactory explanation of the cause of his failure or omission, may declare him to be defaulter.
4. A list of declared defaulters shall be kept by the Secretary of the Club and a copy of this list will be forwarded to the Secretaries of the Race Meetings at such times the Stewards of the Club may direct



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## APPENDIX – “G”

Horses that suffer from any infectious or notifiable disease or from any disease that may endanger other horses.

African Horse Sickness (Equine Plague)  
Contagious Equine Metritis  
Dourine  
Equine Encephalomyelitis (Eastern)  
Equine Encephalomyelitis (Western)  
Equine Infectious Anaemia (Swamp fever)  
Equine Influenza  
Equine Piroplasmosis  
Equine Rhinopneumonitis  
Equine Viral Artheritis  
Glanders (Farcy)  
Surra (Trypanosomiasis)  
Venezuelan Equine Encephalomyelitis



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## APPENDIX – “H”

### OWNING AND RACING OF HORSES BY LIMITED LIABILITY PARTNERSHIP.

1. (i) For the purpose of these Rules “Limited Liability Partnership” means a Partnership Firm registered under the Limited Liability Partnership Act, 2008 (hereinafter the “said Act”) or under any amendment or re-enactment thereof for the time being in force with one of its objects being to own and race horses under the Rules of Racing of a Recognized Turf Authority of India.
- (ii) A Limited Liability Partnership (“LLP”) shall apply in the prescribed form of the Club for approval to own and race horses.
- (iii) The Stewards of the Club shall have complete discretion whether to approve a LLP to own and race horses or not, but the applicant LLP will have to furnish:-
  - (a) A list of the names of the Partners of the LLP and the Stewards of the Club must be satisfied that none of them is a disqualified person under the Rules of Racing of any recognized Turf Authority and
  - (b) A true certified copy of each of the following documents of the LLP:  
Its LLP Agreement duly filed / registered under the said Act.
  - (c) Latest Form 3 (or such other form as may be prescribed) filed with the Registrar under the said Act. Its latest Statement of Account and Solvency proof and Annual Return.
- (iv) Before giving their approval to any LLP to own and race horses, the Stewards of the Club may impose upon it such terms and conditions as they may think fit, which may include:-
  - (a) The submission to them on 1<sup>st</sup> April or as early as possible thereafter, every year, of a true certified copy of each of the following:

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All amendments to its LLP Agreement and Form 3 (or such other form as may be prescribed from time to time under the said Act) effected during the last twelve months ending 31<sup>st</sup> March next preceding; and

The latest Statement of Account and Solvency proof and Annual Return.

- (b) Information as to change (if any) in the constitution of Partners of the LLP, immediately on such changes taking place.
- (v) The Stewards of the Club may, in their absolute discretion at any time, and without assigning any reason thereof, withdraw their approval to the LLP to own and race horses. Without prejudice to the foregoing, the Stewards of the Club shall be entitled to withdraw their approval to the LLP to own and race horses if:
  - (a) Any Partner of the LLP is or becomes a disqualified person under the Rules of Racing;
  - (b) The LLP fails to furnish to the Stewards of the Club, within a reasonable time, such correct information as they may demand from time to time.
  - (c) The LLP is being wound up or a Liquidator / Receiver thereof has been appointed.
  - (d) Any authorized agent of the LLP as hereinbelow defined is or becomes a disqualified person.
  - (e) If the business of the LLP shall cease to be to own and race horses.
- (vi) (a) A horse may be entered and run in the name of a LLP, if it is in the part-ownership of the LLP and represented by such number of Partners of the LLP, not exceeding ten, as the LLP may notify on its behalf.
- (b) A LLP represented by one of its Partners may own a horse in co-ownership with an individual and/or a Limited Company and/or in co-ownership with not more than one Syndicate and/or in co-ownership with another LLP. In such case, Rules relating to co- ownership shall

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apply to such individual, Limited Company or Syndicate or LLP who are co-owners of a horse and as far as the Syndicate itself is concerned Rules relating to Syndicate shall apply to the Syndicate and its members. Provided further, the number of co-owners or members of a Syndicate shall not exceed the prescribed number under the applicable Rules at any point of time.

