CAS 2019/A/6276 Eskişehir Kulübü Derneği v. Ruud Boffin & FIFA

AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Dr Marco Balmelli, Attorney-at-law, Basel, Switzerland

in the arbitration between

Eskişehir Kulübü Derneği, Turkey

Represented by Mr Emirhan Çeviker, Attorney-at-law, Istanbul, Turkey

- Appellant -

and

Ruud Boffin, Belgium

Represented by Mr Kristof De Saedeleer, Attorney-at-law, Van Landuyt & Partners, Dilbeek, Belgium

- First Respondent -

and

Fédération Internationale de Football Association (FIFA), Switzerland

Represented by Mr Jaime Cambreleng Contreras and Mr Francisco Chamut, Attorneys-at-law, FIFA Litigation Department

- Second Respondent -

I. PARTIES

1. Eskişehir Kulübü Derneği (the "Appellant" or the "Club") is a professional football club with its registered office in Eskişehir, Turkey. The Appellant is affiliated with the Turkish Football Federation (the "TFF"), which is, in turn, affiliated with the Fédération Internationale de Football Association ("FIFA").

2. Ruud Boffin (the "First Respondent" or the "Player") is a professional football player from Belgium.

3. FIFA (the "Second Respondent") is the international federation governing the sport of football worldwide based in Zurich, Switzerland.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as established on the basis of the Parties' written submissions and the evidence examined in the course of the present appeals arbitration proceeding. This background information is given 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 analysis.

A. Proceedings before the FIFA Dispute Resolution Chamber

5. On 10 August 2018, the FIFA Dispute Resolution Chamber (the "FIFA DRC") decided (the "FIFA DRC Decision") that the Appellant had to pay to the First Respondent EUR 410,000 as outstanding remuneration within 30 days as from the date of notification of the FIFA DRC decision, plus interest at the rate of 5% that would fall due as expiry of the aforementioned time limit until the date of effective payment (the "FIFA DRC Decision").

6. On 16 August 2018, the findings of the FIFA DRC Decision were duly communicated to the Parties. As the FIFA DRC Decision has not been contested, it became final and binding.

B. Proceedings before the FIFA Disciplinary Committee

7. As the aforementioned amount was not paid to the First Respondent within the deadline, the Secretariat of the FIFA Disciplinary Committee (the "FIFA DC") opened disciplinary proceedings against the Appellant on 7 March 2019.

8. Additionally, the FIFA DC Secretariat informed the Appellant that the case would be submitted to a member of the FIFA DC on 18 March 2019, and invited the Appellant to provide its position by 13 March 2019 at the latest. The FIFA DC Secretariat informed the Appellant that should it pay the outstanding amount within the aforementioned deadline, and upon confirmation from the First Respondent that the payment had been received, the case would not be submitted to a member of the FIFA DC and the disciplinary proceedings would

be closed. However, the Appellant did not present any position and failed to pay the outstanding remuneration to the First Respondent.

9. On 18 March 2019, the Chairman of the FIFA DC, Mr Anin Yeboah, issued Decision No 190167 PST TUR ZH (the "Appealed Decision") on the matter by means of which the Appellant was found to have infringed Article 64 of the FIFA Disciplinary Code (the "FDC") and was ordered to pay the amounts stipulated therein, within 60 days of its notification. Within the same deadline, the FIFA DC ordered the Appellant to pay a fine to FIFA in the amount of CHF 20,000. The Appealed Decision further ordered that if payment of the awarded amounts was not made by said deadline, the TFF would automatically deduct six points from the Appellant, and a ban from registering new players, either nationally or internationally, for two entire and consecutive registration periods would be imposed on the Appellant as from the first day of the next registration period following the expiry of the granted deadline. Eventually, the FIFA DC stated that if the Appellant still failed to pay the amount due to the First Respondent even after the deduction of points, it would decide on a possible relegation of the Appellant's first team to the next lower division.

