



**Arbitration CAS 2015/A/3886 FC Goverla v. Football Federation of Ukraine (FFU), award of 17 August 2015**

Panel: Prof. Petros Mavroidis (Greece), Sole arbitrator

*Football*

*Disciplinary sanction against a club for failure to comply with a national association's decisions*

*Scope of the appeal before the CAS*

*Validity of a national football association appeal body's decision confirming a disciplinary sanction against a club*

1. **Decisions taken by a national association's bodies which have not been appealed within the statutory time limits are final and binding on their addressee and cannot be appealed to the CAS.**
2. **According to a national association's disciplinary regulations, disciplinary sanctions shall be imposed on the breaching party if compliance with decisions by the association's bodies has not been achieved within a specified time period. In this respect, a club's failure to comply with the national association's decisions ordering it to pay due wages and compensation to a coach, sanctioned by a deduction of three points, is a twofold offense: on the one hand the club's non-compliance with a decision of an association's body and on the other hand the continuing non-compliance with the original decision taken by the first instance body of the association. Therefore, the appeal body of that national association confirming deduction of points upon the club does not impose two disciplinary sanctions for one and the same offence and does not contradict the national constitution. This seems to be consistent with the legal maxim *ne bis in idem*.**

**I. THE PARTIES**

1. The Appellant, the Football Club Goverla (the "**FC Goverla**"), is a Ukrainian professional football club playing in the Ukrainian Premier League, Ukraine's top football division.
2. The Respondent, the Football Federation of Ukraine (**FFU**) is the national football association for Ukraine and a member of UEFA and FIFA.

## II. FACTUAL BACKGROUND

3. On June 2012, FC Goverla and Mr. Oleksandr Sevidov concluded an employment contract under which the latter was employed as head coach of the club for two seasons.
4. The contract was terminated at the end of the 2012-2013 season, and the termination was registered in the employment record book of Mr. Sevidov and in the books of the Club as a “dismissal under [Mr. Sevidov’s] *own will*”. Registration of termination of employment contracts is a formal requirement under Ukrainian law. Mr Sevidov subsequently initiated proceedings against FC Goverla before the FFU Dispute Resolution Chamber (**FFU DRC**) claiming that the contract had been terminated under the parties’ mutual agreement, and requested compensation for the termination of the contract, and payment of unpaid wages. FC Goverla submitted counterclaims, claiming that the contract should be considered as prematurely terminated due to a fault of Mr. Sevidov, and requested compensation for this reason.
5. On 27 November 2013, the FFU DRC issued a decision No. 102/09/2013 (the “**FFU DRC Decision**”) pursuant to which it dismissed FC Goverla’s claims and ordered that FC Goverla (i) change the record in Mr. Sevidov’s employment record book from “*dismissed under his own will (art. 38 of Labour Code of Ukraine)*” to “*dismissed under the parties mutual agreement (para.1 art 36 of Labour Code of Ukraine)*”, (ii) pay Mr. Sevidov USD 22 400 of unpaid wages, and (iii) pay Mr. Sevidov an additional amount of USD 50 000 as compensation. Both amounts had to be paid in Ukrainian hryvna (UAH), according to the National Bank of Ukraine’s exchange rate between US dollars (USD) and UAH at the date of payment.
6. On 3 February 2014, FC Goverla appealed the FFU DRC Decision before the Court of Arbitration for Sport (**CAS**). The appeal procedure was registered under reference CAS 2014/A/3481. On 30 April 2014, FC Goverla informed the CAS that it could not pay the Court Office fee and that it wished to withdraw its appeal. Consequently, on 30 June 2014, the CAS issued a Termination Order according to which procedure CAS 2014/A/3481 was terminated and removed from the CAS roll.
7. On 21 August 2014, at the request of Mr. Sevidov, and given FC Goverla’s failure to comply with the FFU DRC Decision, the FFU Control and Disciplinary Committee (**FFU CDC**) issued a decision (the “**First FFU CDC Decision**”) ordering FC Goverla to comply with the FFU DRC Decision and pay to FFU UAH 10 000 as a consequence of its failure to comply. The First FFU CDC Decision was not appealed.
8. On 26 September 2014, at the request of Mr. Sevidov, and given FC Goverla’s failure to comply with the First FFU CDC Decision and the FFU DRC Decision, the FFU CDC issued a decision (the “**Second FFU CDC Decision**”) ordering FC Goverla to comply with the FFU DRC Decision of 27 November 2013, and pay to FFU an increased amount of UAH 25 000 as a consequence of its failure to comply. The Second FFU CDC Decision was not appealed.
9. On 24 October 2014, at the request of Mr. Sevidov, and given FC Goverla’s failure to comply with the FFU DRC Decision, the First FFU CDC Decision and the Second FFU CDC