- (c) A LLP represented by one of its Partners/Deputy (“Deputy” defined in the Rules relating to Syndicate), may also be a member of a Syndicate, which owns a horse/s and in such a case, Rules relating to Syndicates shall apply.
- (vii) (a) “Authorised Agent” means a person who is appointed as such by the LLP in writing in pursuance of a Resolution passed by its Partners under the applicable provisions of the LLP Act or in accordance with its LLP Agreement and whose appointment has been approved and registered by the Stewards of the Club.
- (b) The Stewards of the Club shall have absolute and complete discretion to approve and register any person as an Authorised Agent or to refuse to approve and register him as such without assigning any reason for such refusal.
- (viii) A LLP shall be entitled to exercise the rights and powers as the Owner of a racehorse only through its Authorized Agent.
- (ix) No horse owned by a LLP may be entered in a race or fulfill any engagements unless there is an Authorized Agent of the LLP.
- (x) The Stewards of the Club may at their absolute discretion at any time, and without assigning any reason thereof, withdraw their approval of any Authorized Agent and cancel his registration. Without prejudice to the foregoing, registration of the Authorised Agent shall automatically stand cancelled if :
  - (a) The Authorized Agent is or becomes a disqualified person within the meaning of a disqualified person as defined in the Rules of Racing of the Club; or

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- (b) The Authorized Agent is or becomes or is adjudicated an insolvent; or
  - (c) The LLP ceases for any reason to carry on any business or is wound up or becomes defunct or ceases to be registered as such; or
  - (d) The LLP ceases to be the Owner of any racehorse at the time of renewal each year i.e. 30<sup>th</sup> April.
- (xi) The registration of an Authorised Agent of a LLP will be cancelled at the request of the LLP, if the request is made in writing in pursuance of a resolution passed by its Partners under the applicable provisions of the LLP Act or in accordance with its LLP Agreement.
- (xii) (a) A registration fee and renewal fee of an amount as notified by the Stewards of the Club from time to time shall be payable for registration as an Owner in respect of each registered LLP and the renewal fee shall be payable annually. The Stewards of the Club shall, in their absolute discretion have the power to increase the said maximum registration and/or renewal fee to be paid by the LLP from time to time, and it shall thereupon pay such increased fees to the Club.
- (b) The registration of the LLP shall automatically stand cancelled at the discretion of the Stewards of the Club if the LLP does not own any race horse at the time of renewal each year i.e. 30<sup>th</sup> April. Notwithstanding the aforesaid, the Stewards of the Club shall be entitled at their sole discretion to extend and/ or ratify registration of a LLP which has failed to own a race horse as on 30<sup>th</sup> April each year.
- (xiii) No financial assistance will be granted by the Club to a LLP for the purchase or lease of horses for racing and/or breeding.

END

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## APPENDIX – “I”

### RULES RELATING TO OWNING AND RACING OF HORSES BY PARTNERSHIP FIRM FORMED / CONSTITUTED UNDER THE INDIAN PARTNERSHIP ACT, 1932.

1. For the purpose of these Rules “Firm” shall mean a Partnership Firm governed by the Indian Partnership Act, 1932 or under any amendment or re-enactment thereof for the time being in force (hereinafter the “said Act”) with one of its objects being to own and race horses under the Rules of Racing of a Recognized Turf Authority of India. The minimum and maximum number of Partners of a Firm shall at all times be subject to the applicable provisions of law in force from time to time and the Firm shall at all times ensure compliance of minimum and maximum number of Partners as prescribed by law, for the time being in force.
2. A Firm shall apply in the prescribed form of the Club for approval to own and race horses and such application shall be signed by all the Partners of the Firm.
3. All the Partners of the Firm must be Owners approved by the Stewards of the Club. The Stewards of the Club shall have complete discretion whether to approve a Firm to own and race horses or not and the Stewards shall not be required to give any reasons for their decision. The applicant Firm will have to furnish to the Club, together with its application form, the following documents :-
  - (a) A list of the names of the Partners of the Firm and address/ Registered address of the Firm and its Partners.
  - (b) A true certified copy of the Partnership Deed and registration number of the Firm, if registered. If the Firm is not registered, a declaration by the Partners stating that the Firm is not registered.
  - (c) Its latest Statement of Account and solvency proof given by the auditors of the Firm.
4. Before giving their approval to any Firm to own and race horses, the Stewards of the Club must be satisfied that none of the Partners of the Firm is a disqualified person under the Rules of Racing of any recognized Turf Authority and may impose upon the Firm such terms and conditions and / or require the submission of such documents as they may deem fit, including but not limited to the following :-

