**CAS 2019/A/6160 Cristóbal Màrquez Crespo v. FC Karpaty Lviv & FIFA**

# ARBITRAL AWARD

**delivered by the**

# COURT OF ARBITRATION FOR SPORT

**sitting in the following composition:**

Sole Arbitrator: Mr Manfred Nan, Attorney-at-Law, Arnhem, the Netherlands

**in the arbitration between**

**Mr Cristóbal Márquez Crespo**, Madrid, Spain

Represented by Mr Iñigo de Lacalle Baigorri and Mr Juan Ignacio Triguero Gea, Attorneys-at-Law, Senn Ferrero Asociados Sports & Entertainment S.L.P., Madrid, Spain

**- Appellant -**

**and**

**Football Club Karpaty Lviv**, Lviv, Ukraine

Represented by Mr Jorge Ibarrola and Ms Monia Karmass, Attorneys-at-Law, Libra Law, Lausanne, Switzerland

**- First Respondent -**

&

**Fédération Internationale de Football Association (FIFA)**, Zurich, Switzerland

Represented by Mr Saverio Paolo Spera, Legal Counsel Players' Status Department, Ms Audrey Cech, Legal Counsel Litigation Department and Mr Matthijs Withagen, Group Leader / Legal Counsel Players' Status Department, FIFA, Zurich, Switzerland

**- Second Respondent -**

## I. PARTIES

1. The Appellant, Mr Cristóbal Márquez Crespo (the "Player"), is a football player of Spanish nationality, currently playing in the Spanish Second Division.

2. The First Respondent, Football Club Karpaty Lviv (the "Club"), is a professional football club currently playing in the Ukrain Football Premier league which is the highest football league in Ukraine. The Club is registered with the Football Federation of Ukraine (the "FFU"), which in turn is a member of the *Fédération Internationale de Football Association.*

3. The Second Respondent, the *Fédération Internationale de Football Association* ("FIFA"), is the global governing body of football with its registered office in Zurich, Switzerland. FIFA exercises regulatory, supervisory and disciplinary functions over national associations, clubs, officials and players worldwide.

4. The Player, the Club and FIFA are hereinafter jointly referred to as the "Parties".

## II. INTRODUCTION

5. The present appeal arbitration proceedings concern an appeal brought by the Player against the decision of the Dispute Resolution Chamber of FIFA (the "FIFA DRC") dated 15 November 2018 (the "Appealed Decision"), by means of which the Player's claim that the Club be ordered to pay him an amount of EUR 516,884, plus 5% interest for failing to comply with the content of a settlement agreement, was declared inadmissible.

## III. FACTUAL BACKGROUND

6. Below is a summary of the main relevant facts, as established on the basis of the Parties' written submissions, the evidence examined in the course of the present appeal arbitration proceedings and the hearing. This background information is set out for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion in the section on the merits.

### A. Background Facts

7. On 15 July 2011, the Player and the Club entered into an employment contract (the "Employment Contract") valid for a period of 3 years, i.e. until 30 June 2014.

8. On 17 July 2013, following a claim filed by the Player against the Club because the payment of his salary at the end of 2011 allegedly remained outstanding, the Dispute Resolution Chamber of the FFU (the "FFU DRC") rendered its decision (the "FFU DRC Decision"), *inter alia*, awarding the Player EUR 596,904,85, i.e. the sum of EUR 456,654,25 (for outstanding remuneration and expenses) and EUR 140,250.60 (as compensation for breach of contract by the Club).

9. As no appeal was lodged against the FFU DRC Decision to the Court of Arbitration for Sport (the "CAS"), the FFU DRC Decision became final and binding.

10. On 4 August 2016, the Control and Disciplinary Committee of the FFU (the "FFU CDC") rendered a decision (the "FFU CDC Decision"), *inter alia*, applying disciplinary sanctions on the Club because of the non-payment of the amounts due to the Player.

11. On 28 July 2017, the Player and the Club entered into an agreement headed "*Agreement On the order of performance of the decision of the Dispute Resolution Chamber of the Football Federation of Ukraine dated 17.03.2013 (Settlement Agreement)*" (the "Settlement Agreement").

12. The Settlement Agreement contains, *inter alia*, the following relevant terms:

> "[…] *with the purpose of execution of the* [FFU DRC Decision], *on the basis of which the Club is obliged to settle the debt before the* [Player] *in the amount of 456 654,00 Euro* […], *and a compensation in the amount of 140 230,00 Euro* […], *as well as prevention of application of the sanction to the Club, as set out in the* [FFU CDC Decision] *in the matter concerning failure by the Club to execute the* [FFU DRC Decision], *or other sanctions, have entered into this Settlement Agreement on the following:*
>
> ***1.*** *The Club confirms that as of the date of conclusion of this Settlement Agreement, the DRC Decision is not executed, and the amounts indicated therein have not been paid to the* [Player] *in any way.*
>
> ***2.*** *Taking into account the dire economic situation for the football clubs in Ukraine and for the Club in particular, in order to balance the interests and capabilities of the Parties, for the purpose of satisfying financial demands of the* [Player] *on the one hand, and to ensure uninterrupted operation of the Club in the system of organized football on the other hand, the Parties have agreed to determine the order of execution of the DRC Decision on the basis of compromise terms as set out in this Settlement Agreement.*
>
> ***3.*** *On the basis of para. 2 of this Settlement Agreement, the Parties have agreed that the overall amount of debt of the Club before the* [Player], *determined earlier by the DRC Decision, shall be set by the parties in the amount of the equivalent of* ***300 000,00 Euro*** […], *hereinafter – the Debt.*
>
> ***4.*** *The Club undertakes an obligation to pay the Debt in 24 installments during the period of 24 months by means of transferring of the relevant parts of the Debt to the bank account of the* [Player]*:* […]
>
> *in accordance with the following schedule*
>
> *1) Equivalent of 30,000 Euro* […] *– not later than 15.08.2017;*
> *2) Equivalent of 10,000 Euro* […] *– not later than 15.09.2017;*
> *3) Equivalent of 10,000 Euro* […] *– not later than 15.10.2017;*
> *4) Equivalent of 10,000 Euro* […] *– not later than 15.11.2017;*
> *5) Equivalent of 10,000 Euro* […] *– not later than 15.12.2017;*
> *6) Equivalent of 10,000 Euro* […] *– not later than 15.01.2018;*
> *7) Equivalent of 10,000 Euro* […] *– not later than 15.02.2018;*
> *8) Equivalent of 10,000 Euro* […] *– not later than 15.03.2018;*
> *9) Equivalent of 12,500 Euro* […] *– not later than 15.04.2018;*
> *10) Equivalent of 12,500 Euro* […] *– not later than 15.05.2018;*

