

# Decision of the FIFA Disciplinary Committee

passed on 04 April 2024

## DECISION BY:

**Lord VEEHALA (Tonga), Member**

## ON THE CASE OF:

**Ecuadorian Football Association**

**(Decision FDD-17983)**

## REGARDING:

**Art. 21 of the FIFA Disciplinary Code - *Failure to respect decisions***

## I. FACTS OF THE CASE

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.

### A. Factual background

2. On 17 June 2021, the FIFA Dispute Resolution Chamber (**DRC**) rendered a decision (**the DRC Decision**), in the context of an employment-related dispute, by means of which it ordered the club Club Sport Emelec (**the Club**) to pay to the player Mr. Nicolas Queiroz Martinez (**the Player**) the amount of USD 62,225,80 as outstanding remuneration plus interest as well as USD 808,334 as compensation for breach of contract without just cause, plus interest.
3. On 13 July 2021, the Club appealed the DRC Decision before the Court of Arbitration for Sport (**CAS**).
4. On 08 April 2022, CAS issued a consent award by means of which the Player and the Club settled their dispute, with the latter agreeing, among others, to pay the Player the amount of USD 400,000 (**the CAS Award**).
5. On 20 July 2023, the Player informed FIFA that the Club had not paid in full the aforementioned amount and therefore requested the FIFA Disciplinary Committee to impose appropriate sanctions on the Club pursuant to art. 21 of the FIFA Disciplinary Code (**FDC**).
6. On 31 July 2023, the Secretariat to the FIFA Disciplinary Committee (**the Secretariat**) opened disciplinary proceedings (FDD-15430) via the FIFA Legal Portal and proposed the following sanction to the Club in accordance with art. 58 FDC as read in conjunction with Annexe 1 FDC (**the Proposal**):
  1. *[The Club], [...], shall pay to [the Player] as follows:*
    - *USD 175,000 as outstanding amount.*
  2. *[The Club] is granted a final deadline of 30 days as from the present proposal becoming final and binding in which to pay the amount(s) due. 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 registering new players will be issued until the complete amount due is paid.*
  3. *[The Club] shall pay a fine to the amount of CHF 15,000.*

7. In particular, the FIFA Legal Portal generated an automatic email titled “*FIFA – LEGAL PORTAL – CASE FDD-15430 OPENED AGAINST YOU*” that was sent to both the Club and the Ecuadorian Football Association (**the Respondent**)
8. On 07 August 2023, the Secretariat informed the parties that the Proposal and sanctions contained therein had become final and binding (**the FIFA Decision**). In particular, the FIFA Legal Portal generated an automatic email titled “*El caso FDD-15430 ahora está bajo el status Términos notificados*” that was sent to the Respondent’s email address. In particular, the Proposal and the FIFA Decision were attached to this email.
9. On 14 September 2023, and in accordance with point 2 of the Proposal, the parties were informed that the ban from registering any new player, either nationally or internationally, until the complete amount due is paid to the Player had been implemented on the Club (**the Registration Ban / FDD-16001**). In particular, the FIFA Legal Portal generated an automatic email titled “*CASO FDD-16001 EN ESTADO “Prohibición de transferencia active”*” (Registration ban active) that was sent to the Club’s and the Respondent’s email address.
10. On 08 January 2024 and 19 February 2024, the Player informed FIFA that the Club was not respecting the Registration Ban. In particular, the Player stated that the following players had “*joined*” the Club:
  1. Andres Ricaurte
  2. Maicon Solis
  3. Marcelo Meli
  4. Washington Cardozo
  5. Rodrigo Rivero
  6. Gustavo Cortez
  7. Cristian Erbes
  8. Facundo Castelli
  9. Juan Pablo Ruiz Gómez
  10. Joao Quiñonez
  11. Cristhian Noboa
11. On 27 February 2024, the Registration Ban was provisionally lifted in line with art. 21 (3) FDC.
12. On 07 March 2024, the Registration Ban was permanently lifted, and the related disciplinary proceedings were declared closed.

