



Arbitration CAS 2014/A/3574 Barcelona Sporting Club v. Club Atlético Boca Juniors, award of 18 December 2014

Panel: Mr Francisco González de Cossío (Mexico), President; Mr Jeffrey Mishkin (USA); Mr Gustavo Albano Abreu (Argentina)

Football

Transfer

Representation of a party

Procedural defect

1. A claim of insufficient representation has to be decided under the applicable law. When faced with a power of attorney which on its face provides the questioned authority, the onus falls on the moving party to prove why said language is insufficient *in casu*. To the extent the said burden has not been discharged, the claim fails. Both as a matter of burden of proof and as a matter of substance: legal acts are presumed valid. Questions as to their validity must be substantiated – and with evidence outweighing the presumption in favor of their validity.
2. According to the constant jurisprudence of the CAS, a procedural violation is not enough in and by itself to set aside an appealed decision; it must be ascertained that the procedural violation had a bearing on the outcome of the case.

I. THE PARTIES

1. Barcelona Sporting Club (“Barcelona” or the “Appellant”) is a football club with its registered office in Guayaquil, Ecuador. It is a member of the Ecuadorian Football Federation, which in turn is affiliated to Fédération Internationale de Football Association (“FIFA”).
2. Club Atlético Boca Juniors (“Boca” or the “Respondent”) is a football club with its registered office in Buenos Aires, Argentina. It is a member of the Argentinean Football Association (the “AFA”), which in turn is affiliated to FIFA.

II. THE FACTS

3. On 13 July 2012, Boca and Barcelona entered into an agreement pursuant to which Boca transferred to Barcelona the federative and economic rights related to X. (the “Player”) (the “Transfer Agreement”).

4. Pursuant to Clauses 4 and 5 of the Transfer Agreement, Barcelona agreed to pay Boca USD 1'004'000 for the transfer of the Player¹.
5. Under Clause 6 of the Transfer Agreement, Barcelona agreed to pay Boca in four payments on the following dates:
 - a. 20 September 2012 (USD 250'000);
 - b. 20 January 2013 (USD 250'000);
 - c. 20 March 2013 (USD 250'000); and
 - d. 20 June 2013 (USD 254'000).
6. Clause 10 of the Transfer Agreement provided that Barcelona would automatically be in default if it failed to pay any of the installments set forth in Clause 6 and that Boca would not have the obligation to notify Barcelona of its default. Further, Clause 10 contained an acceleration clause pursuant to which all outstanding payments would immediately become due should Barcelona fail to timely make payment on an installment.
7. Barcelona did not make any of the payments due under the Transfer Agreement.
8. On 6 May 2013 Boca sent to the President of the AFA, Mr. Julio Grondona, a letter setting forth a complaint (the "Claim") against Barcelona, requesting the payment of the outstanding balance due to Boca in the amount of USD 1'004'000. Boca requested that the AFA forward the Claim to the FIFA Player's Status Committee (the "PSC") for resolution².
9. As requested by Boca, on 17 May 2013, the AFA forwarded the Claim against Barcelona to Mr. Omar Ongaro, Head of Players' Status and Governance of FIFA.
10. The Claim was accepted by the PSC and, on 10 December 2013, a Single Judge of the PSC partially upheld Boca's claim. The operative part of this decision (the "Decision") reads as follows:
 1. *The claim lodged by the claimant, Atletico Boca Juniors is partially upheld.*
 2. *The respondent, Barcelona Sporting Club, must pay the claimant, Atletico Boca Juniors, the amount of USD 1'004'000 plus an interest of 5% per year from May 17th, 2013 within **30 days** following the notification of the present decision.*
 3. *Any other issue from the claimant, Atletico Boca Juniors, is denied.*

¹ The total amount of USD 1'004'000 was allocated as follows: USD 800'000 for the transfer of the Player, and USD 204'000 for various taxes and other expenses.

² Indeed, the Claim concludes: "Against this background, we hereby request You to forward this complaint to the Players' Status Committee of FIFA, so that it deals with and issues a resolution ordering **BARCELONA SPORTING CLUB** from Ecuador, to pay Club Atlético Boca Juniors the claimed amount of One Million and Forty Thousand Dollars (USD 1,040,000), plus interest accrued until the date of payment and legal expenses".