11) *Equivalent of 12,500 Euro* […] *– not later than 15.06.2018;*
12) *Equivalent of 12,500 Euro* […] *– not later than 15.07.2018;*
13) *Equivalent of 12,500 Euro* […] *– not later than 15.08.2018;*
14) *Equivalent of 12,500 Euro* […] *– not later than 15.09.2018;*
15) *Equivalent of 12,500 Euro* […] *– not later than 15.10.2018;*
16) *Equivalent of 12,500 Euro* […] *– not later than 15.11.2018;*
17) *Equivalent of 12,500 Euro* […] *– not later than 15.12.2018;*
18) *Equivalent of 12,500 Euro* […] *– not later than 15.01.2019;*
19) *Equivalent of 12,500 Euro* […] *– not later than 15.02.2019;*
20) *Equivalent of 12,500 Euro* […] *– not later than 15.03.2019;*
21) *Equivalent of 12,500 Euro* […] *– not later than 15.04.2019;*
22) *Equivalent of 12,500 Euro* […] *– not later than 15.05.2019;*
23) *Equivalent of 12,500 Euro* […] *– not later than 15.06.2019;*
24) *Equivalent of 12,500 Euro* […] *– not later than 15.07.2019.*

[…]

***8.*** *In the event that the Club delays the payment of the first payment, or any 2 (two) consecutive payments set out in para 4 of this Settlement Agreement:*

1) *the Club shall pay to the* [Player] *as per his demand a fine* […]

*and/or (separately from payment of the fine in the relevant amount)*

2) *the* [Player] *shall have the right to terminate this Settlement Agreement, as a consequence of which the Club shall be obliged to pay the amounts specified by the DRC Decision reduced for the amounts already paid under the present Settlement Agreement as of the moment of the receipt by the Club of the* [Player's] *respective demand.*

***9.*** *By entering into this Settlement Agreement, the* [Player] *retains all of his rights and abilities to take any legal measures aimed at protection of his legal rights in the event the Club violates its terms. Disputes related to this Settlement Agreement shall be settled by the Parties by way of negotiations, and in the event no agreement can be reached – in the FIFA Dispute Resolution Chamber, with the possibility to appeal its decisions to CAS, with Swiss law as applicable law.*

[…]

***12.*** *This Settlement Agreement shall be submitted for approval to the FFU CDC by the Parties as an annex to a joint motion by the Parties on termination of the proceedings in the case on* [sic] *failure by the Club to execute the DRC Decision under Article 72(1)(1) of the FFU Disciplinary Rules, but not earlier than the receipt by the* [Player] *of the first payment under para 4 of this Settlement Agreement. At the same time, the* [Player] *will provide the necessary requests to the FFU CDC to postpone consideration of the above-mentioned proceedings for the required period.*

***13.*** *This Settlement Agreement is concluded between the parties upon mediation of the FFU, and hence it is affirmed by the signature of the Secretary General of the FFU and FFU official seal.*" (emphasis in original)

13. The Parties do not dispute that the Club paid the first six out of a total of 24 instalments to the Player (i.e. up until January 2018), comprising an amount of EUR 80,000, although such payments were delayed and only made after various default letters were sent by the Player.

14. On 12 March 2018 and 12 April 2018, the Player put the Club in default concerning the latter's failure to comply with its payment obligations pursuant to the Settlement Agreement.

15. On 25 April 2018, the Player unilaterally terminated the Settlement Agreement in accordance with Clause 8(2) thereof because the instalments falling due on 15 February, 15 March and 15 April 2018 remained outstanding, and requested to be paid the total amount of EUR 516,884, i.e. the difference between EUR 596,884 as "*the amounts specified by the DRC Decision*" and EUR 80,000 as the amount the Club had already paid under the Settlement Agreement.

16. On 2 May 2018, the Club replied to the Player acknowledging that he had "*acquired the right* […] *to terminate"* the Settlement Agreement and confirming their "*resolute intention to return to the schedule of payments in course of May – beginning of June 2018*" and to pay interest on the delayed payments. However, with the same correspondence, the Club disagreed on the amount claimed by the Player, pointing out that, instead, its indebtedness towards him was "*approximately equal to*" EUR 211,500.

**B. Proceedings before the FIFA DRC**

17. On 16 May 2018, the Player lodged a claim against the Club before the FIFA DRC, claiming the total amount of EUR 516,884, plus 5% interest *p.a.* as from 26 April 2018 until the date of effective payment. The Player also requested the reimbursement of legal costs and expenses.

18. The Club acknowledged being in debt to the Player for the total amount of EUR 516,884,85, and recognised the Player's right to terminate the Settlement Agreement, expressing its hope to reach an amicable settlement with the Player before the matter would be decided by the FIFA DRC.

19. On 15 November 2018, the FIFA DRCissued the Appealed Decision, with the following operative part:

    "*1. The claim of the* [Player] *is inadmissible.*"

20. On 11 February 2019, the grounds of the Appealed Decision were communicated to the parties by email, determining, *inter alia*, as follows:

    - "[T]*he members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and confirmed that in accordance with art. 24 par. 1 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (edition 2018), the Dispute Resolution Chamber would, in principle, be competent to deal with the matter at stake, insofar as it would concern an employment-related dispute, between a Spanish player and a Ukranian club.*

    - [T]he *DRC recalled that the present claim stems from the* [Club's] *alleged failure to comply with the obligations enshrined in a settlement agreement signed in July 2017, which – according to its preamble – had the "purpose of execution of the* [FFU DRC Decision]*" of 2013.*

- *Moreover, the members of the Chamber acknowledged that the above-mentioned agreement established the amount at which the parties agreed to settle the* [Club]*'s pending debt and provided, inter alia, that – in case the* [Club] *failed to observe the schedule of payments outlined therein – the* [Player] *would have the right to terminate the agreement and, as a consequence, the* [Club] *would be obliged to pay the "amounts specified by the* [FFU DRC Decision] *reduced for the amounts already paid".*