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- (a) The submission to the Club on or before 1<sup>st</sup> April or as early as possible thereafter, every year, a true certified copy of each of the following :-
- (i) All amendments to the Partnership Deed effected during the last twelve months ending 31<sup>st</sup> March next preceding; and
  - (ii) The latest Statement of Account and solvency proof given by the auditors of the Firm.
- (b) Information as to change (if any) in the constitution of Partners of the Firm or address/ Registered address of the Firm and its Partners, immediately on such changes taking place.
- (c) Intimations to the Club of the appointment of a Firm's "Nominated Persons" and "Authorised Agent" in the manner provided in these Rules. The Authorised Agent and Nominated Persons shall be deemed to have been duly authorised and empowered by the Firm to carry out such duties, obligations, responsibilities etc. on behalf of the Firm as provided in these rules and Rules of Racing as may be amended from time to time.
5. The Stewards of the Club may, in their absolute discretion at any time, and without assigning any reason thereof, withdraw their approval to the Firm to own and run race horses. Without prejudice to the foregoing, the Stewards of the Club shall also be entitled to withdraw their approval to the Firm to own and race horses if
- (a) any Partner of the Firm is or becomes a disqualified person under the Rules of Racing;
  - (b) the Firm fails to furnish to the Stewards of the Club, within a reasonable time, such correct information as they may demand from time to time;
  - (c) the Firm is dissolved or upon dissolution of the Partnership;
  - (d) the Authorised Agent of the Firm as hereinbelow defined is or becomes a disqualified person;
  - (e) if the business of the Firm shall cease to be to own and race horses;

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- (f) the Firm fails to ensure compliance of minimum and maximum number of Partners as hereinbefore provided; or
  - (g) any dispute(s) arise in the Firm or between its Partners and the same not being resolved by the Firm or its Partners.
6. A horse may be entered and run in the name of the Firm only and the Firm shall not own a horse(s) in co-ownership with any individual(s), company(ies), LLP(s) or Syndicate(s).
7. (a) For the purposes of these Rules, "Authorised Agent" means a person who is appointed as such by the Firm through its Nominated Members and whose appointment is approved and registered by the Stewards of the Club as provided in the rules.
- (b) The Stewards of the Club shall have absolute and complete discretion to approve and register any person as an Authorised Agent or to refuse to approve and register him as such without assigning any reason for such refusal.
8. A Firm shall be entitled to exercise the rights and powers as the Owner of a racehorse only through its Authorized Agent.
9. No horse owned by a Firm may be entered in a race or fulfill any engagements unless there is an Authorized Agent of the Firm.
10. The Stewards of the Club may at their absolute discretion at any time, and without assigning any reason thereof, withdraw their approval of any Authorized Agent and cancel his registration. Without prejudice to the foregoing, registration of the Authorised Agent shall automatically stand cancelled if :
- (a) the Authorized Agent is or becomes a disqualified person within the meaning of a disqualified person as defined in the Rules of Racing of the Club;
  - (b) the Authorized Agent is or becomes or is adjudicated an insolvent;
  - (c) the Firm ceases for any reason to carry on any business or is dissolved or becomes defunct or ceases to be registered as a Firm, (as the case may be); or
  - (d) the Firm ceases to be the Owner of any racehorse at the time of renewal each year i.e. 30<sup>th</sup> April.