## **B. Investigation proceedings**

13. Based on the information received from the Player, the Secretariat conducted investigations with respect to the present matter.
14. The case file constituted by the Secretariat as well as the related findings contained in its report (**the Investigatory Report**) can be summarised as follows:
  - i.* Comments of the Respondent:

- [A]ccording to the Player Passports of the players registered with the Club, there are no new “contracts of players with CS Emelec”, since 14 September 2023, and therefore the Registration Ban has been complied with
- In this context, according to the list of players registered with the Club, submitted by [the Respondent], it would appear that the following players have been registered with the Club as from 14 September 2023:

<b>Player</b>	<b>Date</b>	<b>Status</b>	<b>Note</b>
Pedro Martin Quiñonez Cedeño	17 September 2023	Amateur	Minor player (11-year-old) No matches played
<b>Adrian Patricio Cortez Caicedo</b>	<b>29 September 2023</b>	<b>Amateur</b>	<b>Minor player (16-year-old) Participated in one match played in Campeonato Nacional Sub 17</b>
Mathias Fernando Hurtado Blandon	28 September 2023	Amateur	Minor player (11-year old) No matches played
Jermy Leonardo Ortiz Medina	02 October 2023	Amateur	Minor player (15-year-old) Participated in three matches played in Campeonato Nacional Sub 15
<b>Adriano Francisco Gonzalez Gomez</b>	<b>16 October 2023</b>	<b>Amateur</b>	<b>Minor player (16-year-old) No matches played</b>
Daniel Ezequiel Viteri Gomez	18 October 2023	Amateur	Minor player (13-year-old) No matches played
Mauro David Quintero Caicedo	22 October 2023	Amateur	Minor player (15-year-old) No matches played
Elkin Snyder Estupiñan Caicedo	01 November 2023	Amateur	Minor player (14-year-old) No matches played
Oliver Jesus Merlin Mina	08 November 2023	Amateur	Minor player (14-year-old) No matches played
Maylor Diddyler Carcelen Carabal	13 November 2023	Amateur	Minor player (14-year-old) No matches played
Jaime Yefry Benavidez Lara	14 November 2023	Amateur	Minor player (14-year-old) No matches played
Bryan Steven Wittle Caicedo	16 November 2023	Professional	23-year-old, return from loan
Alexander Jory Gonzalez Casierra	17 November 2023	Amateur	Minor player (13-year-old) No matches played
Aron Hecner Bone Cabeza	17 November 2023	Amateur	Minor player (14-year-old) No matches played
Jostyn Samir Panezo Barre	22 November 2023	Amateur	Minor player (14-year-old) No matches played
<b>Jefferson Jorge Micolta Quiñonez</b>	<b>25 November 2023</b>	<b>Amateur</b>	<b>18-year-old No matches played</b>
Jeremy Juriel Preciado Padilla	22 November 2023	Amateur	Minor player (13-year-old) No matches played
Mauricio Edison Castillo Peredo	25 November 2023	Professional	22-year-old, return from loan

Joel Miguel Villamar Guistan	28 November 2023	Amateur	Minor player (14-year-old) No matches played
Jared Manuel Bone Zapata	10 December 2023	Amateur	Minor player (14-year-old) No matches played
Byron Efrain Palacios Velez	30 December 2023	Professional	28-year-old, return from loan
Kevin Aldahir Rivera Reyes	31 December 2023	Professional	23-year-old, return from loan
Roberto Daniel Garces Salazar	31 December 2023	Professional	30-year-old, return from loan
Ernesto Sebastian Tarira Alvarez	01 January 2024	Professional	19-year-old, return from loan

ii. Considerations:

*"[...] For the sake of good order, the Secretariat first wished to emphasise that, pursuant to the FIFA circular no. 1843, in principle, the following situations do not contravene registration bans imposed on the basis of art. [25] (formerly art. 24bis) RSTP:*

- *the return from loan of a player in circumstances where the loan came to its natural expiry (and was not early terminated by either party);*
- *the extension of the loan of a player;*
- *the permanent registration of a player who has been registered on a loan basis for the relevant club at the association before the ban from registering any new players has come into force; – the renewal of employment contracts of players;*
- *the change of the status (from amateur to professional) of a player already registered with the club prior to the registration ban being imposed.*

*Additionally, and according to the aforementioned FIFA Circular, in order not to hinder the development of young football players, "a club subject to a registration ban may register players for its youth teams, such possibility being, however, limited to players until the age of 15."*

iii. Conclusion:

*"Based on the above, it appears that both Club and the [the Respondent] have failed to comply with the Registration Ban since 3 players (in bold) have been registered for the Club while the latter was serving the [Registration Ban]. This, although the players concerned did not appear to fall under any of the abovementioned exceptions.*

*[...] the Secretariat concluded that disciplinary proceedings should be opened against the Club and [the Respondent] for potential violation of art. 21 FDC".*

## C. Disciplinary proceedings

15. On 15 March 2024, based on the above, the Secretariat *inter alia* informed the Respondent that the aforementioned conduct(s) would constitute a potential breach of art. 21 FDC. In particular, the latter was provided with the Investigatory Report along with its enclosures. In this respect, the Secretariat proposed the following sanction to the Respondent in accordance with art. 58 FDC (FDD-17983):

*The Respondent shall pay a fine to the amount of CHF 50,000.*

16. On 20 March 2024 (*i.e.* within the 5 days deadline granted by art. 58 FDC), the Respondent rejected the aforementioned proposed sanction and requested regular disciplinary proceedings to be conducted<sup>1</sup>.

## II. RESPONDENT'S POSITION

17. The position received from the Respondent can be summarised as follows:

### A. Background of the case

- On 07 August 2023, the Respondent received an email from FIFA (noreply@legalportal.fifa.org), with subject "*terms notified*". Said communication was forwarded to the Club on 08 August 2023.
- On 14 September 2023, the Respondent received an email from FIFA (noreply@legalportal.fifa.org) with subject "*FIFA - Legal Portal - Case - Status Transfer Ban Active*" without enclosures.
- In view of the above, the Respondent opened a support ticket in the FIFA Legal Portal and asked to which club the aforementioned measure was imposed. In this respect, the support team replied that said request must be submitted via comments in the case. However, the Respondent had no access to the case.
- On 18 December 2023, the Respondent received an email from FIFA (noreply@legalportal.fifa.org) with subject "*FIFA - Legal Portal - Case - Status Transfer Ban Active*" with enclosures which indicated that the Club was imposed a registration ban in the case. On 26 February 2024, said ban was lifted.
- On 31 January 2024, the Respondent received an email from FIFA (noreply@legalportal.fifa.org) with subject "*FIFA - Legal Portal - Case - Status Transfer Ban Active*" with enclosures which indicated that the Club was imposed a registration ban in the case. On 27 February 2024, said ban was lifted.

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<sup>1</sup> The position of the Respondent is summarized in the following section.

- On 27 February 2024, the Respondent received an email from FIFA (noreply@legalportal.fifa.org) with subject "FIFA - Legal Portal - Case - Status Transfer Ban Lifted" without enclosures.
- On 29 February 2024, the Respondent informed FIFA that it had not received any enclosures in the case.
- On 01 March 2023, FIFA (via the email disciplinary@fifa.org) enclosed the documentation related to the case and consequently the Respondent could notify the parties involved.