Decision, the FFU CDC issued a decision (the “**Third FFU CDC Decision**”) ordering FC Goverla to comply with the FFU DRC Decision of 27 November 2013 by paying in favour of Mr. Sevidov the amounts ordered by the FFU DRC Decision within ten days from the date of receipt of the Third FFU CDC Decision, and then to submit documentary evidence of payment to the FFU CDC. The Third FFU CDC Decision also provided that should FC Goverla fail to comply with this decision within the prescribed term it shall be obliged to pay an increased amount of UAH 37 500 to the FFU. Finally, the Third FFU CDC Decision warned FC Goverla that its main team could be deprived of 3 (three) points in the Ukrainian Championship season 2014/2015 should it continue to fail to comply with the FFU DRC Decision of 27 November 2013 in the future. The Third FFU CDC Decision was not appealed.

10. On 7 November 2014, at the request of Mr. Sevidov, and given FC Goverla’s failure to comply with the Third FFU CDC Decision, the FFU CDC issued a decision (the “**Fourth FFU CDC Decision**”) ordering, in its clause 2.1, FC Goverla to comply with the FFU DRC Decision of 27 November 2013 by paying in favour of Mr. Sevidov the amounts that had been adjudicated in his favour within ten days from the date of receipt of the Fourth FFU CDC Decision, and then to submit documentary evidence of payment to the FFU CDC. The Fourth CDC Decision also provided that should FC Goverla fail to comply with this decision within the prescribed time limit, its football team would automatically be deprived of 3 (three) points in the Ukraine Championship season 2014/2015 (in accordance with paragraph 59 of Annex 2 of the FFU Disciplinary Regulations and Article 13, paragraph 3.8 of the FFU Disciplinary Regulations). The Fourth FFU CDC Decision was notified to the parties on 12 November 2014.
11. On 21 November 2014, FC Goverla appealed the Fourth FFU CDC Decision. FC Goverla argued *inter alia* and in particular that :
  1. the Fourth FFU CDC Decision was in contradiction with Article 61 of the Constitution of Ukraine according to which “*for one and the same offence, no one shall be brought twice to legal liability of the same type*”;
  2. the FFU DRC Decision and the FFU CDC decisions could not be complied with as an inspector of the Regional State Labour Inspectorate of Zakarpatska Oblast of the State Labour Inspectorate of Ukraine (the “**Labour Inspector**”) conducted an audit of FC Goverla regarding compliance with the labour legislation on 20 November 2014 and would have issued an order which would prevent FC Goverla from amending Mr. Sevidov employment record book as ordered by the FFU DRC Decision.
12. On 17 December 2014, the FFU Appeals Committee (**FFU AC**) issued a decision (the “**FFU AC Decision**”) which confirmed the Fourth FFU CDC Decision:

“[...] *the Appeal Committee of FFU*

RESOLVED:

1. *to dismiss the appeal of FC “Goverla” against the decision of the Control and Disciplinary Committee of FFU of November 7, 2014 concerning the subject “On The Course of Execution of Clause 2.1 of the*

*Decision of the Control and Disciplinary Committee of FFU of October 24, 2014 by FC "Goverla" in full and due to the absence of any grounds.*

2. *to affirm the decision of the Control and Disciplinary Committee of FFU of November 7, 2014 concerning the issue "On The Course of Execution of Clause 2.1 of the Decision of the Control and Disciplinary Committee of FFU of October 24, 2014 by FC "Goverla"*
  3. *In accordance with article 54, section 7 of article 91 of the Disciplinary Regulations of FFU, article R49 of the Code of the Court of Arbitration for Sport, the Appeal Committee's decision may be appealed to the Court of Arbitration for Sport in Lausanne within 21 days from the date of its receipt".*
13. The AC based its decision, *inter alia*, on the following:
1. the FFU CDC imposed the sanctions not only for the failure to comply with the FFU DRC Decision, but, each time, also for the failure to comply with its previous decision(s), thus gradually increasing the amount of sanction for non-compliance. Therefore the FFU CDC acted in strict compliance with Article 61 of the Constitution of Ukraine and clause 3, Article 86 of the FFU Disciplinary Regulations according to which "*if the body's decision is not executed within a specific period, it shall be executed by imposing disciplinary sanctions on the guilty party*"; and
  2. that the subject matter examined by the FFU CDC and the FFU AC is limited to the execution of clause 2.1 of the Fourth FFU CDC Decision according to which FC Goverla was ordered to "*satisfy the decision of the Dispute Resolution Chamber of FFU of November 27, 2013 [3] under No.102/09/2013 (by paying relevant money to O.V. Sevidov)*". The FFU CDC is not the body which revises decisions of the FFU DRC. In accordance with Article 60 of the FFU Disciplinary Regulations the FFU CDC only exercises control over the execution of decisions of the FFU DRC. Therefore, the requests of FC Goverla fall outside of the scope of the subject of the dispute.