- *In other words, the DRC recalled, a national Dispute Resolution Chamber had already been called upon deciding on the financial consequences of the* [Club's] *stance in relation to the original employment relationship between the parties.*

- […] *Moreover, the members of the Chamber recalled that the* [FFU DRC Decision] *rendered* […] *on 17 July 2013 was final and binding.*

- *In light of the above, and considering the literal tenor of the settlement agreement signed by the parties on 28 July 2017, it appeared to the members of the Chamber that, de facto, the purpose of the present claim was to execute a decision rendered by the DRC of the FFU on the parties' employment relationship.*

- *With the aforementioned considerations in mind, the DRC wished to recall the principle 'electa una via non datur recursus ad alteram' which establishes that any party who has chosen a forum in order to seek recourse cannot thereafter seek recourse in another. Equally, according to the principle 'venire contra factum proprium non valet', a party may not set himself in contradiction with his previous conduct.*

- *In view of the above, the members of the Chamber were of the unanimous opinion that they were not in a position to entertain the claim of the* [Player]. *Indeed, as was previously mentioned, the* [Player] *sought recourse in front of the DRC of the FFU in relation to his employment relationship with the* [Club], *thereby recognising the latter deciding body's jurisdiction. In this respect, the Chamber highlighted that, although the parties entered into a subsequent settlement agreement, said document – as its content, in particular the preamble, unequivocally pointed out – had clearly the purpose of executing the findings of the decision of the DRC of the FFU of 17 July 2013.*

- *Along those lines, the Chamber deemed it important to underline that the practice to have a case heard by a decision-making body, with the aim to get the most favourable judgement, known as "forum shopping", cannot be upheld by the Chamber. In other words, once a party has chosen a competent decision-making body to adjudicate its claims in relation to a specific employment relationship, said party is precluded to seek recourse from the DRC. Indeed, if a party chooses to pursue the defence of his rights at national level, the said party should proceed that way.*

- *Taking into account all the foregoing considerations, the Chamber decided that it is not competent to deal with the claim lodged by the* [Player]."

## IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

21. On 21 February 2019, the Player lodged a Statement of Appeal with the Court of Arbitration for Sport (the "CAS") in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (2019 edition) (the "CAS Code"). In this submission, the Player requested that the the arbitration be decided by a sole arbitrator. Furthermore, the Player applied for legal aid.

22. On 4 March 2019, FIFA agreed to refer the present dispute to a sole arbitrator, "*provided that an experienced arbitrator from the "football list" is entrusted with this task".* The Club did not file any position on this issue.

23. On 29 March 2019, the Player filed his Appeal Brief, in accordance with Article R51 of the CAS Code.

24. On 23 April 2019, the CAS Court Office, *inter alia*, informed the Parties that the Player had been granted legal aid by the Legal Aid Commission of the International Council of Arbitration for Sport ("ICAS").

25. On 15 May 2019, the Club filed its Answer, in accordance with Article R55 of the CAS Code.

26. On 16 May 2019, and after none of the Parties filed a challenge pursuant to Article R34 of the CAS Code regarding a disclosure made by Mr Nan transmitted to them on 2 May 2019, the CAS Court Office informed the Parties that the arbitral tribunal appointed by the President of the Appeals Arbitration Division to decide the present matter pursuant to Article R54 of the CAS Code was constituted as follows:

    - Sole Arbitrator: Mr Manfred Nan, Attorney-at-Law in Arnhem, the Netherlands

27. On 20 May 2019, FIFA filed its Answer, in accordance with Article R55 of the CAS Code.

28. On 27 May 2019 and 3 June 2019 respectively, the Player indicated that he considered it necessary to hold a hearing, whereas FIFA and the Club informed the CAS Court Office of their preference for an award to be rendered on the basis of the Parties' written submissions only.

29. On 4 June 2019, on behalf of the Sole Arbitrator and pursuant to Article R57 of the CAS Code, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a hearing. Furthermore, and pursuant to Article R44.3 of the CAS Code, the Player was invited to file a copy of the Employment Contract concluded between him and the Club.

30. On 11 June 2019, the Player filed the requested document.

31. On 27 June 2019, on behalf of the Sole Arbitrator and due to the unavailabilities of the Parties to be available for a hearing on six suggested dates in June 2019 and six suggested dates in August 2019, the CAS Court Office ultimately confirmed the hearing date of 10 September 2019.

32. On 26 August 2019, the CAS Court Office sent the Parties the Order of Procedure, which was duly signed and returned on 27 August 2019, 28 August 2019 and 2 September 2019 by the Player, FIFA and the Club, respectively.

33. On 10 September 2019, a hearing was held in Lausanne, Switzerland. At the outset of the hearing, all Parties confirmed that they did not have any objections as to the constitution and composition of the arbitral tribunal.

34. In addition to the Sole Arbitrator, and Ms Kendra Magraw, CAS Counsel, the following persons attended the hearing:

    a) For the Player:

        1) Mr Cristóbal Márquez Crespo, the Player;
        2) Mr Iñigo de Lacalle Baigorri, Counsel;
        3) Mr Juan Ignacio Triguero Gea, Counsel.

    b) For the Club:

        1) Mr Jorge Ibarrola, Counsel;
        2) Ms Mona Karmass, Co-Counsel;
        3) Mr Robrecht Sauter, Observer/Intern Libra Law;
        4) Ms Maud Jayet, Observer/Intern Libra Law.

    c) For FIFA:

        1) Ms Audrey Cech, Legal Counsel, Litigation Department;
        2) Mr Saverio Spera, Legal Counsel, Players' Status Department;
        3) Mr Matthijs Withagen, Group Leader / Legal Counsel, Players' Status Department.

35. None of the Parties objected to the attendance of Mr Sauter and Ms Jayet at the hearing.

36. The Sole Arbitrator heard the evidence of the Player, who was invited by the Sole Arbitrator to tell the truth subject to the sanctions of perjury under Swiss law. All of the Parties and the Sole Arbitrator had the opportunity to examine and cross-examine the Player.

37. All of the Parties had the full opportunity to present their cases, submit their arguments and answer the questions posed by the Sole Arbitrator.

