

# Disciplinary Committee

**FIFA**<sup>®</sup>

Date: 07 January 2022

Sent to:  
Georgian Football Federation  
gff@gff.ge;  
natia@gff.ge

## Notification of the grounds of the Decision

Ref FDD-9161

Dear Sirs,

Please find attached the grounds of the decision passed in the aforementioned case by a member of the FIFA Disciplinary Committee on 20 November 2021.

We would appreciate your taking due note of this decision and ensuring its implementation.

Yours faithfully,

**FIFA**



Carlos Schneider  
Director of the FIFA Judicial Bodies

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# Decision of the FIFA Disciplinary Committee

passed on 20 November 2021

**DECISION BY:**

**Mr. Carlos Teran, Venezuela (Member)**

**ON THE CASE OF:**

**Georgian Football Federation**

**(Decision FDD-9161)**

**REGARDING:**

Failure to respect decisions (Article 15 FIFA Disciplinary Code)

## I. FACTS

1. The following summary of the facts does not purport to include every single contention put forth by the actors at these proceedings. However, the Member of the FIFA Disciplinary Committee (**the Committee**) has thoroughly considered any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of its position and in the ensuing discussion on the merits.
2. On 12 January 2021, the Single Judge of the Players' Status Committee (**the PSC Judge**) rendered a decision (ref. no. 20-01535 – **the PSC Decision**) regarding an employment-related dispute concerning the coach Javier Munoz Sanchez (**the Creditor**). In particular, the club FC Iberia Tbilisi (**the Club**) was ordered to pay outstanding remuneration plus interest to the Creditor and was *inter alia* notified that:

*“In the event that the amount due, plus interest as established above is not paid by the [Club] within 30 days, as from the notification by the [Creditor] of the relevant bank details to the [Club], the following consequences shall arise:*

*1. In the event that the payable amount as per in this decision is still not paid within the granted deadline, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee.”*

3. On 19 February 2021, as the outstanding amounts due to the Creditor by the Club were not paid, the legal representative of the Creditor requested the initiation of disciplinary proceedings against the club for failure to comply with the PSC Decision.
4. On 25 March 2021, the FIFA Disciplinary Committee rendered a decision (ref. no. FDD-7719 - **the DisCo Decision**) by means of which the Club was found guilty of failing to comply in full with the PSC Decision, was ordered to pay a fine in the amount of CHF 2,000, and was granted a final deadline of thirty (30) days as from the date of notification of the DisCo Decision (30 March 2021) in which to settle its outstanding financial obligations to the Creditor. Following the expiry of the granted deadline, in the event of non-payment by the Club, a transfer ban would be automatically implemented against it at national and international level by the Georgian Football Federation and FIFA respectively, until the complete amount due to the Creditor in accordance with the PSC Decision had been paid.
5. On 30 April 2021, as the Club did not settle its outstanding obligations to the Creditor in accordance with the PSC Decision, an automatic transfer ban at national and international level was to be imposed on the Club by FIFA and the Georgian Football Federation (**the Respondent**).
6. On 10 May 2021, as the amounts due to the Creditor were still not paid, a transfer ban was implemented on the club FC Iberia 2010 in the Transfer Matching System (**TMS**) under the reference number FDD-7719.
7. On 16 August 2021, the Secretariat to the FIFA Disciplinary Committee (**the Secretariat**) informed the Club, as well as the Respondent, that the Respondent is serving a ban from registering new players internationally in accordance with the DisCo Decision, and further requested the Respondent to

immediately implement on the Club, if not already done so, a ban from registering new players at national level.