## **B. Position**

- In line with the abovementioned facts, it can be observed that the Respondent complied with all FIFA decisions that were duly notified with their respective enclosures which allowed to know the parties involved in such proceedings.
- Nevertheless, in the case, the Respondent was not duly notified since it did not receive the relevant enclosures to know the parties involved in such proceedings.
- The Respondent got aware of such notification on 15 March 2024 (the opening of the present disciplinary proceedings).
- In this respect, pursuant to art. 50.1 FDC, which reads, "*[d]ecisions come into force as soon as they are notified*", the decision at stake did not come into force since the Respondent was not duly notified of it.
- Furthermore, according to the CAS jurisprudence (cf. CAS 2019/A/6253):

*"There are two requirements to be met in order for "receipt" to be fulfilled:*

*(i) the declaration must have entered the "sphere of influence" of the addressee, and;*

*(ii) one can expect under the circumstances that the addressee takes note of it."*

- In other words,
  - Taking into consideration that the email from FIFA dated 14 September 2023 did not enclose any documentation, said communication did not enter the sphere of influence of the Respondent; and,
  - The Respondent could not take note of the content of said communication and proceed in consequence.
- Based on the above, the Respondent concluded that it has not been duly notified of the relevant decision.

### III. CONSIDERATIONS OF THE COMMITTEE

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

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

19. 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.
20. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasise that, on the basis of arts. 56 and 57 FDC, it was competent to evaluate the present case and to impose sanctions in case of corresponding violations.
21. In addition, and on the basis of art. 51 (2) of the FIFA Statutes, the Committee may pronounce the sanctions described in the Statutes and the FDC on member associations, clubs, officials, players, football agents and match agents.

#### B. Applicable legal framework

22. 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 2023 FDC entered into force. As a result, the merits as well as the procedural aspects of the present case should fall under the 2023 edition of the FDC.
23. Against such background, the Committee referred to art. 21 FDC which reads as follows:

#### **Art. 21 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, a subsidiary 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, a subsidiary or an instance of FIFA, or by CAS:*

*a) will be fined for failing to comply with a decision and receive any pertinent additional disciplinary measure; and, if necessary:*

*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;*

*[...]*

*e) 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;*

[...]

7. *Any financial decision issued by the Football Tribunal or FIFA imposing disciplinary measures, such as a ban from registering any new players – either nationally or international – or a restriction on playing in official matches, will be automatically enforced by FIFA and the relevant member association [...].*

24. The wording of art. 21 (1) FDC 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, a subsidiary or an instance of FIFA or CAS are duly complied with. Any such breach shall result in the imposition of the measures listed under said provision.
25. Moreover, art. 21 (7) FDC emphasises that any financial decision issued by FIFA (imposing disciplinary measures) will be automatically enforced by FIFA and the relevant member association.

### **C. Standard of proof**

26. Firstly, the Committee recalled that the burden of proof lies with FIFA, which is required to prove the infringement under art. 41 (1) FDC.
27. Next, the Committee pointed out that, in accordance with art. 39 (3) FDC, the standard of proof to be applied in FIFA disciplinary proceedings is that of "*comfortable satisfaction*". According to this standard, the onus is on the competent judicial body to establish the disciplinary violation to its comfortable satisfaction, while taking into account the seriousness of the allegation(s).
28. In this respect, the Committee recalled that the CAS which also applies this standard in disciplinary proceedings, has defined it as a higher standard than the civil one of "*balance of probability*" but lower than the criminal "*proof beyond a reasonable doubt*"<sup>2</sup>.
29. Having clarified the foregoing, the Committee subsequently proceeded to consider the merits of the case at hand.

### **D. Merits of the case**

#### **1. The Registration Ban**

30. 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 violation(s) of the FDC.

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<sup>2</sup> See amongst others CAS 2009/A/1920; CAS 2010/A/2172; CAS 2013/A/3323; CAS 2017/A/5006.