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- 11 The registration of an Authorised Agent of a Firm will be cancelled at the request of the Firm, if Intimation of such request is given to the Club by the Firm through its Nominated Members ("Nominated Members" as defined hereinafter).
- 12 (a) The Firm shall nominate by written Intimation that is signed by all the Partners of the Firm to the Club, stating the names of two Partners to be the "Nominated Members" of the Firm who will be responsible for giving instructions regarding the management and running of the horse, attending to all documentation, financial transactions connected with the Firm and shall attend and depose at enquiries, as and when required. For the purposes of these Rules, "Intimation" means any written communication, correspondence etc. addressed on behalf of the Firm by its duly authorised Nominated Members (unless specified otherwise), in pursuance of the terms of the Partnership Deed of the Firm and/or the provisions of the said Act and such correspondence, communication etc. shall be deemed to have been duly authorized by all the Partners of the Firm. Further, none of the Partners of the Firm shall be entitled to raise any dispute as regards the validity of such Intimation given by the Firm to the Club at any time and the Club shall at all times be entitled to act upon such Intimation from the Firm.
- (b) One of the Nominated Members shall be designated the "Principal Member" and the other will be the "Alternate Member" and the intimation referred to in Rules 4(c) and 12(a) above shall specify such designation. The Principal Member shall be in charge of the Firm's horses and the Alternate Member will assume all the responsibilities of the Principal Member if the Principal Member is not available. The Nominated Members shall be the authorized members to carry out all necessary acts on behalf of the Firm as may be required under the Rules of Racing. Notwithstanding the responsibilities of the Nominated Members, the other Partners of the Firm shall also be equally responsible and liable to attend and depose at any enquiries or proceedings of the Club, either jointly or severally, as and when required by the Stewards of the Meeting or the Stewards of the Club

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- or the Board of Appeal. Any decision or order rendered by the Stewards of the Meeting / Stewards of the Club / Board of Appeal shall be binding on all or any Partners of the Firm irrespective of whether or not the other Partners attended before the Stewards or the Board of Appeal.
- (c) The Firm shall have the option of changing any of its Nominated Members at anytime as deemed fit. However, Intimation of such a change must be given to the Club in writing and must be signed by all the Partners of the Firm as soon as such change is effected and in any event before the 'Acceptance Stage' of the race in which the horse is due to run immediately following the effectiveness of such change.
- (d) The Firm shall give Intimation of the address, telephone and fax numbers of the Nominated Members for purpose of communication with the Club and any notices, circulars etc. shall be sent by the Club at such aforesaid address given by the Firm. Any change of address and/or telephone or fax numbers shall be communicated to the Club by the Firm, by written Intimation, immediately upon such change taking place failing which communications, notices, circular etc. sent to the previously notified address, telephone and fax numbers shall constitute valid delivery.
13. A horse owned by the Firm shall be entered and run in the name of the Firm and may be represented by such number of Partners, not exceeding four, as the Partnership Firm may notify in this behalf. The letters "PF" meaning Partnership Firm, shall be stated in brackets "()" after the name of the Firm so as to indicate that the horse is owned by a Partnership Firm.
14. All the Partners of the Firm shall be entitled to enter the paddock before the Start of the race in which the Firm's horse is running and to lead in the horse if the Firm's horse finishes first.
15. The Firm shall register its own racing colours in its name.
16. The Partners of the Firm shall be deemed to have authorized the Nominated Members with the following powers, duties and responsibilities: -



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- (a) to purchase outright or on contingency or obtain on lease horse(s) for the purpose of racing;
  - (b) to sell outright or with contingency or give on lease any horse owned by the Firm;
  - (c) to appoint an Authorized Agent for the following purposes:-
    - (i) to enter, withdraw or scratch any horse, owned by the Firm;
    - (ii) to defray such charges as are required for training, entering such horses in races, Jockey's mount fees and such other expenses as are required from the account of the Firm;
    - (iii) to apply for a name or for changing the registered name of a horse owned by the Firm, if permitted;
    - (iv) to apply for registering the racing colours of the Firm; and / or
    - (v) to carry out all such other acts/duties as permitted or required under the Rules of Racing of the Club.
17. In the event of a difference of opinion arising between the Nominated Members of the Firm, the decision of the majority of the Partners of the Firm shall prevail and be final and binding on all the Partners of the Firm. The Firm may refer the dispute to the Stewards of the Meeting or the Stewards of the Club, as the case may be, who in their discretion may consider the same but shall not be bound to do so. In the event, the Stewards of the Meeting / Stewards of the Club decide upon the matter, the decision of the Stewards of the Meeting or Stewards of the Club, as the case may be, shall be final and binding on the Firm and no appeal shall lie to the Board of Appeal from any decision of the Stewards given under this Rule and which decision may include the cancellation of the registration of the Firm by the Stewards of the Club at their sole discretion, without assigning any reason(s) for the same.
18. The account of the Firm will be maintained by the Club in the name of the Firm only and it shall be the responsibility of the Firm to do on its own any further or necessary accounting between its Partners. The Club shall not be responsible or liable