8. On 21 September 2021, the Respondent informed the Secretariat that it had *“seen in TMS that FC Iberia 2010 has a transfer ban”* but that it had *“not received any letter regarding this”* and requested to be informed if the Club had *“an active ban”*.
9. On the same date (21 September 2021), the Secretariat informed the Respondent that in accordance with point 3. of the DisCo Decision which was duly notified to the parties on 30 March 2021, *“The transfer ban will be implemented automatically at national and international level by the Georgian Football Federation and FIFA respectively, without a further formal decision having to be taken nor any order to be issued by the FIFA Disciplinary Committee or its secretariat”*.
10. On the same date (21 September 2021), the Respondent informed the Secretariat that the club FC Iberia 2010 was not the same as FC Iberia Tbilisi, *“which had a transfer ban and was lifted this year”*.
11. On 22 September 2021, the Secretariat informed the Respondent that the transfer ban, due to a clerical mistake, had been implemented on the club FC Iberia 2010 instead of FC Iberia Tbilisi in TMS. In continuation, the Secretariat informed the Respondent that the issue had been rectified and that in accordance with the DisCo Decision as notified on 30 March 2021, a ban from registering any new players had been imposed on the Club.
12. On the same date (22 September 2021), the Respondent informed the Secretariat that *“[the Club] has paid their debts and the ban was lifted”* and that it had *“even requested an ITC for one player after lifting the ban”*. In this regard, the Respondent requested *“to check the information once again, in order to avoid any other mistakes”*.
13. On the same date (22 September 2021), the Secretariat informed the Respondent *inter alia* that as the Creditor had not yet confirmed receipt of payment (of the amounts due by the Club in accordance with the DisCo Decision), the transfer ban remained imposed against the Club.
14. Likewise on the same date (22 September 2021), in a separate communication, the Respondent referred the Secretariat to an email from FIFA dated 30 March 2021, by means of which the Secretariat had informed the Respondent in the context of the proceedings under the reference number FDD-7249 – Ref. no. 19-01299, that as the relevant parties had entered into a settlement agreement, the referenced proceedings against the Club were closed.
15. On the same date (22 September 2021), the Secretariat informed the Respondent *inter alia* that the aforementioned FIFA communication of 30 March 2021 expressly pertained to the case concerning the Club under the reference FDD-7249, and was not linked to the case FDD-7719. In this respect, the Secretariat clarified to the Respondent that as the Creditor had not yet confirmed receipt of the outstanding amounts due by the Club (in accordance with the PSC Decision), the case under the reference FDD-7719 remained open and the applicable transfer ban remained imposed against the Club (in accordance with the DisCo Decision). Lastly, the Secretariat requested the Respondent to *“deliver a list of the registrations authorized to the club FC Iberia Tbilisi within the next 3 days”*.

16. On the same date (22 September 2021) the Respondent, in response to the foregoing, informed the Secretariat that it had not received any emails after March 2021, particularly regarding the transfer bans, otherwise it would not have “[allowed the Club] *to register new players*”. The Respondent further informed that it had now “*called [its] colleague from the Competitions Department*” and imposed a ban on domestic transfers against the Club.
17. On the same date (22 September 2021), the Secretariat informed the Respondent *inter alia* that it had been in copy of all communications sent in relation to FDD-7719 and once more requested the Respondent to “*deliver a list of the registrations authorized to the club FC Iberia Tbilisi within the next 3 days*”.
18. On 27 September 2021, the Respondent provided a list of the players registered with the Club in the period between 31 March 2021 and 27 September 2021. Further, the Respondent informed that the only correct email of the Club is ‘*fciberia@yahoo.com*’ and that as the Respondent’s email ‘*gff@gff.ge*’ receives “*too many emails and some of them may be lost or messed up*”, all transfers-related emails “*must be sent to (...) natia@gff.ge*”.
19. On 13 October 2021, the Secretariat requested the Respondent to provide copies of the players’ passport of the players which were registered with the Club in the period between 30 April 2021 and 13 October 2021, which indicated “*all their detailed status such as when were registered [with the Respondent], period of registration, current club, type of registration, i.e. return from loan, permanent registration, extension of loan, renewal of contract, change of status (from amateur to professional), etc.*”.
20. On 20 October 2021, the Respondent provided the requested players’ passports of the players which were registered with the Club in the period between 30 April 2021 and 13 October 2021. According to the information and/or documentation provided by the Respondent, it appeared that nine (9) players of Georgian nationality<sup>1</sup> had been registered with the Club whilst the transfer ban in accordance with the DisCo Decision was still active.
21. In view of the foregoing, on 04 November 2021, disciplinary proceedings were opened against the Respondent with respect to a potential breach of art. 15 of the FIFA Disciplinary Code (FDC). In particular, the latter was provided with the relevant case file (including a report on the investigations conducted by FIFA) and was granted a six-day deadline within which to provide the Secretariat with its position.

## II. RESPONDENT’S POSITION

22. On 08 November 2021, the Respondent provided its position, which can be summarised as follows:
  - Two bans were imposed on the Club, though the Respondent knew that the Club had only one sanction which was lifted on 30 March 2021.