38. Before the hearing was concluded, all Parties expressly stated that they did not have any objection with the procedure adopted by the Sole Arbitrator and that their right to be heard had been respected.

39. The Sole Arbitrator confirms that he carefully took into account all of the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present award.

## V. SUBMISSIONS OF THE PARTIES

### A. The Player

40. The Player submitted the following requests for relief:

"**A.-** ***Sets aside the Decision adopted by the Dispute Resolution Chamber of FIFA of November 15th, 2018,*** *(whose grounds where* [sic] *notified on February 11th, 2019, Ref.- No 18-00980/ssp).*

**B.-** ***Orders FC Karpaty Lviv to proceed with the payment of FIVE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED AND EIGHT*** **[sic]** ***FOUR EUROS (€516,884.00) plus a five percent (5%) interest per annum on said amount applied from April 26th, 2018, until the date of full payment.***

**C.-** *In the alternative to point B) above,* ***to rule that the FIFA Dispute Resolution Chamber has jurisdiction to decide over the matter at hand and to refer the matter back to the FIFA DRC for a decision on the merits.***

**D.-** ***To pay the costs and other expenses of this arbitration (if any)*** *arising from this proceeding.*" (emphasis in original)

41. The Player summarised his Appeal Brief as follows:

- "*The FIFA DRC has jurisdiction to enter into merits of the Claim filed by the Player for breach of the Settlement Agreement since both parties expressly agreed to do so in accordance with Clause 9 of Settlement;*

- *The principles invoked by the FIFA DRC ("forum shopping" practice, "Venire contra factum propium non valet" and "Electa una via non datur recursus ad alteram") are clearly not applicable to the current matter and the FIFA well established jurisprudence applied said principles to disputes with a different factual background;*

- *The Settlement Agreement provisions clearly reflect that it constitutes a whole new agreement that in the event of breach was not per se enforceable and required a new decision by the FIFA/CAS in order to asses if* [the Club] *breached effectively the calendar payments and if mechanism under Clause 9 was triggered.*

- *The position of FIFA is also contrary to the venire contra factum propium and the content of FIFA Circular 1628, since FIFA has recognized in this Circular the possibility for the parties to lodge a new claim based on the breach of a settlement agreement concluded during the Disciplinary procedures arose from a decision of the FIFA DRC or PSC before any competent body mutually agreed by the parties without considering if said court decide the original dispute that gave rise to the settlement agreement;*

- *Moreover, a direct adjudication on the merits of the case is requested from the Sole Arbitrator that shall render an award on the merit of the dispute without referring the case back to FIFA in accordance with Article R.57 of the CAS Code.*

- *In sum,* [the Club] *shall be obliged to comply with the complete payment of the pending and overdue debt it currently holds with* [the Player] *in the amount of* ***€516,884,00*** […]*".*

**B. The Club**

42. The Club submitted the following requests for relief:

"*I. The Appeal filed by Mr Cristóbal Marquez Crespo against the decision issued on 15 November 2018 by the FIFA Dispute Resolution Chamber is dismissed.*

*II. The FIFA DRC decision dated 15 November 2018 is confirmed.*

*III. Mr Cristóbal Marquez Crespo shall be ordered to bear all the arbitration costs.*

*IV. Mr Cristóbal Marquez Crespo shall be ordered to pay to Limited liability company "Club of Professional Football "Karpaty" Lviv a contribution towards its legal and other costs incurred within the framework of these proceedings, in an amount to be determined at the discretion of the Sole Arbitrator.*"

43. The Club's submissions, in essence, may be summarised as follows:

- The "*FIFA DRC rightfully declared the* [Player's] *claim inadmissible*", as the Settlement Agreement was concluded to terminate the disciplinary proceedings and "*did not replace and terminate the FFU DRC Decision*".

- "[T]*he issue at stake is not about an employment-related dispute between a club and a player, but only about the enforcement of the Settlement Agreement and the collection by the* [Player] *of his claim against the* [Club] *as provided in the Settlement Agreement* […]. The Club argues that "[t]*his is not about the resolution of an employment related dispute, which has already been decided upon by the FFU DRC. Therefore, the FIFA DRC correctly considered that the* [Player] *"solely aims to execute the decision rendered by the DRC of the FFU on the parties' employment relationship".*"

- The "*FIFA DRC has no jurisdiction to enforce monetary claims, in accordance with article 22 of the FIFA Regulations on the Status and Transfer of Players*".

- The Player wrongly refers to FIFA Circular no. 1628, as the Appealed Decision "*was issued by the competent national dispute resolution chamber, the FFU DRC, and not by FIFA or by the CAS. Therefore, article 64(1) of the FIFA Disciplinary Code and the FIFA Circular no. 1628 are not relevant to the present case and FIFA DRC does not have jurisdiction over the* [Player's] *claim*".

- Furthermore, "*the parties cannot create a FIFA non-existing jurisdiction simply by integrating a clause in a Settlement Agreement*".

- As the FIFA DRC did not have jurisdiction, the CAS does not have jurisdiction to rule on the Player's claim either.

- In conclusion, there is no reason to modify the Appealed Decision.

- Only on a subsidiary basis, if "*the Sole Arbitrator reaches the conclusion that the FIFA DRC actually had jurisdiction to rule on the* [Player's] *claim, the* [Club] *suggests that, as the FIFA body has not ruled on the merits of the case, then Sole Arbitrator should prudently annul the* [Appealed Decision] *and refer the case back to the FIFA DRC, as provided by article 57(1) of the CAS Code*".

**C. FIFA**

44. FIFA submitted the following requests for relief:

"*89. To reject the Appellant's appeal in its entirety.*

*90. To confirm the decision rendered by the Dispute Resolution Chamber on 15 November 2018.*

*91. Subsidiarily, to render a declaratory decision on the case.*

*92. To order the Appellant to bear all costs incurred with the present procedure and to cover all the legal expenses of FIFA related to the present procedure.*"

45. FIFA's submissions, in essence, may be summarised as follows:

- "[T]*he fact that* [the Club] *did not challenge the DRC's competence is not relevant*", as the *"principle of Kompetenz-Kompetenz according to which a deciding body has the power to assess its own competence, is widely accepted in the doctrine and generally applies to ordinary courts as well as alternative dispute resolution mechanisms*".