10. On 18 April 2019, the grounds of the Appealed Decision were communicated to the Appellant.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

11. On 8 May 2019, the Club filed a Statement of Appeal with the Court of Arbitration for Sport ("CAS") pursuant to Article R48 of the Code of Sports-related Arbitration (2019 edition) (the "CAS Code"), with the CAS against the Respondents with respect to the decision rendered by the FIFA DC on 18 March 2019.

12. In its Statement of Appeal, the Club also applied for a stay of execution of the Appealed Decision. Furthermore, the Appellant proposed that the present case shall be submitted to a Sole Arbitrator.

13. On 14 May 2019, the CAS Court Office initiated the present arbitration procedure and *inter alia* invited the Respondents to inform the CAS Court Office whether they agreed with the appointment of a Sole Arbitrator.

14. On 17 May 2019, the Appellant filed its Appeal Brief pursuant to Article R51 of the CAS Code.

15. On 20 May 2019, the Second Respondent informed the CAS Court Office that it agreed with the Appellant's proposal of submitting the present case to a Sole Arbitrator as long as s/he is chosen from the football list. The Second Respondent also argued that the Appellant's request for stay of execution of the Appealed Decision is moot and should be consequently dismissed.

16. On 20 May 2019, the CAS Court Office invited the Appellant to inform the CAS Court Office whether it maintained its request for a stay.

17. On 21 May 2019, the Second Respondent indicated that it believed that the payment of the Appellant's share of the advance of costs had not been made. Therefore, and in accordance with Article R55 para. 3 of the Code, the Second Respondent requested that the time limit for the filing of its Answer be set aside and fixed after the Appellant paid the aforementioned advance of costs.

18. On 21 May 2019, in response to the Second Respondent's letter, the CAS Court Office informed the Parties that the time limit to file the Answer had been set aside and a new time limit would be fixed upon the Appellant's payment of its share of the advance of costs.

19. On 23 May 2019, the First Respondent informed the CAS Court Office that he agreed with the appointment of a Sole Arbitrator and, further to Article R55 para. 3 of the Code, the Second Respondent requested that the time limit for the filing of his Answer be set aside and fixed after the Appellant paid the aforementioned advance of costs.

20. On 23 May 2019, the Appellant informed the CAS Court Office that it withdrew its request for a stay.

21. On 24 May 2019, the CAS Court Office informed the Parties that the First Respondent's time limit to file the Answer had been set aside and a new time limit would be fixed upon the Appellant's payment of its share of the advance of costs.

22. On 19 June 2019, the CAS Court Office informed the Parties that the Appellant had paid the totality of the advance of costs for the present proceedings. Consequently, the CAS Court Office invited the Respondents to submit their respective Answers. The CAS Court Office further informed the Parties, on behalf of the Division President of the CAS Arbitration Division, that Dr Marco Balmelli, Attorney-at-law in Basel, Switzerland, had been appointed as Sole Arbitrator in the present proceedings.

23. On 24 June 2019, the First Respondent filed his Answer with the CAS in accordance with Article R55 of the CAS Code.

24. On 9 July 2019, the Second Respondent filed its Answer with the CAS in accordance with Article R55 of the CAS Code.

25. On 11 July 2019, the Parties were invited to inform the CAS Court Office whether they preferred a hearing to be held in this matter or for the Sole Arbitrator to issue an award based solely on the Parties' written submissions.

26. On 11 and 12 July 2019 respectively, the Respondents informed the CAS Court Office that they did not wish for a hearing to be held and that rather that the Sole Arbitrator issue an award based solely on the Parties' written submissions.

27. On 16 July 2019, the Appellant, however, informed the CAS Court Office of its preference that a hearing be held in the present matter.

28. On 22 July 2019, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to grant the Parties an additional round of submissions.

29. On 13 August 2019, the CAS Court Office informed the Parties that the Appellant had not filed a Reply nor sent any communication in regard to the subsequent round of pleadings, and that the Sole Arbitrator would nevertheless proceed with the arbitration.

30. In its letter of 14 August 2019, the Second Respondent reiterated its request that a decision be issued solely on the basis of the Parties' written submissions. The First Respondent informed the CAS Court Office in its letter of 19 August 2019 that it fully agreed with the Second Respondent's opinion.