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<sup>1</sup> The players Mr. Jino Tudebi, Mr. Davit Beradze, Mr. Gega Tamazashvili, Mr. Luka Purtsuliani, Mr. Luka Vasadze, Mr. Mindia Gogishvili, Mr. Giorgi Balarjishvili, Mr. Davit Dvalishvili, and Mr. Archil Morchiladze.

- On the same day, the Respondent requested the player Koba Shalamberidze's ITC, and there was *not* a note below the name of the Club informing that they had a ban.
- *"This means that when the [Club] paid its debts, FIFA lifted the ban instead of leaving another one on TMS"*
- The Respondent was not aware of the second transfer ban, and therefore started registering new players on a domestic level.
- On 21 September 2021, the Respondent requested some information regarding FC Iberia 2010 that had a transfer ban as it thought that there were some claims against said club.
- Although, in actuality, it turned out that the FIFA had mistakenly imposed a ban to FC Iberia 2010, instead of FC Iberia Tbilisi - thereby confirming the fact that the Respondent did not know anything about the second transfer ban.
- The emails were sent to the *"wrong email addresses, also it was not delivered to [the email address of Natia Shengelia - TMS Manager]"* where the Respondent *"[controls] all transfer-related cases"*.
- The Respondent has therefore never breached any articles and always does its best to follow the rules.

23. The Committee once again reiterated that it has considered all the facts, allegations, legal arguments and evidence provided by the Respondent, and in the present decision had only referred to those observations and evidence for which it considered necessary to explain its reasoning.

### III. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

24. In view of the circumstances of the present case, the Committee decided to first address the procedural aspects of the present matter, *i.e.* its jurisdiction and the applicable regulatory framework, before proceeding to the merits of the case and determining the possible infringements as well as the possible sanctions resulting therefrom.

#### A. Jurisdiction of the FIFA Disciplinary Committee

25. First of all, the Committee noted that at no point during the present proceedings did the Respondent challenge its jurisdiction or the applicability of the FDC.

26. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasise that, on the basis of with arts. 53 and 54 FDC, it was competent to evaluate the present case and to impose sanctions in case of corresponding violations.

## B. Applicable law

27. With regard to the matter at hand, the Committee pointed out that the disciplinary offense, *i.e.* the potential failure to respect a decision, was committed after the 2019 FDC entered into force. As a result, it deemed that the merits as well as the procedural aspects of the present case should fall under the 2019 edition of the FDC.
28. Against such background, the Committee wished to recall the content and scope of art. 15 FDC in order to duly assess the case at hand:

### **Art. 15 of the FDC – Failure to respect decisions**

1. *Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee or an instance of FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final decision (non-financial decision) passed by a body, a committee or an instance of FIFA, or by CAS:*

*a) will be fined for failing to comply with a decision; in addition:*

*b) will be granted a final deadline of 30 days in which to pay the amount due or to comply with the non-financial decision;*

*c) in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a transfer ban will be pronounced until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a transfer ban in the event of persistent failure, repeated offences or serious infringements or if no full transfer could be imposed or served for any reason.*

*d) in the case of associations, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, additional disciplinary measures may be imposed;*

*e) in the case of natural persons, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on any football-related activity for a specific period may be imposed. Other disciplinary measures may also be imposed.*

29. The wording of this provision is clear and unequivocal in so far that its main purpose is to ensure that (financial or non-financial) decisions passed by a body, a committee or an instance of FIFA or CAS are duly complied with. Any such breach shall result in the imposition of the disciplinary measures listed under said provision.

30. Moreover, for the sake of good order, it is worth emphasizing that in line with art. 54 (1) (h) FDC, cases involving matters under art. 15 of the aforementioned code may be decided by one member of the Disciplinary Committee alone, acting as a single judge, as in the present case.

### C. Standard of proof

31. Firstly, the Committee recalled that the burden of proof lies with FIFA, which is required to prove the infringement under art. 36 (1) FDC.
32. Secondly, the Committee pointed out that, according to art. 35 (3) FDC, the standard of "*comfortable satisfaction*" is applicable in disciplinary proceedings. According to this standard of proof, the onus is on the sanctioning authority to establish the disciplinary violation to the comfortable satisfaction of the judging body, taking into account the seriousness of the allegation.
33. Having clarified the foregoing, the Committee proceeded to consider the merits of the case.