### **III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

14. On 9 January 2015, FC Goverla filed a Statement of Appeal with the CAS against the FFU AC Decision pursuant to the Code of Sports-related Arbitration 2013 edition (the "**Code**") and Articles 54 and 97 of the FFU Disciplinary Regulations, and paid the CAS Court Office fee. FC Goverla submitted the following requests for relief:

*"FC Goverla hereby requests CAS as follows:*

1. *To annul the decision of AC in the case dated 17 December 2014 in its entirety.*
2. *To rule that the FFU Dispute Resolution Chamber Award of 27 November 2013 is unenforceable.*
3. *To annul any and all sanctions imposed on FC Goverla.*
4. *To terminate proceedings in this matter.*
5. *To rule that all costs related to this procedure shall be borne by the Respondent".*

15. In its Statement of Appeal, the FC Goverla proposed that the present case be submitted to a sole arbitrator, to be appointed by the President of the Appeals Division and agreed upon by FC Goverla and FFU.
16. FC Goverla also requested an extension of 10 days to file its appeal brief.
17. By a letter of 21 January 2015, the FFU objected to the Appellant's request for an extension of its deadline to file the appeal brief, requested, that its deadline to file its answer be fixed after the payment by the Appellant of its share of the advance of costs, and stated that it would agree on any procedural decision to be taken by the CAS on the number of arbitrators.
18. On 26 January 2015, the President of the CAS Appeals Arbitration Division decided to appoint a Sole Arbitrator in accordance with Article R50 of the Code.
19. On 27 January 2015, the President of the CAS Appeals Arbitration Division decided to grant FC Goverla's request and extended the time limit to file its appeal brief until 29 January 2015.
20. On 29 January 2015, FC Goverla filed its Appeal Brief. The reliefs sought by FC Goverla in the Appeal Brief were identical to that sought in its Statement of Appeal.
21. Following the payment by the Appellant of the advance costs, the CAS informed the FFU, by letter dated 2 March 2015, that it had to file its answer within 20 days of the receipt of the said letter by facsimile.
22. On 3 March 2015, the President of the CAS Appeals Arbitration Division appointed as Sole Arbitrator Prof. Petros C. Mavroidis, professor in Commugny, Switzerland.
23. On 23 March 2015, the FFU filed its Answer in which it submitted the following request for relief: FFU *"kindly ask the Panel to reject all requests for relief of FC Goverla"*.
24. On 2 April 2015, the Appellant submitted a decision of the Zakarpattya District Administrative Court dated 24 February 2015 in the case No. 807/9/15 issued in a case between FC Goverla and the Labour State Inspection and requested, on the basis of Article R32 of the Code, that the proceedings be suspended for a period of no less than two months, in view of *"its potential effect on the substantive part of the pending appellate proceedings before CAS, an appeared option to revise FFU Chamber Decision dated 27 November 2013, which is the primary ground of the appealed FFU Appellate Committee Decision"* and in order *"to enable Appellant to exhaust all available legal remedies provided by the FFU"*.
25. On 7 April 2015, the Respondent objected to the request for suspension, arguing that the decision submitted by the Appellant was outside of the scope of the arbitration and of no impact on the case.
26. On 8 April 2015, the Sole Arbitrator decided that the issue of the suspension of the proceedings would be decided after having heard the parties at the hearing. This request for suspension was not reiterated by the Appellant, and not discussed at all by the parties at the

hearing. In the absence of a request to this effect, the Sole Arbitrator decided that the issue had been by then moot.