31. On 21 August 2019, the CAS Court Office advised the Parties that the Sole Arbitrator deemed himself sufficiently well-informed to decide the present case based solely on the Parties' written submissions, without the need to hold a hearing. Referring to this, the Appellant informed the CAS Court Office with its letter of 28 August 2019 that, because of the rejection of its hearing request, it considered that its right to be heard had been violated. However, the Appellant neither gave any particular reasons justifying the holding of a hearing, such as the need to call witnesses or experts, nor gave any explanation as to why it did not use the opportunity given by the Sole Arbitrator to file a Reply.

IV. SUBMISSIONS OF THE PARTIES

32. What follows is a summary of the Parties' submissions. To the extent that any contentions are omitted, the Sole Arbitrator notes that he has considered all of the evidence and arguments submitted by the Parties.

A. The Appellant's Submission

33. The Appellant claims that the Appealed Decision is disproportionate, particularly regarding the deduction of six points and the possible relegation of its first team, as exercising the Appealed Decision will cause irreparable damages to the Appellant's future.

34. Based on the aforementioned grounds, the Appellant seeks the following prayers for relief:

"1.- To accept this appeal against the decision of the Disciplinary Committee of FIFA dated 18 March 2019,

2.- To accept request of suspension of execution regarding the decision,

3.- To adopt an award declaring the annulation of the said decision, in particularly the fine in the amount of 20.000 CHF and six (6) points deduction, the ban from registering new players, either nationally or internationally, for two entire and consecutive registration periods and the possible further measures which decided in the appealed FIFA Disciplinary Committee decision."

B. The First Respondent's Submission

35. The First Respondent underlines that the Appellant did not dispute the fact that the FIFA DRC Decision is in force, and therefore final and binding. Furthermore, the First Respondent emphasizes that the Appellant admittedly did not pay any of the amounts due in accordance with the FIFA DRC Decision. In the First Respondent's opinion, the Appellant therefore clearly violated Article 64(1) FDC, which leads to disciplinary measures.

36. According to the First Respondent, the CHF 20,000 fine falls within the regulatory parameters pursuant to Article 15 (2) FDC, just like the possible imposition of points deduction and relegation in case of continued non-compliance. The First Respondent cited corresponding CAS jurisprudence stating that a sanction imposed by a disciplinary body can be reviewed only when the sanction is evidently and grossly disproportionate to the offence. As the Appellant was ordered to pay EUR 410,000 plus 5% interest p.a. as from the date mentioned in the FIFA DRC Decision until the date of effective payment, the First Respondent does not consider that a fine of CHF 20,000 to be disproportionally high.

37. Furthermore, the First Respondent does not accept the Appellant's explanation that it has a difficult financial situation and that complying with the Appealed Decision would cause additional difficulties, all the more as CAS jurisprudence constantly states that a difficult financial situation alleged by a party before CAS or not recognizing a binding decision of the FIFA DRC is not a justification for its failure to pay its debts to its creditors.

38. Finally, the First Respondent emphasizes that the Appellant has been involved in other proceedings and has been sanctioned for the same breaches.

39. Consequently, the First Respondent finds that the disciplinary sanction on the Appellant is not (evidently and grossly) disproportionate to the offence and should therefore be confirmed.

40. Based on the aforementioned grounds, the First Respondent seeks the following prayers for relief:

"Consequently, the First Respondent respectfully requests that the Sole Arbitrator decides that the decision of the FIFA Disciplinary Committee of 18 March 2019 is upheld.

Secondly, the First Respondent respectfully requests that the Sole Arbitrator fixes a sum of 5,000 CHF to be paid by the Appellant to the First Respondent, to help the payment of its legal fees and costs.

Finally, the First Respondent respectfully requests that the Sole Arbitrator condemns the Appellant to the payment of the whole CAS administration costs and the Arbitrator fee."

C. The Second Respondent's Submission

41. The Second Respondent generally states that the Appellant has already be sanctioned by the FIFA DC on at least 14 occasions during the last five years for breaching Article 64 of the FDC. In this light, the Second Respondent considers the present Appeal as textbook example of abuse of process by the Appellant given that it is bringing the current litigious action with the sole intention of delaying the delivery of justice.