4. *If the aforementioned sum is not paid within the aforementioned deadline, the present matter shall be submitted, upon request from Atlético Boca Juniors to FIFA's Disciplinary Committee for consideration and a formal decision.*
5. *The amount of CHF 20'000 regarding procedural costs shall be paid within the next 30 days after the notification of its decision.*
 - 5.2 *The amount of CHF 3'000 from the defendant, Barcelona Sporting Club, to the claimant Atlético Boca Juniors.*
 - 5.3 *The amount of CHF 2'000 from the claimant, Atlético Boca Juniors. Taking into consideration the fact that the claimant already paid CHF 5,000 as an advance in procedural costs before this procedure, they are exonerated from the abovementioned costs (...).*
11. On 1 April, 2014, the PSC notified Barcelona of the grounds of the Decision.

III. THE PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT ("CAS")

12. On 21 April 2014, in accordance with Article R47 of the Procedural Rules of the Court of Arbitration for Sport (the "Code"), Barcelona appealed the Decision, naming Boca and FIFA as Respondents.
13. In its Statement of Appeal, Barcelona requested that the proceedings be conducted in Spanish. By communication dated 25 April 2014, CAS granted Boca 3 days to inform it if Boca would agree to proceed in Spanish.
14. On 25 April 2014, Barcelona filed its Appeal Brief.
15. By letter dated 29 April 2014, Boca agreed to Spanish as the language of the proceedings.
16. By letter dated 2 May 2014, FIFA informed CAS that it could not properly be considered as a respondent given the commercial nature of the dispute and requested that it be excluded from the procedure. As a consequence, by letter dated 5 May 2014 CAS requested that Barcelona to inform it whether Barcelona wished to maintain its appeal against FIFA. CAS also suspended the time for respondents to nominate an arbitrator until said matter was resolved.
17. On 15 May 2014, Barcelona informed CAS that it agreed that the procedure should continue without FIFA and that Boca would be the only respondent in the procedure. Barcelona also notified CAS that it wished to use English as the language of the proceedings instead of Spanish, since it had appointed an arbitrator from the United States.
18. By letter dated 19 May 2014, CAS informed the parties that FIFA would no longer be a party to the proceedings. It also confirmed English as the language of the proceedings.

19. By letter dated 22 May 2014, Boca requested an extension of 4 days to answer the appeal in order to translate the relevant documents from Spanish to English.
20. On 19 May 2014, CAS granted the four-day extension requested by Boca to answer the appeal.
21. On 29 May 2014, Boca filed an Answer to the Appeal.
22. On 2 June 2014, CAS invited the parties to inform it whether they wanted a hearing to be held on this matter.
23. On 3 June 2014, Boca informed CAS that it believed that a hearing should not be held because it would unnecessarily increase the costs of the procedure and delay the issuance of the award.
24. On 11 June 2014, Barcelona requested a hearing to be held in this matter.
25. On 8 August 2014, CAS informed the parties that the following Panel had been appointed to decide the case:

<u>President:</u>	Mr. Francisco González de Cossío, attorney-at-law in Mexico City, Mexico
<u>Arbitrators:</u>	Mr. Jeffrey Mishkin, attorney-at-law in New York, United States (nominated by the Appellant)
	Mr. Gustavo Albano Abreu, professor in Buenos Aires, Argentina (nominated by the Respondent).
26. On 18 August 2014, CAS informed the parties that the Panel had decided to hold a hearing in this matter.
27. After consulting the parties, on 17 September 2014, CAS informed the parties that the hearing would take place on 29 October 2014 in Buenos Aires, Argentina.
28. On 10 October 2014, CAS sent the parties an Order of Procedure and requested that they each sign and return a copy by 15 October 2014. Both Appellant and Respondent complied with said request.
29. While *en route* to the hearing, on 27 October 2014, the President of the Panel suffered an acute and unforeseen illness, and informed the other arbitrators and CAS counsel of such fact.
30. On 29 October 2014, a hearing was held in Buenos Aires, Argentina. Present at the hearing were: Mr. Andres Holguin Martinez, counsel for the Appellant, Messrs. Pedro Martin Wolanik and José Luis Vidiri, counsels for the Respondent and Mrs. Itati Encinas, translator for the Respondent.
31. At the beginning of the hearing, Mr. Mishkin informed the parties of the President's illness and asked whether the parties would agree to proceed with the hearing in the absence of the President. Both parties expressly consented to holding the hearing without the President.

32. Counsel for both parties presented opening statements followed by questions from the co-arbitrators. The hearing concluded with closing arguments from counsel for both parties.
33. At the end of the hearing, the parties expressly declared that they were satisfied with the way in which the proceedings had been conducted and that their right to be heard had been fully respected. Furthermore, the President of the Panel was provided with a written report and an audio record of the hearing, so he was informed in detail about the content of such hearing.