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- in any way for any financial arrangements made between the Partners of the Firm or regarding any internal management / administration of the Firm or its Partners and the Firm, in such matters, would be governed by its Partnership Deed and / or applicable provisions of the said Act or any other law for the time being in force, as the case may be.
19. (a) Should the Firm be placed on the Unpaid Forfeit List, the ban will apply to the Firm only and all the provisions relating to the Unpaid Forfeit List contained in the Rules of Racing of the Club shall be applicable to the Firm only and not to its individual Partners. The Club shall however be entitled to recover monies due / outstanding from the Firm by auction of the horse(s) belonging to the Firm.
- (b) Where any Partner of the Firm is in breach of Rule 41(n) of the Rules of Racing or is posted on the Unpaid Forfeit List for any horse/s owned wholly or partly by him, notice period of 30 days shall be given to the Firm to either call upon its Partner to pay up his/her dues or to cause such Partner to be removed from the Firm within the aforesaid notice period of 30 days, failing which, upon expiry of the notice period of 30 days, the Firm shall be liable to action under the Rules of Racing and which action shall include sale by Public Auction of the horse/s owned by the Firm. Without prejudice to the generality of the foregoing, the Stewards of the Club shall have power to take action against such Firm as they may in their absolute discretion think fit and which action may include withdrawal of the approval granted to the Firm to own and race horses and/or cancel the registration of the Firm to own and run race horses.
20. No horse owned by the Firm may be entered in a race or fulfill any engagement unless the terms and conditions applicable to a Firm have been complied with.
21. It is also clarified that none of the provisions herein contained affect or derogate from the powers of the Stewards of the Meeting / Stewards of the Club contained in the Rules of Racing and Articles of Association of this Club. Without prejudice to the generality of the foregoing, the Stewards of the Meeting and the

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Stewards of the Club have the power to decide on all or any matters pertaining to Firm and the Club and their decision in the matter shall be final and binding on all concerned. The Stewards of the Meeting / Stewards of the Club shall not be required to give any reasons for their decision given in any matter. If any question arises which, in the opinion of the Stewards of the Club is not provided for by these Rules, the Stewards of the Club shall be entitled to take their decision in the matter and incorporate such further Rules as may be required from time to time.

22. The Stewards of the Club have power to add, modify, delete or amend at any time and at their sole discretion the Rules contained herein and all the Partners of the Firm shall be deemed to have agreed to be bound by such amendment or alteration.
23. (a) A registration fee and renewal fee of an amount as notified by the Stewards of the Club from time to time shall be payable for registration as an Owner in respect of each Firm which is permitted to be registered by the Club to own and run race horses and the renewal fee shall be payable annually by the Firm. The Stewards of the Club shall, in their absolute discretion have the power to increase the said registration fee and/or renewal fee to be paid by the Firm from time to time, and the Firm shall thereupon pay such increased fees to the Club. The registration fee and the annual renewal fee shall be non-refundable and shall stand forfeited in the event the registration of the Firm stands cancelled for any reason whatsoever. The registration fee and the first annual fee shall be payable by the Firm within the time specified in the intimation sent by the Club to the Firm upon the Stewards of the Club permitting registration of the proposed Firm to own and run race horses under its Rules  
  
(b) The registration of the Firm to own and run race horses shall stand cancelled at the discretion of the Stewards if the Firm does not own any race horse at the time of renewal each year i.e. 30<sup>th</sup> April. Notwithstanding the aforesaid, the Stewards of the Club shall be entitled at their sole discretion to extend and/ or ratify registration of a Firm which has failed to own a race horse as on 30<sup>th</sup> April each year.
24. No financial assistance will be granted by the Club to the Firm for the purchase or lease of horses for racing and/or breeding.



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## APPENDIX – “J”