42. Apart from that, the Second Respondent points out that it is clear and uncontested that the Appellant was ordered to pay an amount to the First Respondent of EUR 410,000 plus interest and that it is equally undisputed that no payment has ever been executed by the Appellant, not even when the FIFA DRC Decision became final and binding. The Second Respondent therefore identified an infringement of Article 64 (1) of the FDC.

43. Furthermore, the Second Respondent emphasizes that the Appealed Decision is in line with its longstanding jurisprudence, which has been repeatedly confirmed by the CAS. The Second Respondent therefore describes the Appealed Decision as fully compliant with the principle of proportionality and underlines that the unsubstantiated arguments brought up by the Appellant in this regard were unfounded and inapplicable to the present matter.

44. Based on the aforementioned grounds, the Second Respondent seeks the following prayers for relief:

> *"a. To reject the Appellant's appeal in its entirety;*
>
> *b. To confirm the decision 190167 PST TUR ZH rendered by the FIFA Disciplinary Committee on 18 March 2019;*
>
> *c. 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."*

D. Second round of Submissions

45. The Parties were invited to inform the CAS Court Office whether they prefered a hearing to be held in this matter or for the Sole Arbitrator to issue an award based solely on the Parties' written submissions. Whereas the Appellant requested to hold a hearing, the Respondents did not and agreed that the Sole Arbitrator issue an award on the sole basis of the written submissions.

46. Article R57 (2) of the CAS Code states that "*After consulting the parties, the Panel may, if it deems itself to be sufficiently well informed, decide not to hold a hearing*"; accordingly, there is no duty for the Sole Arbitrator to hold a hearing. In the present proceedings, and pursuant to Article R56 of the CAS Code, the Sole Arbitrator has decided to grant the Parties an additional round of submissions. The Appellant, however, did not file its Reply within the deadline (nor submit any correspondence with regard to its Reply), whereas the

Respondents informed the CAS Court Office that they reiterated the contents of their first submissions.

47. Instead of filing its Reply, the Appellant informed the CAS Court Office that its right to be heard has been violated by the Sole Arbitrator because he rejected the Appellant's hearing request. As noted before, there is no obligation under the CAS Code that the Sole Arbitrator has to hold a hearing. The Appellant's objection regarding the violation of its right to be heard is therefore not justified. This applies all the more as the Sole Arbitrator granted the Parties an additional round of submissions and the Appellant still failed to file its Reply within the given deadline.

V. JURISDICTION, ADMISSIBILITY AND APPLICABLE LAW

A. Jurisdiction

48. The jurisdiction of the CAS – which is not disputed by the Parties – derives from Article 58 (1) of the FIFA Statutes, which provides 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 the CAS within 21 days of notification of the question."

49. Article R47 of the CAS Code provides:

"*An appeal against the decision of a federation, association or sports-related body may be filed with the CAS insofar as 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 it prior to the appeal, in accordance with the statutes or regulations of that.*"

50. It follows that CAS has jurisdiction to decide on the present dispute.

B. Admissibility

51. Article 58 (1) of the FIFA Statutes states:

"*Appeals 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.*"

52. Article 58 (2) of the FIFA Statutes states:

"*Recourse may only be made to CAS after all other internal channels have been exhausted.*"

53. The grounds of the Appealed Decision were notified to the Appellant on 18 April 2019. The Statement of Appeal was filed on 8 May 2019, *i.e.* within the deadline of 21 days set by Article 58 (1) of the FIFA Statutes. The appeal further complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.

54. It follows that the appeal is admissible.

C. Applicable Law

55. Pursuant to Article R58 of the CAS Code:

> *"[t]he 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 the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision."*

56. The Parties refer to the FIFA Regulations. Accordingly, the Sole Arbitrator rules that FIFA Regulations shall apply, with Swiss law applying to fill in any gaps or lacuna, when appropriate.