IV. SUMMARY OF THE PARTIES' POSITIONS

IV.1 Barcelona

34. Barcelona bases its appeal on alleged procedural deficiencies in Boca's underlying claim before the PSC. First, Barcelona argues that the power of attorney provided by Boca did not empower Boca's lawyers to appear on behalf of Boca before the President of the AFA; therefore the Claim is invalid due to insufficient authority on the part of the lawyers representing Boca.
35. Second, Barcelona argues that Mr. Grondona, as AFA's President, does not have the power or authority to act on behalf of or as a part of either the PSC or FIFA Dispute Resolution Chamber ("DRC"); Mr. Grondona is not a member of either body.
36. Finally, Barcelona argues that, according to Article 9 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (2012 ed.) (the "Rules"), claims are to be submitted via the FIFA General Secretariat. The fact that the claim was filed before the wrong authority (the AFA) — an authority that has no relation to either the PSC or DRC — renders the Claim against Barcelona null and void.

IV.2 Boca

37. Boca denies the arguments raised by Barcelona on appeal. Boca contends that the power of attorney granted to its attorneys, Messrs. Wolanik and Vidiri, authorized them to represent Boca before FIFA's PSC and/or the DRC and, if necessary, before CAS.
38. Boca argues that the Appeal Brief presents no arguments of any kind to support the conclusions that Respondent's attorneys lacked the power to act as they did.
39. Boca properly filed the Claim on 6 May 2013 before FIFA's PSC by sending it together with a letter to Mr. Grondona, asking him to forward the complaint to the PSC. The PSC made no objection with regard to the form of the presentation of Boca's claim, and in accordance with

Article 9, para. 3, of the Rules, the PSC accepted the Claim for resolution³. Appellant's appeal brief lacks any grounds to sustain that Barcelona's assertion that the Claim was filed before the wrong authority.

40. Although the Single Judge of the PSC reduced the allowable interest to 5% per year (from 2% per month specified in the Transfer Agreement), Boca has not filed a cross-appeal of the PSC's decision to reduce the amount of interest.

V. PARTIES' CLAIMS

41. Barcelona requests CAS to:

- a) Declare that the power of attorney that Boca gave to their attorneys, Messrs. Pedro Martin Wolanik and José Luis Rodolfo Vidiri, did not authorize them to present a claim against Barcelona through the AFA or its President.
- b) Annul the Decision of the PSC rendered on 10 December 2013 — which rejected Barcelona's contention that the PSC was not competent to issue a decision on the dispute between Boca and Barcelona — on the ground that the claim was directed to the AFA President.
- c) Order the Respondent to pay the full costs of the arbitral proceedings.
- d) Order the Respondent to pay a contribution towards Barcelona's legal costs in an amount of EUR 5'000.

42. Boca requests CAS to:

- a) Confirm the decision issued by the Single Judge of the PSC dated 10 December 2013;
- b) Charge to the Appellant all the costs in connection with this case before CAS and the claim before FIFA, including the legal fees incurred by Boca.

43. As noted in *supra* paragraph 40, Boca has not asked the Tribunal to consider whether the PSC improperly reduced the interest rate agreed upon by the parties in the Transfer Agreement. Accordingly, the Tribunal will not consider this matter further.

VI. LEGAL CONSIDERATIONS

VI.1 CAS Jurisdiction

44. CAS jurisdiction arises from article 67 of the FIFA Statutes and from article R47 of the Code.

³ The Tribunal relies on the 2012 edition of the Rules because these were the rules in effect at the time that Boca filed its Claim before the PSC.

45. Further, the Decision expressly advises the parties of their right to appeal:

According to schedule by article 67 pair. 1 of the statutes of FIFA, this decision may be appealed before the Court of arbitration for sport (TAS, in its French acronym). The appeal must be brought directly before the TAS within a period of 21 days from the notification of this decision, and shall contain all the elements in accordance with point n° 2 of the guidelines of TAS, a copy of which attached to the present. The appellant has 10 additional days from the expiration of the term for appeal, to present its statement of claims with the description of the facts and legal arguments based on which appeal to CAS (see point in °4 of the attached guidelines).

46. Given the above, and the fact that neither party has challenged the jurisdiction of CAS, the Panel concludes that it has jurisdiction to decide this case.