### RULES RELATING TO OWNING AND RACING OF HORSES BY TRUSTS (Private / Public).

1. For the purpose of these Rules “Trust” shall mean a Private or Public Trust having as one of its objects to own and race horses under the Rules of Racing of a Recognized Turf Authority of India. The Trust / Trustees of a Trust shall at all times be subject to the applicable provisions of law in force from time to time and shall at all times ensure compliance of the same.
2. A Trust shall apply in the prescribed form of the Club for approval to own and race horses and such application shall be signed by all the Trustees of the Trust. The term “Trust” shall include its “Trustees” wherever the context of the rules so require.
3. The Trust and / or its Trustees, as the Stewards of the Club may at their sole discretion decide, must be Owners approved by the Stewards of the Club. The Stewards of the Club shall have complete discretion whether to approve a Trust to own and race horses or not and the Stewards shall not be required to give any reasons for their decision. The Stewards of the Club may grant approval to the Trust to own and run race horses for specified period only and on terms that may be stipulated by the Stewards of the Club. The applicant Trust will have to furnish to the Club, together with its application form, the following documents :-
  - (a) A list of the names of the Trustees of the Trust and address/ registered address of the Trust and its Trustees.
  - (b) A true certified copy of the Trust Deed and registration number of the Trust, if registered. If the Trust is not registered, a declaration by the Trustees stating that the Trust is not registered under the applicable Act.
  - (c) Its latest Statement of Account and solvency proof given by the auditors of the Trust.
4. Before giving their approval to any Trust to own and race horses, the Stewards of the Club must be satisfied that none of the Trustees of the Trust is a disqualified person under the Rules of Racing of any recognized Turf Authority and may impose upon the Trust such terms and conditions and / or require the submission of such documents as they may deem fit, including but not limited to the following :-

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- (a) The submission to the Club on or before 1<sup>st</sup> April or as early as possible thereafter, every year, a true certified copy of each of the following :-
- (i) All amendments to the Trust Deed effected during the last twelve months ending 31<sup>st</sup> March next preceding; and
  - (ii) The latest Statement of Account and solvency proof given by the auditors of the Trust.
- (b) Information as to change (if any) in the constitution of Trustees of the Trust or address / registered address of the Trust / Trustees, immediately on such changes taking place.
- (c) Intimation to the Club of the appointment of “Nominated Persons” and “Authorised Agent” of the Trust in the manner provided in these Rules. The Authorised Agent and Nominated Persons shall be deemed to have been duly authorised and empowered by the Trust to carry out such duties, obligations, responsibilities etc. on behalf of the Trust as provided in these rules and Rules of Racing as may be amended from time to time.
5. The Stewards of the Club may, in their absolute discretion at any time, and without assigning any reason thereof, withdraw their approval to the Trust and / or its Trustees to own and run race horses. Without prejudice to the foregoing, the Stewards of the Club shall also be entitled to withdraw their approval to the Trust to own and race horses if :
- (a) any Trustee of the Trust is or becomes a disqualified person under the Rules of Racing;
  - (b) the Trust fails to furnish to the Stewards of the Club, within a reasonable time, such correct information as they may demand from time to time;
  - (c) the funds / assets of the Trust are transferred to another Trust;
  - (d) the Authorised Agent of the Trust as hereinbelow defined is or becomes a disqualified person;

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- (e) if the object of the Trust shall cease to be to own and race horses;
  - (f) the Trust fails to ensure compliance of any applicable provisions of law; or
  - (g) any dispute(s) arise in the Trust or between its Trustees and the same not being resolved by the Trust or its Trustees.
6. A horse may be entered and run in the name of the Trust only and the Trust shall not own a horse(s) in co-ownership with any individual(s), company(s), LLP(s) or Syndicate(s) or other legal entity that may be approved by the Stewards of the Club.
7. (a) For the purposes of these Rules, “Authorised Agent” means a person who is appointed as such by the Trust / Trustees through its Nominated Members and whose appointment is approved and registered by the Stewards of the Club as provided in the rules.
- (b) The Stewards of the Club shall have absolute and complete discretion to approve and register any person as an Authorised Agent or to refuse to approve and register him as such without assigning any reason for such refusal.
8. A Trust shall be entitled to exercise the rights and powers as the Owner of a racehorse only through its Authorized Agent.
9. No horse owned by a Trust may be entered in a race or fulfill any engagements unless there is an Authorized Agent of the Trust.
10. The Stewards of the Club may at their absolute discretion at any time, and without assigning any reason thereof, withdraw their approval of any Authorized Agent and cancel his registration. Without prejudice to the foregoing, registration of the Authorised Agent shall automatically stand cancelled if :
- (a) the Authorized Agent is or becomes a disqualified person within the meaning of a disqualified person as defined in the Rules of Racing of the Club;
  - (b) the Authorized Agent is or becomes or is adjudicated an insolvent;
  - (c) the Trust ceases by virtue of transfer of its funds / assets etc. to another Trust or becomes defunct; or
  - (d) the Trust ceases to be the Owner of any racehorse at the time of renewal each year i.e. 30<sup>th</sup> April.