- The "*jurisdictional clause*" in the Settlement Agreement, more specifically Clause 9, is "*inapplicable, as the parties' intention could not, by any means, have priority over the preservation of the systemic integrity and/or the FIFA Regulations*".

- The Player's claim is inadmissible because it "*is based on an employment dispute that the NDRC of the FFU already decided upon by means of its decision passed on 28 July 2013*".

- Based on the title, the preamble and Clauses 1, 2, 8.2 and 12 of the Settlement Agreement, "*the DRC had no reason to think that the purpose of the settlement agreement, and therefore the intention of the parties, was other than to execute the terms of the NDRC decision. In fact, the intention of the parties was clear and logical derived from the wording of the settlement agreement: if the club did not fulfil its financial obligations,* [the Player] *would be entitled to receive the amounts granted in the NDRC decision. Therefore,* […]*, the parties already chose a forum to solve the issues deriving from the employment contract between the* [Player] *and the* [Club]". As the FIFA DRC had been requested to take a decision upon the same case over which the FFU NDRC had already ruled (final and binding), the FIFA DRC could not be competent to hear the case again.

- The *"Disciplinary Committee of the FFU, on 4 August 2016, had already decided to "oblige* [the Club] *to execute the decision of the Dispute Resolution Chamber of the FFU passed on 17.07.2013". In light of the nature of the settlement agreement* […]*, with his claim,* [the Player] *requested the DRC to render a further decision on the same point. Therefore, the DRC observed that the decision rendered at local level and the decision requested with the claim lodged before FIFA met the three renowned prerequisites of identity in order for a res judicata to be configured* […]".

- To avoid 'forum shopping' and conflicting decisions, in accordance with the principle that "*electa una via non datur recurcsus ad alteram*", once a party chooses a forum

for the contractual dispute, said party cannot opt for a different one at a later stage. FIFA adds that it "*needs to prevent situations in which the DRC functions as an 'executing arm' of local courts, substantially enforcing decisions while deprived of the opportunity to examine the merits at their basis*". In addition to general principles of law such as *res judicata* and *electa una via non datur recursus ad alteram*, various international adjudicatory bodies, such as the FIFA DRC and investment arbitration tribunals, have mechanisms or regulations in place intended to prevent forum shopping.

- In continuation, "[a]*fter having opted to litigate before the* [FFU DRC]*, having obtained at local level a decision on the merits and one mandating* [the Club] *to comply with it, the* [Player] *sought the best forum to have his claim further executed. Such stance, in the opinion of the FIFA DRC, clearly amounted to a Forum Shopping practice"*. Furthermore, this behaviour is in violation of the principle "*venire contra factum proprium*", as "*the legitimate expectation induced in the counterparty is that the entirety of the legal actions brought against it is conducted at local level*".

- Subsidiarily, "*due to the binding provisions of art. 22 of the RSTP, FIFA would have lacked competence even if it had considered the settlement agreement in itself the sole legal basis of the* [Player's] *claim*". Article 22 b) of the FIFA RSTP requires an employment-related dispute and points out that the present dispute has its base only in the Settlement Agreement (being a standalone private transaction) and not in the original employment relationship.

- More subsidiarily, FIFA argues that "*in practice, all that the* [Player] *could obtain from the FIFA DRC was a declaratory decision on the lawfulness of his termination and his entitlement to the financial terms of the* [FFU DRC Decision]*, which would be enforceable via the Ukranian FA*".

- With regard to FIFA Circular no. 1628, FIFA explains that it has a "*limited scope of application, specifically and only designed for Disciplinary cases to be decided by the FIFA Disciplinary Committee*", which is not the case here.

- Overall, the FIFA DRC was correct and had no other possibility than denying the procedural admissibility of the Player's claim.

- Finally, "*should this Sole Arbitrator deem that the DRC was competent to entertain* [the Player's] *claim and should it be found that the* [Player] *lawfully terminated the settlement agreement,* [FIFA does] *not oppose to a CAS declaratory decision*".

## VI. JURISDICTION

46. Article R47 of the CAS Code reads as follows:

> "*An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of that body.*"

47. The jurisdiction of CAS derives from Article 58(1) of the FIFA Statutes (edition 2018) as it determines that "[a]*ppeals against final decisions passed by FIFA's legal bodies and against decisions passed by Confederations, Members or Leagues shall be lodged with CAS within 21 days of notification of the decision in question*" and Article R47 of the CAS Code. Furthermore, the jurisdiction of CAS (as appeal body) is confirmed by the Order of Procedure duly signed by the Parties.

48. In its Answer, the Club argues that "*the CAS jurisdiction indisputably depends on the existence of the FIFA DRC's jurisdiction to decide on the* [Player's] *claim. Second, if clause 9 was to be considered as an arbitration clause granting jurisdiction directly to the CAS, without the existence of any decision, then the claim would have been referred to the CAS Ordinary Division and not to the Appeals Arbitration Division.* […] *If the FIFA DRC has no jurisdiction, then the CAS cannot either have jurisdiction to rule on the* [Player's] *claim.*"

49. The Sole Arbitrator finds that CAS is competent to deal with the question of whether the FIFA DRC could accept jurisdiction. The Sole Arbitrator is prepared to accept that he cannot adjudicate and decide on the merits of the Player's request in case the FIFA DRC wrongfully assumed jurisdiction, but such analysis forms part of the substance of these proceedings and does not bar CAS from having jurisdiction to analyse the question of the FIFA DRC's jurisdiction.

50. Accordingly, the Sole Arbitrator will address the Club's arguments related to the jurisdiction of the FIFA DRC in the merits section below.

51. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

## VII. ADMISSIBILITY

52. The appeal was filed within the deadline of 21 days set by Article 58(1) of the FIFA Statutes. The appeal complied with all other requirements of Articles R48 and R51 of the CAS Code, including the payment of the CAS Court Office fee.

53. It follows that the appeal is admissible.

## VIII. APPLICABLE LAW

54. Article R58 of the CAS Code reads as follows:

> "*The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.*"

55. The Player argues that "[i]*n accordance with Article 57.2 of the FIFA Statutes and Clause 9 of the Settlement Agreement, the Panel shall decide the dispute in accordance with the FIFA Regulations as well as Swiss law for the merits of the dispute*".