### D. Merits of the case

#### 1. Issues of review

34. The relevant provisions having been recalled, and the above having been established, the Committee proceeded to analyse the evidence at its disposal, in particular the documentation and information provided in the scope of the present disciplinary proceedings, in order to determine the potential violations of the FDC.
35. In those circumstances, and as a preliminary remark, the Committee emphasised that the DisCo Decision - that was communicated also to the Respondent on its email [gff@gff.ge](mailto:gff@gff.ge) – specifically provided that if the amount(s) due by the Club to the Creditor was (were) not paid within thirty (30) days as from the date of notification of the DisCo Decision - 30 March 2021 - "*a transfer ban will be pronounced until the complete amount due is paid or the non-financial decision is complied with. The transfer ban will be implemented automatically at national and international level by the Georgian Football Federation and FIFA respectively, without a further formal decision having to be taken nor any order to be issued by the FIFA Disciplinary Committee or its secretariat (...)*".
36. Furthermore, the DisCo Decision contained the following note in relation to the abovementioned ban from registering new players:
- The transfer ban shall cover all men eleven-a-side teams of the [Club] – first team and youth categories –. The [Club] shall be able to register new players, either nationally or internationally, only upon the payment to the Creditor of the total outstanding amount. In particular, the [Club] may not make use of the exception and the provisional measures stipulated in article 6 of the Regulations on the Status and Transfer of Players in order to register players at an earlier stage.*
37. With the above in mind, the Committee subsequently turned its attention to the communication addressed by FIFA to the Respondent on 16 August 2021. In particular, the Committee was eager to



underline that the communication was clear and left no room for interpretation, in so far that Respondent was:

- i. on the one hand, informed that the Club was serving a ban from registering new players internationally in accordance with the DisCo Decision, and:
- ii. on the other hand, was *“requested to immediately implement on [the Club], if not done yet, a ban from registering new players at national level.”*.

38. As such, the Committee was satisfied that the instructions provided to the Respondent first through the DisCo Decision and subsequently via the abovementioned communication from FIFA were unequivocal: the Club was banned (and as such prevented) from registering any new players either nationally or internationally in accordance with the automatic transfer ban implemented *as per* the DisCo Decision as from 30 April 2021 *“until the complete amount due is paid or the non-financial decision is complied with”*. In other words, starting from 30 April 2021, no new player could be registered for the Club. This, being up until and unless the amounts due to the Creditor in accordance with the DisCo Decision would be paid.
39. Against such background, the Committee subsequently observed that the transfer ban was still imposed against the Club, and that put differently, and from the Respondent’s perspective, this meant that the Respondent could not proceed to register new players for the Club as from 30 April 2021 onwards, or until such point that the transfer ban would be lifted.
40. With those elements in mind, the Committee however observed that the Respondent proceeded to register nine (9) players for the Club following the 30 April 2021 – the date of the imposition of the automatic transfer ban on the Club - *i.e.* whilst the Club was still serving the ban from registering new players.
41. In this context, the Committee acknowledged that the Respondent did not contest having registered the nine players for the Club, but rather emphasised that (i) the Respondent only knew that the Club had one transfer ban in relation to the case FDD-7249 which was lifted on 30 March 2021; (ii) there was no note in TMS informing that the Club had an active transfer ban; (iii) FIFA had mistakenly imposed a ban to FC Iberia 2010, instead of FC Iberia Tbilisi - thereby confirming the fact that the Respondent did not know anything about the transfer ban imposed in accordance with the DisCo Decision, and; (iv) the emails were sent to the wrong email address as the correspondences were not directed to the email of the TMS Manager of the Respondent (natia@gff.ge).
42. Given the arguments put forward by the Respondent, the Committee first observed that both the DisCo Decision and FIFA’s communication of 16 August 2021 were communicated to the Respondent’s email of gff@gff.ge. In this respect, the Committee remarked that the email ‘gff@gff.ge’ is listed as a contact email on the Respondent’s official website<sup>2</sup>. Furthermore, the Respondent, within its abovementioned communication of 27 September 2021, had acknowledged that it owned the aforesaid email address, although had stipulated that as it receives *“too many emails [at this address] (...) some of them may be lost or messed up”* and had consequently requested that all *“transfer-related emails”* be sent to ‘natia@gff.ge’.