27. On 30 April 2015, both parties signed the Order of Procedure.
28. On 23 June 2015, the hearing in this matter was held at the CAS headquarters in Lausanne, Switzerland.
29. In addition to the Sole Arbitrator, the *ad hoc* clerk, Mr Hervé Le Lay, and the Counsel to the CAS, Mr. Fabien Cagneux, the following persons were present at the hearing:

For the Appellant:

- Oleksandr Shurfrych, FC Goverla Vice-President

For the Respondent:

- Anton Bychkiv, Head of arbitration and litigation Department of FFU

- Denys Lutiuk, Deputy Head of arbitration and litigation Department of FFU

30. At the end of the hearing, following a specific request by the Sole Arbitrator to this effect, the parties present expressed their satisfaction with the manner that the whole process had been conducted, reaffirming that due process had been observed, and that their right to be heard had been fully respected.
31. Notwithstanding the above, in the course of the hearing, and following the presentation of their claims and arguments, the Sole Arbitrator invited the parties to try to settle the case amicably. The parties agreed to suspend the proceedings, originally until 30 June 2015. On 1 July 2015, the Respondent requested a further suspension of the proceedings until 8 July 2015 in order to provide sufficient time to the parties to try to reach an amicable settlement of the dispute. On the same day, the CAS Court Office invited the parties to inform it of whether a settlement agreement had been reached before 8 July 2015, failing which the Sole Arbitrator shall proceed with the rendering of an award in due course. Upon request of Appellant dated 10 July 2015, this time limit was extended until 17 July 2015.
32. On 20 July 2015, the CAS Court Office informed the parties that the CAS had not received any information that the parties would have reached a settlement agreement and that the Sole Arbitrator would therefore proceed with the issuance of the award.
33. At the date when the present award, the CAS had been notified of no information to the effect that the parties had reached a settlement agreement.

#### IV. ARGUMENTS OF THE PARTIES

34. This summary only mentions the parties' key arguments to support their claims. The Sole Arbitrator examined thoroughly the entirety of the file and has taken into account all arguments and exhibits submitted during the written and the oral phase of the proceedings, including those not mentioned in this award.
35. The written and oral arguments of the Appellant may be summarized as follows:
- Ukrainian law is applicable to the matter; therefore the bodies of football justice while performing their duties of adjudicating disputes shall ensure that the legislation of Ukraine is observed.
  - The Fourth FFU CDC Decision is in contradiction with Article 61 of the Constitution of Ukraine according to which "*for one and the same offence, no one shall be brought twice to legal liability of the same type*". Thereby, this constitutional provision shields from liability a person refusing to execute a decision which would violate the law of the State. If FC Goverla complies with the FFU DRC Decision, it might face administrative and criminal liability but if it chooses not to execute the FFU DRC Decision and the FFU CDC decisions in order to respect Ukrainian law, it faces sanctions by the FFU.
  - The decisions of the FFU CDC and the FFU DRC are unenforceable as they were issued in violation of the requirements of clause 1, Article 36 and clause 1, Article 38 of the Labour Code of Ukraine and might trigger administrative and criminal liability if they were complied with by FC Goverla.
    - The Fourth FFU CDC Decision and the FFU AC Decision sanctioned FC Goverla with a monetary fine and a deprivation of 3 (three) points in the Ukraine Championship season 2014/2015 for failure to comply with the FFU DRC Decision. In its decision, the FFU DRC ordered FC Goverla to amend the reason for the termination of Mr. Sevidov's employment contract in his employment record book and pay him arrears of wage as well as additional payments.
    - FC Goverla could not perform the FFU DRC Decision because amendments in employment record book can only be ordered by decisions of national courts and not by bodies of sport justice.
    - Moreover, the Labour Inspector found that the internal order issued by FC Goverla in order to comply with the FFU DRC Decision and to amend the employment record book violated the Labour Code of Ukraine. The Labour Inspector also found that "*there was no mutual agreement of the Parties*" to terminate Mr. Sevidov's employment contract.
    - Therefore, the provision of the FFU DRC Decision relating to the amendment of the employment record book is unenforceable and as the FFU DRC Decision is only enforceable as a whole, thus the whole FFU DRC Decision is unenforceable. The Fourth FFU CDC Decision sanctioned the FC Goverla not only because it

failed to pay Mr. Sevidov his unpaid wages but also because it failed to amend Mr. Sevidov's employment record book.

- The core issue of the dispute pending before the CAS is whether FC Goverla can be held liable for non-performance of the FFU DRC Decision and if the FFU DRC Decision can be considered as enforceable under Ukrainian law.