56. FIFA maintains that "[a]*ccording to Article 57 par.2 of the FIFA Statutes, the provisions of the CAS Code shall apply to the proceedings. Pursuant to the same article, the CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law*".

57. The Club did not provide its position on the applicable law.

58. Clause 9 of the Settlement Agreement reads as follows:

> "[…] *Disputes related to this Settlement Agreement shall be settled by the Parties by way of negotiations, and in the event no agreement can be reached – in the FIFA Dispute Resolution Chamber, with the possibility to appeal its decisions to CAS, with Swiss law as applicable law.*"

59. The Sole Arbitrator observes that Article 57(2) of the FIFA Statutes stipulates the following:

> "*The provisions of the CAS Code of Sports-Related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.*"

60. The Sole Arbitrator finds that the various regulations of FIFA are primarily applicable, and that, subsidiarily, Swiss law is applicable should the need arise to fill a possible gap in the various regulations of FIFA.

## IX. MERITS

### A. The competence of the FIFA DRC

61. The Sole Arbitrator observes that Clause 9 of the Settlement Agreement provides as follows:

> "*By entering into this Settlement Agreement, the* [Player] *retains all of his rights and abilities to take any legal measures aimed at protection of his legal rights in the event the Club violates its terms. Disputes related to this Settlement Agreement shall be settled by the Parties by way of negotiations, and in the event no agreement can be reached – in the FIFA Dispute Resolution Chamber, with the possibility to appeal its decisions to CAS, with Swiss law as applicable law.*"

62. Article 3 of the FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (the "FIFA DRC Procedural Rules") provides as follows, as relevant:

> "*The Players' Status Committee and the DRC shall examine their jurisdiction, in particular in the light of arts 22 and 24 of the Regulations of the Status and Transfer of Players.* […]"

63. Article 22(b) of the FIFA RSTP reads as follows:

> "*Without prejudice to the right of any player or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear:*
>
> *b) employment-related disputes between a club and a player of an international dimension; the aforementioned parties may, however, explicitly opt in writing*

> *for such disputes to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of players and clubs.*"

64. Therefore, as rightly considered by the FIFA DRC, it "*would, in principle, be competent to deal with the matter at stake, insofar as it would concern an employment-related dispute, between a Spanish player and a Ukranian club*".

65. The FIFA DRC, however, ultimately declined jurisdiction because the purpose of the Player's claim would have been to execute the final and binding FFU DRC Decision, issued in respect of the employment-related dispute between the Player and the Club. FIFA stresses that the FIFA DRC analysed the Settlement Agreement thoroughly, and correctly considered that this is not an employment-related dispute but rather a private transaction, and as such only a recognition of a debt.

66. FIFA argues that a court should not drift away from the literal meaning of the wording chosen by the Parties in the Settlement Agreement, and refers to its title ("*Agreement on the order of performance of the* [FFU DRC Decision]") and its preamble, allegedly illustrating that the Player and the Club had signed the Settlement Agreement "*with the purpose of execution of the* [FFU DRC Decision]".

67. FIFA emphasised that the FIFA DRC had no reason to believe that the purpose of the Settlement Agreement, and therefore the intention of the Parties, was other than to execute the terms of the FFU DRC Decision, referring to the following sequence of actions taken by the Player:

> "*a. filed a claim before the NDRC of the FFU, seeking to recover monetary entitlements deriving from his employment relationship with* [the Club]*;*
>
> *b. after having obtained judicial relief from the NDRC, and in light of* [the Club's] *allegd negligent behaviour, initiated before the FFU disciplinary proceedings in order to execute the* [FFU DRC Decision];
>
> *c. obtained a decision from the Disciplinary Committee of the FFU, ordering* [the Club] *to comply with the* [FFU DRC Decision]*;*
>
> *d. signed a settlement agreement for the same purpose but terminatd it, due to* [the Club's] *alleged difficulties in complying with the schedule of payments outlined therein;*
>
> *e. lastly opted for a complete chance of strategy and lodged a claim before FIFA rather than resuming the execution of the* [FFU DRC Decision] *through the FFU's disciplinary bodies.*"

68. The Club fully supports the reasoning of FIFA.

69. Having considered the Parties' respective arguments and evidence, the Sole Arbitrator disagrees with the Respondents, because he finds that, by concluding the Settlement

Agreement, the Parties not only expressed their will to "*satisfy[… the] financial demands of the* [Player] *on the one hand, and to ensure uninterrupted operation of the Club in the system of organized football on the other hand*", but also that, "*in the event the Club delays the payment of the first payment, or any 2 (two) consecutive payments set out in para 4 of this Settlement Agreement*", the Player would be entitled to terminate the Settlement Agreement and submit a claim before "*the FIFA Dispute Resolution Chamber, with the possibility to appeal its decisions to CAS*". There was clearly a *quid pro quo*, and it was not simply the recognition of a debt.

70. The Sole Arbitrator finds that the Settlement Agreement provides clear evidence of the Parties' mutual intent to grant the Player the right to submit a claim before the FIFA DRC and to claim "*the amounts specified by the* [FFU DRC Decision] *reduced for the amounts already paid under the present Settlement Agreement*" if the Club failed to honour its obligations agreed upon in the Settlement Agreement.

71. This implies that there is no issue of "*forum shopping*" or a violation of principles as "*electa una via non datur recursus ad alteram*" or "*venire contra factum proprium*", as argued by FIFA, because **both** the Player and the Club freely and mutually agreed to abandon the jurisdiction of the FFU competent bodies, which was also affirmed by and agreed upon by the FFU in Clause 13 of the Settlement Agreement by the signature of its Secretary General. Rather, acknowledging and respecting the FFU DRC Decision, the Parties entered into a new contractual arrangement. Such new contractual arrangement was detached from the FFU DRC Decision, and merely became a self-enforceable legal instrument that, *inter alia*, prevented the Player from relying on the FFU CDC to have the FFU DRC Decision enforced. The Sole Arbitrator does not see why the Parties should be prevented from including a jurisdiction clause in favour of the FIFA DRC in such new contractual arrangement.