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11. The registration of an Authorised Agent of a Trust will be cancelled at the request of the Trust, if Intimation of such request is given to the Club by the Trust through its Nominated Members ("Nominated Members" as defined hereinafter).
  12. (a) The Trust shall nominate by written Intimation to the Club which is signed by all the Trustees of the Trust stating the names of two Trustees to be the "Nominated Members" of the Trust who will be responsible for giving instructions regarding the management and running of the horse, attending to all documentation, financial transactions connected with the Trust and shall attend and depose at enquiries, as and when required. For the purposes of these Rules, "Intimation" means any written communication, correspondence etc. addressed on behalf of the Trust by its duly authorised Nominated Members (unless specified otherwise) and such correspondence, communication etc. shall be deemed to have been duly authorized by all the Trustees of the Trust. Further, none of the Trustees of the Trust shall be entitled to raise any dispute as regards the validity of such Intimation given by the Trust to the Club at any time and the Club shall at all times be entitled to act upon such Intimation from the Trust.
  - (b) One of the Nominated Members shall be designated the "Principal Member" and the other will be the "Alternate Member" and the intimation referred to in these rules, including Rules 4(c) and 12(a) above, shall specify such designation. The Principal Member shall be in charge of the horses of the Trust and the Alternate Member will assume all the responsibilities of the Principal Member if the Principal Member is not available. The Nominated Members shall be the authorized members to carry out all necessary acts on behalf of the Trust as may be required under the Rules of Racing. Notwithstanding the responsibilities of the Nominated Members, the other Trustees of the Trust shall also be equally responsible and liable to attend and depose at any enquiries or proceedings of the Club, either jointly or severally, as and when required by the Stewards of the Meeting or the Stewards of the Club or the Board of Appeal.

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- (c) Any decision or order rendered by the Stewards of the Meeting / Stewards of the Club / Board of Appeal shall be binding on the Trust as also on all or any Trustees of the Trust as applicable, irrespective of whether or not the other Trustees attended before the Stewards or the Board of Appeal.
  - (c) The Trust shall have the option of changing any of its Nominated Members at anytime as deemed fit. However, Intimation of such a change must be given to the Club in writing and must be signed by all the Trustees of the Trust as soon as such change is effected and in any event before the 'Acceptance Stage' of the race in which the horse is due to run immediately following the effectiveness of such change.
  - (d) The Trust shall give Intimation of the address, telephone and fax numbers of the Nominated Members for purpose of communication with the Club and any notices, circulars etc. shall be sent by the Club at such aforesaid address given by the Trust. Any change of address and/or telephone or fax numbers shall be communicated to the Club by the Trust, by written Intimation, immediately upon such change taking place failing which communications, notices, circular etc. sent to the previously notified address, telephone and fax numbers shall constitute valid delivery.
13. A horse owned by the Trust shall be entered and run in the name of the Trust and may be represented by such number of Trustees, not exceeding four, as the Trust may notify in this behalf.
  14. All the Trustees of the Trust shall be entitled to enter the paddock before the Start of the race in which the horse of the Trust is running and to lead in the horse if the horse of the Trust finishes first.
  15. The Trust shall register its own racing colours in its name.
  16. The Trustees of the Trust shall be deemed to have authorized the Nominated Members with the following powers, duties and responsibilities: -

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- (a) to purchase outright or on contingency or obtain on lease horse(s) for the purpose of racing;
  - (b) to sell outright or with contingency or give on lease any horse owned by the Trust;
  - (c) to appoint an Authorized Agent for the following purposes:-
    - (i) to enter, withdraw or scratch any horse, owned by the Trust;
    - (ii) to defray such charges as are required for training, entering such horses in races, Jockey's mount fees and such other expenses as are required from the account of the Trust;
    - (iii) to apply for a name or for changing the registered name of a horse owned by the Trust, if permitted;
    - (iv) to apply for registering the racing colours of the Trust; and / or
    - (v) to carry out all such other acts/duties as permitted or required under the Rules of Racing of the Club.
17. In the event of a difference of opinion arising between the Nominated Members of the Trust, the decision of the majority of the Trustees of the Trust shall prevail and be final and binding on all the Trustees of the Trust. The Trust may refer the dispute to the Stewards of the Meeting or the Stewards of the Club, as the case may be, who in their discretion may consider the same but shall not be bound to do so. In the event, the Stewards of the Meeting / Stewards of the Club decide upon the matter, the decision of the Stewards of the Meeting or Stewards of the Club, as the case may be, shall be final and binding on the Trust. No appeal shall lie to the Board of Appeal from any decision of the Stewards given under this Rule and which decision may include the cancellation of the registration of the Trust to own and run race horses. The Stewards of the Club shall be entitled to decide any matter at their sole discretion and shall not be required to give any reasons for their decision in a matter.