36. The written and oral arguments of the FFU may be summarized as follows:

- FC Goverla appealed solely the FFU AC Decision affirming the Fourth FFU CDC Decision regarding sanctions for the non-performance of the FFU DRC Decision. The scope of the appeal should be limited to the deprivation of 3 (three) points in the Ukraine Championship season 2014/2015.
- The scope of the hearing is whether FFU CDC imposed properly or not sanctions on FC Goverla for non-compliance with the Third FFU CDC Decision and FFU DRC decision dated 27 November 2013 (particularly in the question of payments by FC Goverla of the outstanding debts to Mr Sevidov).
- The Third FFU CDC Decision and the FFU DRC Decision had already come into force. Therefore, the reconsideration of the FF UAC Decision cannot go beyond the scope exposed by the Respondent.
- The FFU CDC is not the instance which revises decisions of the FFU DRC. In accordance with provision of clause 6, Article 60 of the FFU Disciplinary Regulations it only exercises control over the execution of decisions of the FFU DRC.
- FC Goverla did not comply with the Third FFU CDC Decision and the FFU DRC Decision.
- The FFU CDC acted in full compliance with clause 3 of article 86 of the FFU Disciplinary Regulations, according to which "*if the body's decision is not executed within specific period, it shall be executed by imposing disciplinary sanctions on the guilty party*".
- The Appellant did not examine and did not dispose the grounds and conclusions made by the FFU AC in its decision.
- Consequently, there is no reason to review the FFU AC Decision.
- The Respondent also referred the Sole Arbitrator to the reasons of the FFU AC Decision.

37. During the hearing, both parties agreed to limit the scope of the dispute and the mandate of the Sole Arbitrator to the sole issue of the deprivation of three points ordered by the Fourth FFU CDC Decision and confirmed by the FF UAC Decision. The Sole Arbitrator explained why he did not have the mandate to go further: the FFU AC Decision circumscribed the ambit of the dispute between the parties. The Sole Arbitrator explains this key point in more detail *infra*.

## V. DISCUSSION

### A. Jurisdiction of the CAS

38. Article R47 of the Code provides as follows:

*“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 as the parties have concluded a specific arbitration agreement and insofar as the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of the said-related body.*

*An appeal may be filed with the CAS against an award rendered by the CAS acting as a first instance tribunal if such appeal has been expressly provided by the rules applicable to the procedure of first instance”.*

39. In its Statement of Appeal, FC Goverla relied on Articles 54 and 91 (clause 7) of the FFU Disciplinary Regulations, which grant a right of appeal to the CAS as also indicated in the FFU AC Decision. The jurisdiction of the CAS was not contested by the Respondent and was confirmed by the signature by the parties of the Order of Procedure. The CAS accordingly has jurisdiction over the appeal against the FFU AC Decision.

40. During the hearing, both parties agreed to limit the scope of the dispute and the mandate of the Sole Arbitrator to the sole issue of the deprivation of three points ordered by the Fourth FFU CDC Decision and confirmed by the FFU AC Decision.

41. The Sole Arbitrator indeed noted that the FFU DRC Decision, the First FFU CDC Decision, the Second FFU CDC Decision and the Third FFU CDC Decision were all final and binding on their addressee, as they had not been appealed within the statutory time limits. The only decision appealed that was legitimately before the Sole Arbitrator in the instant case was the FFU AC Decision.

42. Hence, (i) the issues of the reason for the termination of the employment contract between FC Goverla and Mr. Sevidov and its consequences in terms of non-payment of wages due, as well as any additional amounts, and the amendment of Mr. Sevidov’s employment record book on which the FFU DRC Decision ruled, and (ii) the complaint regarding the imposition of financial sanctions for non-compliance with the FFU DRC Decision imposed by the First FFU CDC Decision, and increased by the Second FFU CDC Decision and the Third FFU CDC Decision all fall outside the scope of the jurisdiction of the Sole Arbitrator.

43. In this matter, the sole issue to be resolved by the Sole Arbitrator was, therefore, whether the FFU AC had erred in confirming the deprivation of 3 (three) points in the Ukraine Championship season 2014/2015.

### B. Admissibility

44. The Appellant filed its Statement of Appeal within 21 days of receipt of the FFU AC Decision. In addition, none of the parties contested the admissibility of the appeal. It follows that the appeal was filed in due time and is admissible.

C. *Applicable Law*

45. Article R58 of the Code provides as follows:

*“The Panel shall decide the dispute according to the applicable regulations and 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 application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.*

46. In this matter, the FFU AC Decision based its findings on the regulations of the FFU, and in particular the FFU Disciplinary Regulations.