VI. MERITS

A. The Main Issue

57. The main issue to be resolved by the Sole Arbitrator is whether the disciplinary sanctions imposed on the Appellant by the FIFA DC are disproportionate.

58. The Sole Arbitrator observes that the Appellant argues that the fine of CHF 20,000 is excessive and would cause financial difficulties, whereas the Respondents maintain that the fine is justified.

59. The Sole Arbitrator notes that pursuant to Article 15 (2) FDC, a fine imposed by the FIFA DC shall not be less than CHF 300 and not more than CHF 1,000,000. The fine of CHF 20,000 imposed on the Appellant therefore falls within the regulatory parameters set by the FIFA Disciplinary Code, just like the possible imposition of a points deduction, transfer ban and relegation in case of continued non-compliance.

60. Notwithstanding the above, fines within these parameters may be disproportionate subject to the particular circumstances of the case.

61. The Sole Arbitrator observes that consistent CAS jurisprudence determines the following:

> *"Established CAS jurisprudence* [...] *holds that the principle of proportionality requires an assessment of whether a sanction is appropriate to the violation committed in the case at stake. Excessive sanctions are prohibited (see e.g. CAS 2005/A/830, at paras. 10.21 – 10.31; 2005/C/976 & 986, at paras. 139, 140, 143, 145 – 158; 2006/A/1025, at paras 75 – 103; TAS 2007/A/1252, at paras. 33 – 40, CAS 2010/A/2268 at paras. 141 f, all of them referring to and analysing previous awards and doctrine)"* (CAS Anti-Doping Division *OG AD 16/011*, para. 38 of the abstract published on the CAS website).

62. Furthermore, the Sole Arbitrator observes that it is consistent jurisprudence of CAS to give a certain discretion to decisions of sports governing bodies in respect of the proportionality of sanctions:

"In this latter respect, this Panel agrees with the CAS jurisprudence under which the measure of the sanction imposed by a disciplinary body in the exercise of the discretion allowed by the relevant rules can be reviewed only when the sanction is evidently and grossly disproportionate to the offence (see e. g. the awards of: 24 March 2005, CAS 2004/A/690, § 86; 15 July 2007, CAS 2005/A/830, § 10.26; 26 June 2007, 2006/A/1175, § 90; and the advisory opinion of 21 April 2006, CAS 2005/C/976 & 986, § 143)" (*CAS 2009/A/1817 & 1844*).

63. The Sole Arbitrator fully adheres to this consistent jurisprudence and finds that the fine imposed by the FIFA DC in the Appealed Decision can only be reviewed if it is considered to be evidently and grossly disproportionate to the offence.

64. The Sole Arbitrator will therefore examine whether it considers the fine of CHF 20,000 to be excessive in the sense that it is evidently and grossly disproportionate.

65. In light of the fact that the Appellant failed to comply with the FIFA DRC Decision whereby it was ordered to pay the First Respondent an amount of EUR 410,000 plus 5% interest p.a. as from the dates mentioned in the FIFA DRC decision, until the date of effective payment, the Sole Arbitrator does not find a fine of CHF 20,000 to be disproportionally high. The Sole Arbitrator finds that a fine of CHF 20,000 is not of such significance that it would reasonably prevent the Appellant from complying with its obligation towards the First Respondent and pay him an amount of EUR 410,000 plus a significant percentage of interest that has accrued for a long time already. Indeed, the fine only amounts less than 4.5% of the Appellant's total debt towards the First Respondent.

66. Furthermore, the Sole Arbitrator notes that the Appellant's position that the fine is excessive, remained entirely unsubstantiated by any evidence.

67. Moreover, the Second Respondent proved that the FIFA DC imposed fines of CHF 20,000 in at least five other decisions. In these five decisions exhibited to the Answer of the Second Respondent, the clubs in question had debts in the range between CHF 384,555.20 and CHF 497,972, which outstanding debts are therefore comparable to the debt of EUR 410,000 (app. CHF 446,900) in the matter-at-hand.