72. The dispute resolution clause in favour of the FIFA DRC in the Settlement Agreement trumped the previous proceedings at the FFU, even though the terms of the Settlement Agreement were finally not complied with. According to such terms, the Player can claim compensation on the basis of the final and binding FFU DRC Decision, i.e. based on the amount specifically mentioned in the Settlement Agreement and therefore enforceable.

73. The Sole Arbitrator does not agree that FIFA DRC was called upon to "execute" the FFU DRC Decision. If that had been the Parties' intention, why did the Player agree to be paid only EUR 300,000, instead of EUR 596,904.85, which was the amount the Player was entitled to based on the final and binding FFU DRC Decision? It is clear to the Sole Arbitrator that with the Settlement Agreement, the Player and the Club signed a new agreement by means of which the Player, under certain conditions, agreed to limit his undisputed claim against the Club in the amount of EUR 596,904.85 to EUR 300,000, which is approximately only half of the amount he was entitled to based on the FFU DRC Decision. In other words, this matter is not about requesting the FIFA DRC to take a decision upon the same case over which the FFU DRC had already ruled. Rather, the FIFA DRC was called upon to adjudicate and decide on the Player's claim against the Club on the sole basis of the Settlement Agreement.

74. Nevertheless, FIFA is obviously entitled to, *ex officio*, decide upon its own competence *ratione materiae*, including determining whether or not a dispute is an employment-related dispute between a club and a player of an international dimension as required by Article 22(b) of the FIFA RSTP.

75. The Sole Arbitrator notes that it is undisputed that the current dispute involves a dispute between a club and a player of an international dimension. The FIFA DRC's denial of jurisdiction in the Appealed Decision stems from the requirement that disputes must be "employment-related".

76. Indeed, the Club and FIFA argue that the present dispute has its basis only in the Settlement Agreement, being a standalone private transaction, and not in the original employment relationship.

77. The Sole Arbitrator observes that Article 22(b) of the FIFA RSTP specifically provides that the FIFA DRC is competent to hear employment-related disputes. Therefore, the question to be answered is whether the current dispute between the Player and the Club is an employment-related dispute.

78. First of all, the Sole Arbitrator notes that the wording of the mentioned provision does not limit the competence strictly to only employment-contract disputes. On the contrary, the wording suggests that this provision is to be read in a broader context, of any disputes related to employment matters between clubs and players.

79. This interpretation is also supported by CAS jurisprudence:

> "*The Sole Arbitrator observes that based on the wording of this provision (i.e.* ***employment-related disputes****), FIFA is apparently not only competent to deal with* ***employment disputes*** *between a club and a player in the narrow meaning of the term, which would refer to disputes that arose in respect of a specific employment agreement, but also in disputes between clubs and players that are* ***related to the employment****. Employment relations are much wider than employment agreements and may cover areas that are not referred to in the written employment agreement. Therefore, employment-related disputes are by all means a wider range of disputes than just disputes over employment agreements. The Sole Arbitrator finds that article 22(b) of the FIFA Regulations is therefore in principle not to be interpreted narrowly but rather the FIFA DRC and CAS, when asked to interfere through an appeal, should take into consideration the overall nature and elements of the dispute in light of the overall circumstances of the employment relations for the sake of establishing whether the dispute is related to the employment relations.*" (emphasis in original – *CAS 2015/A/3923*, para. 75 of the abstract published on the CAS website)

80. Further guidance is provided by footnote 98 to the FIFA Commentary on Article 22 of the FIFA RSTP, which indicates that "[a]*n employment-related dispute is litigation between a club and a player based on their respective rights and duties, first of all in the employment contract and subsequently, in relation to the (national and international) regulations that directly govern the relationship between the parties*".

81. The Sole Arbitrator finds that the Settlement Agreement, intended to bring about a final resolution of an employment dispute between the Parties, is still employment-related and falls within the jurisdiction *ratione materiae* of the FIFA DRC.

82. In continuation, the Sole Arbitrator notes that the Club did not object to the competence of FIFA before the FIFA DRC, which should have made the FIFA DRC reluctant to go against the mutual desire of the Parties to have their dispute adjudicated by the FIFA DRC.

83. It was only after the Club familiarised itself with the Appealed Decision that it adopted the stance that the FIFA DRC indeed lacked competence and that the claim filed before the FIFA DRC was inadmissible.

84. In this respect, the Sole Arbitrator, however, concurs with other CAS panels that ruled that a club is precluded from raising the plea of lack of competence only in the subsequent arbitration proceedings before CAS (see *CAS 2015/A/4083*, paras. 103-111, with references to *CAS 2012/A/2899*, para. 55 and *CAS 2005/A/937*, para. 8.2.10).

85. Consequently, the Sole Arbitrator finds that the FIFA DRC was competent to deal with the Player's claim, with the consequence that the Sole Arbitrator may also review the substance of the Player's claim.

**B. Did the Club breach the Settlement Agreement, and if so, what are the consequences?**

86. The Club argues that, as the FIFA DRC has not ruled on the merits of the case, the Sole Arbitrator should annul the Appealed Decision and refer the case back to the FIFA DRC as provided by Article R57(1) of the CAS Code. On the other hand, FIFA does not oppose a declaratory decision from the Sole Arbitrator and the Player specifically requested that the Sole Arbitrator award him EUR 516,884 plus interest (although the Player alternatively indicated that he would accept a remand to the FIFA DRC).

87. Article R57 of the CAS Code provides the following:

> "*The Panel has full power to review the facts and the law. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance.* […]"

88. On the basis of this provision, the Sole Arbitrator has discretion to decide *de novo* and is not obliged to either refer the matter back to the first instance nor render a decision himself.

89. The Sole Arbitrator notes that the FIFA DRC has not adjudicated on the substance of the Player's claim, i.e. it did not make a ruling on whether or not the Club violated the terms of the Settlement Agreement nor whether or not the Player is entitled to any compensation.

90. Under certain circumstances, it may indeed be appropriate for a panel or a sole arbitrator to refer a case back to FIFA (see for instance *CAS 2012/A/2919*, paras. 77-78 of the abstract published on the CAS website (with reference to *CAS 2006/A/1100*)); however, in the case-at-hand, the Sole Arbitrator finds that the substance of the dispute does not comprise any particularly controversial issues.