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<sup>2</sup> <https://www.gff.ge/en/home>

43. With the foregoing in mind, the Committee emphasised that whilst the Respondent's submissions in relation to its email address `gff@gff.ge` may be sincere, the fact that it may receive many emails at this address does not negate the fact that the Respondent duly received and/or was notified of the DisCo Decision and FIFA communication of 16 August 2021 at said address – and neither does the fact that the Respondent may receive many correspondences at such address abrogate the Respondent of its responsibilities to both manage, and to pay due attention to, the correspondences that it may receive in such inbox accordingly.
44. As such, the Committee was settled in his opinion that the allegations of the Respondent pertaining to the utilisation of incorrect email addresses may be disregarded, the email address utilized by the Secretariat for notification/communication of the DisCo Decision and the aforementioned FIFA correspondences having belonged to the Respondent, as acknowledged by the latter in its communication of 27 September 2021 and as indicated by its official website.
45. The above being established, the Committee subsequently turned his attention to the Respondent's submissions in relation to the clerical mistake by means of which the transfer ban in connection with FDD-7719 was imposed in TMS on the club FC Iberia 2010 rather than FC Iberia Tbilisi, which, according to the Respondent, confirmed that the Respondent did not know anything about the transfer ban imposed on the Club.
46. In this sense, the Committee wished to emphasise that whilst the transfer ban in connection with the DisCo Decision may have been implemented on the club FC Iberia 2010 rather than FC Iberia Tbilisi in TMS due to a clerical error (which was subsequently rectified as confirmed by the Secretariat in its abovementioned communication to the Respondent dated 22 September 2021), it remains, notwithstanding, that the wording of the DisCo Decision was clear- if the amount(s) due by the Club to the Creditor were not paid within thirty (30) days as from the date of notification of the decision, a transfer ban would be pronounced against the Club until the complete amount due is paid, this ban being implemented *automatically* at national and international level by the Georgian Football Federation and FIFA respectively. Further, the Committee observed that the abovementioned FIFA communication of 16 August 2021 informed the Respondent expressly that the Club was serving a ban from registering new players internationally, and that as the Club had not fulfilled its financial obligations to the Creditor in accordance with the DisCo Decision, it must immediately (if not already done so) implement on the Club a ban from registering new players at the national level.
47. Therefore, on account of the foregoing, the Committee concluded that the Respondent should have reasonably been aware of its duty to implement the ban from registering new players on the Club, regardless of the clerical mistake in the imposition of the transfer ban in TMS, which did not excuse the Respondent from its responsibility to enforce such ban and to not register new players for the Club as from 30 April 2021 onwards.
48. With this being established, the Committee had no other alternative but to conclude that, by proceeding to register nine (9) players for the Club whilst the latter was still serving a transfer ban imposed by FIFA, the Respondent had failed to respect the DisCo Decision and the subsequent order from FIFA, and, as such, had to be held liable for a breach of art. 15 FDC.

49. For the sake of good order, the Committee recalled that the Court of Arbitration for Sport (**CAS**) already confirmed that an association, although not being the party directly sanctioned by the relevant FIFA decision, may be considered to violate art. 15 FDC if it fails to comply with said decision *“and FIFA’s subsequent clarifications”*<sup>3</sup>. This, whether such violation is *“intentionally, or at least utterly negligently”*.
50. Having determined the foregoing, in particular that the Respondent should be liable for the breaches of art. 15 FDC, the Committee held that the latter had to be sanctioned accordingly.

## 2. Determination of the sanction

51. As a preliminary consideration, the Committee found it worthwhile to provide some context on the functioning of FIFA, the FIFA Disciplinary Committee and the mechanism for the implementation of the disciplinary measures. Such context is indeed important to understand the position of clubs within the organization of association football and, specially, the role that member associations play in the implementation of sanctions imposed by FIFA on their affiliated members.
52. In brief, association football follows a so-called “pyramidal” model: individual athletes (the football players) are registered with clubs, the clubs, in turn, are affiliated to (regional and/or national) football associations, and the national football associations are members of FIFA (an association under Swiss law). As a consequence, football clubs are not direct members of FIFA.
53. However, within the framework of Swiss association law, as well as in sports law in general, it is duly established that football clubs are, under the aforementioned circumstances, considered as “indirect members” of FIFA.
54. Due to such indirect membership, the individual clubs that are affiliated to a member association, are subject to and bound by the FIFA Statutes and all other FIFA rules and regulations as well as all relevant decisions of the FIFA bodies. In the current context, this specific indirect membership enables the FIFA Disciplinary Committee to pass decisions against clubs in line with the provisions of the FDC.
55. The aforementioned principle is embedded in both art. 14 (1) (d) of the FIFA Statutes (according to which, the member associations have the obligation *“to cause their own members to comply with the Statutes, regulations, directives and decisions of FIFA bodies”*) and art. 60 (2) of the FIFA Statutes (which stipulates that member associations *“shall take every precaution necessary to ensure that their own members, players and officials comply with these decisions”*).
56. On account of the above, and as stipulated in art. 14 (1) of the FIFA Statutes, the member associations also have to comply fully with the Statutes, regulations, directives and decisions of the FIFA bodies and the CAS. In fact, this provision is of utmost importance as the whole football pyramidal model is underpinned by this principle, which has become even more relevant in the past decades due to the professionalization, commercialization and globalization of sport.