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18. The account of the Trust will be maintained by the Club in the name of the Trust only. The Club shall not be responsible or liable in any way for any financial arrangements made or regarding any internal management / administration of the Trust or its Trustees.
  19. (a) Should the Trust be placed on the Unpaid Forfeit List, the ban will apply to the Trust only and all the provisions relating to the Unpaid Forfeit List contained in the Rules of Racing of the Club shall be applicable to the Trust only and not to its individual Trustees. The Club shall however be entitled to recover monies due / outstanding from the Trust by auction of the horse(s) belonging to the Trust.  
  
(b) Where any Trustee of the Trust is in breach of Rule 41(n) of the Rules of Racing or is posted on the Unpaid Forfeit List for any horse/s owned wholly or partly by him, notice period of 30 days shall be given to the Trust to either call upon its Trustee to pay up his/her dues or to cause such Trustee to be removed from the Trust within the aforesaid notice period of 30 days, failing which, upon expiry of the notice period of 30 days, the Trust shall be liable to action under the Rules of Racing and which action shall include sale by Public Auction of the horse/s owned by the Trust. Without prejudice to the generality of the foregoing, the Stewards of the Club shall have power to take action against such Trust as they may in their absolute discretion think fit and which action may include withdrawal of the approval granted to the Trust to own and race horses and/or cancel the registration of the Trust to own and run race horses.
  20. No horse owned by the Trust may be entered in a race or fulfill any engagement unless the terms and conditions applicable to a Trust have been complied with.
  21. It is also clarified that none of the provisions herein contained affect or derogate from the powers of the Stewards of the Meeting / Stewards of the Club contained in the Rules of Racing and Articles of Association of this Club. Without prejudice to the generality of the foregoing, the Stewards of the Meeting and the Stewards of the Club have the power to decide on all or any matters pertaining to Trust and the Club and their decision in the

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matter shall be final and binding on all concerned. The Stewards of the Meeting / Stewards of the Club shall not be required to give any reasons for their decision given in any matter. If any question arises which, in the opinion of the Stewards of the Club is not provided for by these Rules, the Stewards of the Club shall be entitled to take their decision in the matter and incorporate such further Rules as may be required from time to time.

22. The Stewards of the Club have power to add, modify, delete or amend at any time and at their sole discretion the Rules contained herein and all the Trustees of the Trust shall be deemed to have agreed to be bound by such amendment or alteration which shall apply to the Trust.
23. (a) A registration fee and renewal fee of an amount as notified by the Stewards of the Club from time to time shall be payable for registration as an Owner in respect of each Trust which is permitted to be registered by the Club to own and run race horses and the renewal fee shall be payable annually by the Trust. The Stewards of the Club shall, in their absolute discretion have the power to increase the said registration fee and/or renewal fee to be paid by the Trust from time to time, and the Trust shall thereupon pay such increased fees to the Club. The registration fee and the annual renewal fee shall be non-refundable and shall stand forfeited in the event the registration of the Trust stands cancelled for any reason whatsoever. The registration fee and the first annual fee shall be payable by the Trust within the time specified in the intimation sent by the Club to the Trust upon the Stewards of the Club permitting registration of the proposed Trust to own and run race horses under its Rules.  
  
(b) The registration of the Trust to own and run race horses shall stand cancelled at the discretion of the Stewards if the Trust does not own any race horse at the time of renewal each year i.e. 30<sup>th</sup> April. Notwithstanding the aforesaid, the Stewards of the Club shall be entitled at their sole discretion to extend and/ or ratify registration of a Trust which has failed to own a race horse as on 30<sup>th</sup> April each year.
24. No financial assistance will be granted by the Club to the Trust for the purchase or lease of horses for racing and/or breeding.

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