91. The Sole Arbitrator finds that it would not be appropriate to refer the present matter back to the FIFA DRC, also because this may result in significant delays in reaching a final resolution of this dispute. Rather, the Sole Arbitrator considers himself to be sufficiently well-informed to render a decision on the substance himself.

92. The Sole Arbitrator is however faced with the situation that the Club premised its case entirely on the lack of jurisdiction of the FIFA DRC, and, subsidiarily, on its request that the matter be referred back to the FIFA DRC, without defending itself on the substance of the Player's claim.

93. The Sole Arbitrator finds that the Club was provided with the opportunity to defend itself against the substance of the Player's claim and that it was its own choice not to do so. Such strategy is understandable, given that the Sole Arbitrator finds it clear that the terms of the Settlement Agreement were violated by the Club. Indeed, it remained uncontested that the Club only paid the first six instalments under the Settlement Agreement, despite two reminders being sent by the Player on 12 March and 12 April 2018 regarding, *inter alia*, the seventh instalment. At the moment of termination, i.e. 25 April 2018, the seventh, eighth and ninth instalments had fallen due.

94. Clause 8 of the Settlement Agreement provides as follows:

> "***8.*** *In the event that the Club delays the payment of the first payment, or any 2 (two) consecutive payments set out in para 4 of this Settlement Agreement:*
>
> *1)* […]
>
> *and/or* […]
>
> *2) the* [Player] *shall have the right to terminate this Settlement Agreement, as a consequence of which the Club shall be onbliged to pay the amounts specified by the DRC Decision reduced for the amounts already paid under the present Settlement Agreement as of the moment of the receipt by the Club of the* [Player's] *respective demand.*"

95. The Sole Arbitrator therefore has no hesitation in concluding that the Club breached the Settlement Agreement and that the Player was entitled to terminate it, because two consecutive payments were delayed, which right to terminate was apparently recognised by the Club in the proceedings before the FIFA DRC.

96. Turning to the consequences of such breach, the Sole Arbitrator takes note of the preamble, which determined that the amount to be paid by the Club to the Player pursuant to the FFU DRC Decision was EUR 596,884 (i.e. EUR 456,654 plus EUR 140,230), and Clause 8(2) of the Settlement Agreement.

97. Since it remained undisputed that the Club paid the Player the first six instalments under the Settlement Agreement, comprising a total amount of EUR 80,000, the Sole Arbitrator finds that the Player is still entitled to receive an amount of EUR 516,884 (i.e. EUR 596,884 -/- EUR 80,000) from the Club, which amount was apparently acknowledged by the Club in the proceedings before the FIFA DRC. These amounts are also not disputed in the present proceedings before CAS.

98. Since the Player claimed this amount from the Club in his termination letter dated 25 April 2018, the Sole Arbitrator finds that, pursuant to Article 73(1) of the Swiss Code of Obligations and in accordance with Clause 8(2) of the Settlement Agreement, interest at a rate of 5% *p.a.* is due as from 26 April 2018 until the date of effective payment.

## C. Conclusion

99. Based on the foregoing, and after taking into due consideration all the evidence produced and all arguments made, the Sole Arbitrator finds that the Player is entitled to receive EUR 516,884 from the Club, plus 5% interest *p.a.* as from 26 April 2018 until the effective date of payment.

100. All other and further motions or prayers for relief are dismissed.

## X. COSTS

101. Article R64.4 of the CAS Code provides the following:

> "*At the end of the proceedings, the CAS Court Office shall determine the final amount of the cost of arbitration, which shall include:*
>
> - *the CAS Court Office fee,*
> - *the administrative costs of the CAS calculated in accordance with the CAS scale,*
> - *the costs and fees of the arbitrators,*
> - *the fees of the ad hoc clerk, if any, calculated in accordance with the CAS fee scale,*
> - *a contribution towards the expenses of the CAS, and*
> - *the costs of witnesses, experts and interpreters.*
>
> *The final account of the arbitration costs may either be included in the award or communicated separately to the parties. The advance of costs already paid by the parties are not reimbursed by the CAS with the exception of the portion which exceeds the total amount of the arbitration costs.*"

102. Article R64.5 of the CAS Code provides the following:

> "*In the arbitral award, the Panel shall determine which party shall bear the arbitration costs or in which proportion the parties shall share them. As a general rule and without any specific request from the parties, the Panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Panel shall take into account the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties.*"

103. Having taken into account the outcome of the arbitration, in particular the fact that the Player's appeal has been upheld, the Sole Arbitrator finds it reasonable and fair that the costs of the arbitration, in an amount that will be determined and notified to the Parties by the CAS Court Office, shall be borne one-half (1/2) by the Club and one-half (1/2) by FIFA.

104. Furthermore, pursuant to Article R64.5 of the CAS Code and in consideration of the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the Parties, the Sole Arbitrator rules that the Club and FIFA shall bear their own legal fees and expenses incurred in connection with these arbitration proceedings, and that the Club and FIFA shall pay a contribution towards the Player's legal fees and other expenses incurred in connection with the present proceedings in the amount of CHF 3,000 by the Club and CHF 3,000 by FIFA.

* * * * * * * * *

# ON THESE GROUNDS

**The Court of Arbitration for Sport rules that:**

1. The appeal filed on 21 February 2019 by Cristóbal Márquez Crespo against the decision issued on 15 November 2018 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is upheld.

2. The decision issued on 15 November 2018 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is set aside.

3. Football Club Karpaty Lviv shall pay Cristóbal Márquez Crespo within 30 days the sum of EUR 516,884 (five hundred sixteen thousand eight hundred eighty four Euros) plus 5% interest *per annum*, as from 26 April 2018 until the effective date of payment.

4. The costs of the arbitration, to be determined and served to the Parties by the CAS Court Office, shall be borne one-half (1/2) by Football Club Karpaty Lviv and one-half (1/2) by FIFA.

5. Football Club Karpaty Lviv and FIFA are ordered to pay to Cristóbal Márquez Crespo an amount of CHF 3,000 (two thousand Swiss Francs) and CHF 3,000 (four thousand Swiss Francs) respectively, as a contribution towards his legal fees and other expenses incurred in connection with these arbitration proceedings.

6. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 30 March 2020

# THE COURT OF ARBITRATION FOR SPORT

Manfred Nan
Sole Arbitrator