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<sup>3</sup> CAS 2020/A/7251

57. In this regard, the Committee was of the firm opinion that the only way to enhance and protect competitive balance between clubs competing in the same national leagues, and to ensure that the rights of all football stakeholders (clubs, players, coaches, player agents, etc.) are guaranteed and respected, is if FIFA and its member associations maintain a transparent relationship based on mutual trust.
58. In order for this relationship to work, it is crucial that member associations respect and comply with the FIFA regulations, as well as with the directives and decisions adopted by the FIFA bodies.
59. As a result, any failure to respect a FIFA rule, directive or decision is considered to be a very serious infringement as it jeopardizes the football game and the trust of all stakeholders in the system.
60. Such stance had been confirmed by CAS which deemed that a violation of art. 15 FDC by a member association is a *“serious violation that warrants a serious sanction”*<sup>4</sup>. In particular, the Panel *“concur[red] with FIFA that by flagrantly and intentionally, or at least utterly negligently, disrespecting the decisions and directive given by FIFA (...), the [Appellant] has put at risk the viability and effectiveness of the overall system put in place by FIFA to ensure that FIFA’s and CAS’ decisions are duly and timely respected by all football stakeholders”*, further emphasizing that *“[m]ember associations play an essential role in ensuring FIFA’s mechanism is strictly applied and that sanctions are respected”*.
61. The above being clarified, the Committee subsequently recalled that the Respondent is a legal person, and as such subject to the sanctions described under art. 6 (1) and (3) FDC.
62. For the sake of good order, the Committee underlined that it is responsible to determine the type and extent of the disciplinary measures to be imposed in accordance with the objective and subjective elements of the offence, taking into account both aggravating and mitigating circumstances (art. 24 (1) FDC).
63. As established above, the Respondent was found liable for failure to respect/comply with a decision passed by FIFA (art. 15 FDC).
64. In this respect, the Committee took into account that the Respondent, following its communications with FIFA, implemented the ban on domestic transfers against the Club on 22 September 2021. The Committee however held that it could not be disregarded that in the meantime nine (9) players were registered with the Club in contravention of the ban, and that such a violation – even if committed by negligence – is considered to be very serious in light of FIFA’s principles and mechanisms, and that it needed to be sanctioned accordingly.
65. Given the above, the Committee recalled that anyone found in breach of art. 15 FDC – as is the case of the Respondent – shall *“be fined for failing to comply with a decision”*. In the case of associations, additional measures may also be imposed.

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<sup>4</sup> CAS 2020/A/7251

66. With this established, the Committee considered that a fine was an appropriate sanction in response to the breach committed by the Respondent. In particular, the Committee was of the opinion that the circumstances of the case at hand did not justify the imposition of additional measures.
67. Consistently with the above, the Committee recalled that such fine, in accordance with art. 6 (4) FDC, may not be lower than CHF 100 and greater than CHF 1,000,000.
68. As a result, the Committee held that a fine amounting to CHF 50,000 is to be considered appropriate and proportionate. In particular, the Committee was satisfied that such amount would serve the necessary deterrent effect.

## **IV. DECISION OF THE DISCIPLINARY COMMITTEE**

- 1. The Georgian Football Federation is ordered to pay a fine to the amount of CHF 50,000 for failing to comply with a final FIFA decision (Ref. FDD-7719).**
- 2. The fine is to be paid within 30 days of notification of the present decision.**

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION



**Mr. Carlos Teran**

Member of the FIFA Disciplinary Committee

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### **NOTE RELATING TO THE LEGAL ACTION:**

According to art. 64 (5) FDC and art. 58 (1) of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (**CAS**). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.

### **NOTE RELATING TO THE PAYMENT OF THE FINE:**

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to case number above mentioned.