31. In this context, the Committee noted that the Respondent did not dispute that it had been duly notified of the FIFA Decision on 07 August 2023 via an automatic email generated by the FIFA Legal Portal. In particular, this FIFA Decision informed the parties, including the Respondent, that the Proposal issued on 30 July 2023 had become final and binding on the Club. Moreover, the said email also provided a copy of the final and binding Proposal, which specified, *inter alia*, that if the amount(s) due by the Club to the Player were not paid within 30 days of the date on which the Proposal became final and binding, a ban on registering new players was to be issued on the Club until the complete amount due is paid.
32. Moreover, the Proposal also contained a "NOTE RELATING TO THE REGISTRATION BAN", which provided the following information:
- "The registration ban mentioned in para. 2. of the present proposal **will be implemented automatically and immediately at national and international level by the [Respondent] 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.** In such case, the Respondent's association is reminded of its duty to implement this decision and provide FIFA with proof that the registration ban has been implemented at national level, any failure to do so being subject to potential sanctions (which can lead to an expulsion from FIFA competitions) being imposed by the FIFA Disciplinary Committee. (...)" (emphasis added).*
33. In view of the above, the Committee considered that the Respondent had received the relevant information concerning the disciplinary proceedings involving its affiliated club, CS Emelec, and that it was the Respondent's duty to take the appropriate measures to ensure that it could comply with its obligations in accordance with art. 21 (7) FDC.
34. Put differently, the Committee held that the Respondent had been provided with all the relevant information, namely that as from 7 August 2023, its affiliated club CS Emelec had 30 days to settle its debt to the Player, failing which the Respondent had to automatically implement the Registration Ban foreseen in the Proposal and the FIFA Decision, which the latter failed to do in view of the case file at the Committee's disposal.
35. In addition, the Committee pointed out that the Proposal – and art. 21 (7) FDC – was clear and left no room for interpretation, in that upon expiry of the 30-day grace period, the Respondent had to implement the ban automatically, *i.e.*, without any further formal decision or order to be issued by the FIFA Disciplinary Committee or its secretariat. Therefore, the fact that the email dated 14 September 2023, informing the parties that the Registration Ban had been implemented, did not contain an attachment could not be used as an excuse by the Respondent for its failure to implement the Registration Ban on time.
36. As such, the Committee was comfortably satisfied that the Respondent had been duly notified of the FIFA Decision, along with the final and binding Proposal, and should have implemented the Registration Ban accordingly, namely upon expiry of the 30-day period which began to run on 7 August 2023.

37. For the sake of clarity, the Committee noted that FIFA (i) entered the Registration Ban into the Transfer Matching System (TMS) on 14 September 2023, (ii) provisionally lifted it on 27 February 2024, before (iii) permanently lifting it on 7 March 2024.
38. Therefore, the Committee concluded that the Club was prevented from registering new players – both nationally and internationally – as from 14 September 2023 up until 27 February 2024 in accordance with the Registration Ban.

## **2. Players registered for the Club during the Registration Ban**

39. With those elements in mind, the Committee however remarked from the case file that the Respondent had proceeded to register 24 players for the Club during the period in which the latter was serving the said Registration Ban, *i.e.*, between 14 September 2023 and 27 February 2024.<sup>3</sup>
40. In this context, the Committee first noted that out of these 24 players, 6 appeared to fall under one of the exceptions provided for in the [FIFA Circular no. 1843](#), *i.e.*, a return from loan upon the natural expiry of the said loan.<sup>4</sup>
41. Furthermore, and according to the said FIFA Circular, the Committee found important to highlight that in order not to hinder the development of young football players, clubs subject to a registration ban may register players for its youth teams, such possibility being limited to players until the age of 15.
42. In this respect, the Committee noted that the remaining 18 players had all been registered for the "youth team" of the Club.