68. In view of this evidence, the Sole Arbitrator does not consider the fine of CHF 20,000 to be disproportionate.

69. The FIFA DC granted to the Appellant a final deadline of 60 days as from notification of its decision in which to settle its debt to the First Respondent. If payment is not made to the First Respondent within this deadline, the FIFA DC indicated that it would impose further sanctions:

- a deduction of six points to be executed by the TFF without a further formal decision having to be taken nor any order to be issued by the FIFA DC or its Secretariat; and

- a ban from registering new players, either nationally or internationally, for two entire and consecutive registration period as from the first day of the next registration period following the expiry of the granted deadline. Once the deadline has expired, the transfer ban will be implemented automatically at the national and international levels by the TFF and FIFA respectively, without a further formal decision having to be taken nor any order to be issued by the FIFA DC or its Secretariat.

- If the Appellant still failed to pay the amount due to the First Respondent even after the deduction of points, the FIFA DC, upon request of the First Respondent, would decide on a possible relegation of the Appellant's first team to the next lower division.

70. As the deadline of 60 days has already expired and, to the knowledge of the Sole Arbitrator, the amounts due have not been paid by the Appellant, the Sole Arbitrator therefore assumes that at least the sanction regarding the points deduction and transfer ban will be imposed. Insofar as the Appellant challenges the imposition of a points deduction, a transfer ban and relegation in case of continued non-compliance with the FIFA DRC Decision, the Sole Arbitrator observes that the Appellant did not submit sufficient arguments or evidence in this respect. In any event, the Sole Arbitrator finds that the imposition of such sporting sanctions in case of continued non-compliance is not disproportionate, should the Appellant indeed fail to comply with the FIFA DRC Decision in the future.

71. Consequently, the Sole Arbitrator finds that the disciplinary sanction imposed on the Appellant by the FIFA DC is not (evidently and grossly) disproportionate to the offence and is therefore confirmed.

B. Conclusion

72. Based on the foregoing, the Sole Arbitrator holds that the disciplinary sanction imposed on the Appellant by the FIFA DC is not disproportionate.

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

VII. COSTS

74. 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."

75. Furthermore, Article R64.5 of the CAS Code reads as follows:

"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."

76. Having taken into account the outcome of the arbitration, in particular that all of the Appellant's arguments are rejected, the Sole Arbitrator orders that the arbitration costs, which will be determined and served to the Parties by the CAS Court Office in a separate letter, shall be borne by the Appellant in their entirety.

77. The only remaining issue for the Sole Arbitrator to decide on costs is whether the Respondents, who are clearly the prevailing Parties, should be granted a contribution towards their legal fees and other expenses incurred in connection with the proceedings. As the Second Respondent is not represented by external Counsel and did not provide any evidence that proves the existence of legal fees and other expenses incurred by the Appellant in connection with this appeal, it shall bear its own costs and expenses. With regards to the First Respondent, the Sole Arbitrator notes that it was represented by an attorney. First Respondent therefore requested for a sum of CHF 5,000 to help the payment of the respective legal costs. Taking into account the complexity and outcome of this appeal, as well as the conduct and the financial resources of the Parties so far as known to the Sole Arbitrator based on the material before him, the Sole Arbitrator orders the Appellant to pay the First Respondent a contribution of CHF 3,500 towards the legal fees and other expenses incurred by the First Respondent in connection with this appeal.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 8 May 2019 by Eskişehir Kulübü Derneği against the decision issued on 18 March 2019 by the FIFA Disciplinary Committee is dismissed.

2. The decision issued on 18 March 2019 by the FIFA Disciplinary Committee is confirmed.

3. The costs of these arbitration proceedings, to be determined and served to the Parties by the CAS Court Office in a separate letter, shall be borne by Eskişehir Kulübü Derneği in their entirety.

4. Eskişehir Kulübü Derneği is ordered to pay to Ruud Boffin an amount of CHF 3,500 (three thousand five hundred Swiss Francs) as a contribution towards his legal costs and expenses incurred in connection with the present arbitration proceedings.

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

Seat of arbitration: Lausanne, Switzerland

Date: 20 January 2020

THE COURT OF ARBITRATION FOR SPORT

Marco Balmelli
Sole Arbitrator