47. The Appellant claims that Ukrainian law should apply in this case. The FFU AC Decision included findings under Ukrainian law, and the matter was an entirely domestic Ukrainian dispute amongst Ukrainian parties.

48. Both the FFU regulations and Ukrainian law are therefore applicable to the dispute.

D. *Merits*

a) Regarding Appellant’s argument that the FFU AC Decision and the Fourth FFU CDC Decision would be contrary to Article 61 of the Constitution of Ukraine

49. Article 61 of the Constitution of Ukraine provides that *“for one and the same offence, no one shall be brought twice to legal liability of the same type”*.

50. The Fourth FFU CDC Decision and the FFU AC Decision imposed a sanction upon FC Goverla, in the form of deduction of three points. The offense sanctioned thereby was twofold: on the one hand FC Goverla’s non-compliance with the Fourth FFU CDC Decision itself, and on the other hand the continuing non-compliance with the original FFU DRC decision of 27 November 2013.

51. Indeed, the Fourth FFU CDC Decision provides: *“1.2 In case of failure to comply with p.1.1 of this decision within ten days from the date of receipt thereof, the main club team will automatically lose 3 (three) tournament points in the Ukraine Championship, Season 2014/2015”*. The offence sanctioned in the Fourth FFU CDC Decision is the non-compliance with the provisions of that very same decision. The FFU AC Decision similarly explained that *“the Control and Disciplinary Committee imposed the sanctions not only for the failure to satisfy the decision of the Dispute Resolution Chamber of FFU, but, each time, for the failure to satisfy new decisions of the Dispute Resolution Chamber of FFU in this regard”*. The FFU AC Decision also pointed towards the continuation of the non-compliance with the FFU DRC Decision after the time limit set forth by the Third and Fourth FFU CDC decisions as the offence sanctioned.

52. The above is consistent with clause 3 of Article 86 of the FFU Disciplinary Regulations, on the basis of which the Fourth FFU CDC Decision and the FFU AC Decision were issued, which provides that *“if the body’s decision is not executed within a specified period, it shall be executed by*

*imposing disciplinary sanctions on the breaching party*". This provision thus provides for disciplinary sanctions if compliance has not been achieved within a specified time period.

53. Therefore, the FFU AC Decision does not impose two disciplinary sanctions for one and the same offence and does not contradict Article 61 of the Ukrainian Constitution. This seems to be consistent with the legal maxim *ne bis in idem*.
54. The Sole Arbitrator recalls that the ambit of the dispute lawfully before him is circumscribed by the decision of the FFU AC. As explained above, that claims against the FFU DRC decision of 27 November 2013 are not admissible at this stage. Under the circumstances, the above exhausts the claims by the Appellant that are directed exclusively against the decision by the FFU AC, and is, consequently, lawfully before the Sole Arbitrator.
55. There is one more claim by the Appellant to which the Sole Arbitrator now turns, which in part refers to the decision by the FFU AC.
  - b) Regarding Appellant's argument that the FFU DRC, FFU CDC and FFU AC decisions would be unenforceable
56. The Appellant's argument pursuant to which the FFU DRC, FFU CDC and FFU AC decision would be unenforceable as the FFU DRC Decision would violate the Labour Code of Ukraine, cannot be upheld insofar as it falls outside of the scope of the arbitration.
57. The FFU AC Decision and the Fourth FFU CDC Decision only rule on FC Goverla's non-compliance with the FFU DRC decision insofar as it orders FC Goverla to pay specified amounts of money to Mr. Sevidov. The Fourth FFU CDC Decision and the FFU AC Decision do not take issue and *a fortiori* do not impose sanction or order any action regarding the part of the FFU DRC Decision that deals with the registration in Mr. Sevidov's employment record book of the rationale for termination of the employment contract. The issue thus, of consistency of these decisions with the Labour Code of Ukraine does not arise at all. Therefore, this claim falls outside the jurisdiction and the mandate of the Sole Arbitrator.
  - c) Conclusion
58. In view of the above findings, the FFU AC Decision must be confirmed and the appeal dismissed.

## ON THESE GROUNDS

### **The Court of Arbitration for Sports rules that:**

1. The Appeal filed by the Football Club 'Goverla' Uzhgorod on 9 January 2015 against the decision of the Appeals Committee of the Football Federation of Ukraine dated 17 December 2014 is dismissed.
2. The decision issued on 17 December 2014 by the Appeals Committee of the Football Federation of Ukraine is fully confirmed.
3. (...).
4. (...).
5. All other or further requests or motions for relief are dismissed.