## **3. Violation of the Registration Ban**

43. However, the Committee observed however that from these 18 players registered for the Club's youth teams, 3 of them exceeded the age of 15 at the time of their registration, namely Adrian Patricio Cortez Caicedo (16 years old), Adriano Francisco Gonzalez Gomez (16 years old), and Jefferson Jorge Micolta Quiñonez (18 years old).
44. The Committee therefore considered that these 3 players did not fall within the scope of the abovementioned exception and had therefore been registered by the Respondent in violation of the Registration Ban in force at that time.
45. As a result, the Committee had no other alternative but to conclude that, by registering those 3 players, the Respondent had failed to respect the FIFA Decision and, as such, had to be held liable for a breach of art. 21 FDC.

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<sup>3</sup> The mentioned twenty-four (24) players all having been subject to a domestic/national registration.

<sup>4</sup> Bryan Steven Wittle Caicedo (23 years old), Mauricio Edison Castillo Peredo (22 years old), Byron Efrain Palacios Velez (28 years old), Kevin Aldahir Rivera Reyes (23 years old), Roberto Daniel Garces Salazar (30 years old), Ernesto Sebastian Tarira Alvarez (19 years old).

46. For the sake of good order, the Committee recalled that 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, 2019 edition (current art. 21 FDC, 2023 edition) if it fails to comply with said decision<sup>5</sup>. This is whether such violation is *"intentionally, or at least utterly negligently"*.
47. Having determined the foregoing, in particular that the Respondent should be held liable for having breached art. 21 FDC, the Committee held that the latter had to be sanctioned accordingly.

#### 4. Determination of the sanction

48. As 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.
49. 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.
50. 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.
51. 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.
52. 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. 59 (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"*).
53. 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 CAS. In fact, this provision is of utmost importance as the whole football

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<sup>5</sup> CAS 2020/A/7251

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.

54. 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.
55. 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.
56. 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.
57. Such stance had been confirmed by CAS which deemed that a violation of art. 15 FDC, 2019 edition (current art. 21 FDC, 2023 edition) by a member association is a *"serious violation that warrants a serious sanction"*<sup>6</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"*.
58. 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 6 (3) FDC.
59. 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. 25 (1) FDC).
60. As established above, the Respondent was found liable for the failure to respect/comply with a decision passed by FIFA (art. 21 FDC).
61. In this respect, the Committee took into account that the Respondent had expressed its lack of intention to breach the FIFA rules, regulations or directives. This said, the Committee however held that it could not be disregarded that 3 players were registered with the Club in contravention of the Registration 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.

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<sup>6</sup> CAS 2020/A/7251.

62. Given the above, the Committee recalled that anyone found in breach of art. 21 FDC – as is the case of the Respondent – shall in principle *“be fined for failing to comply with a decision”*. In the case of associations, additional measures may also be imposed.
63. 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.
64. 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.
65. Having examined FIFA's case law,<sup>7</sup> the Committee concluded that that a fine amounting to CHF 50,000 is considered to be an appropriate and proportionate sanction in the present case and is in line with the abovementioned case law. In particular, the Committee was satisfied that such amount would serve the necessary deterrent effect on the Respondent.

#### IV. DECISION OF THE DISCIPLINARY COMMITTEE

- 1. The Ecuadorian Football Association is found responsible for failing to comply with final FIFA decisions by registering (new) players for its affiliated club, Club Sport Emelec, despite the registration ban(s) imposed on the latter by FIFA.**
- 2. The Ecuadorian Football Association is ordered to pay a fine to the amount of CHF 50,000.**
- 3. The fine is to be paid within 30 days of notification of the present decision.**

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION

  
Lord VEEHALA

Member of the FIFA Disciplinary Committee

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<sup>7</sup> Decision issued on 4 November 2021 in FDD-9248; Decision issued on 20 November 2021 in FDD-9161; Decision issued on 1 February 2022 in FDD-9478; Decision issued on 24 March 2022 in FDD-7786.

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**NOTE RELATING TO THE LEGAL ACTION:**

According to art. 58 (1) of the FIFA Statutes reads together with arts. 52 and 61 of the FDC, 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.