VI.2 Applicable law

47. Article R58 of the Code provides the following:

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

48. Due to the fact that the parties have not reached any agreement regarding the applicable law (and the underlying Transfer Agreement does not provide a governing law), the Panel has taken into consideration that the Decision comes from a Swiss body – FIFA – and the parties have referred to the application of FIFA Regulations in their briefs.
49. As a consequence of the foregoing, the Panel holds that this procedure shall be resolved in accordance with FIFA Regulations and, additionally, Swiss law.

VI.3 Standard of review

50. Pursuant to R57 of the Code, the Tribunal “*has full power to review the facts and the law*”, and therefore, may hear the appeal *de novo*.

VI.4 Issues

- a) Whether the power of attorney granted to Boca’s attorneys authorized them to present a claim against Barcelona via the AFA.
- b) Whether the Decision must be annulled because it was not directly submitted through FIFA’s General Secretariat.
- c) Allocation of arbitral and legal costs.

51. Each one of these issues shall be analyzed separately.

A. Whether the power of attorney granted to Boca's attorneys authorized them to present a claim against Barcelona via the AFA

52. As noted above, whilst Barcelona contends that the power of attorney conferred by Boca to its lawyers does not empower them to present the claim before the AFA, Boca maintains that the power of attorney did authorize its attorneys to represent Boca before PSC, the DRC and CAS.

53. Notably, Barcelona does not specify why the power of attorney given to Boca's lawyers is insufficient; it merely asserts that it is insufficient and does not empower Boca's lawyers to appear before the President of the AFA.

54. In order to decide this matter, the Panel, exercising its *de novo* power to review the matter, has analyzed the contents of the power of attorney, as well as all the documentation that has been presented in this proceeding.

55. The Panel begins by observing that this contention was not made by Appellant before the PSC. The alleged lack of authority of Boca's attorneys to represent Boca in the proceedings before the PSC has been advanced for the first time on appeal. This fact is material, since it has the procedural implication that Barcelona accepted or impliedly consented to Boca's lawyers' representation of Boca in the proceedings before the PSC, as it failed to object to or challenge the power of attorney during those proceedings.

56. Despite raising this issue for the first time on appeal, the Tribunal finds that, in any event, Barcelona's argument that the power of attorney in favor of Boca's attorneys is deficient is without merit. The text of the power of attorney dated 6 May 2012, granted by Cesar Martucci, Secretary General of Boca, and Oscar Moscariello, Vice President of Boca, on behalf of Boca to Pedro Martín Wolanik and José Luis Rodolfo Vidiri, reads as follows:

(...) otorgamos poder irrevocable a favor de ... para que, actuando en forma conjunta o indistinta cualquiera de ellos, representen legalmente al Club Atlético Boca Juniors ante la Comisión del Estatuto del Jugador y/o la Cámara de Resolución de Disputas de la F.I.F.A., y en su caso ante el Tribunal Arbitral du Sport – Court of Arbitration for Sport, para iniciar y proseguir hasta su total finalización, el reclamo dirigido contra el club Barcelona Sporting Club, de Ecuador, con motivo de la falta de pago del precio establecido en el contrato (...).

(...) we grant an irrevocable power of attorney to...so that jointly or separately any of them represent Club Atlético Boca Juniors before the Player's Status Committee and/FIFA's Dispute Resolution Chamber, and if applicable, before the Tribunal Arbitral du Sport – Court of Arbitration for Sport, in order to initiate and continue up until its finalization the claim presented against Barcelona Sporting Club, from Ecuador, due to the lack of payment of the price established in the agreement (...)

(emphasis added).

57. It is clear from the language of the power of attorney that Boca's lawyers have the express authority to represent Boca before the PSC, DRC and CAS. Accordingly, the issue then becomes whether such language is sufficient under Swiss law to confer sufficient representation. After all, a claim of insufficient representation has to be decided under the applicable law; particularly when on its face it says it confers the challenged authority. And on such issue, Barcelona is silent. Indeed, Barcelona has failed to provide *any* argument that the power of attorney is invalid under Swiss law. When faced with a power of attorney which on its face provides the questioned authority, the onus falls on the moving party to prove why said language is insufficient *in casu*. To the extent the said burden has not been discharged, the claim fails. Both as a matter of burden of proof and as a matter of substance: legal acts are presumed valid. Questions as to their validity must be substantiated – and with evidence outweighing the presumption in favor of their validity.

58. Appellant's claim also rests on the view that the power of attorney did not give Boca's lawyers power to represent Boca before the President of the AFA. However, this argument is without merit because *the Decision was not rendered by the President of the AFA; rather, it was rendered by a Single Judge of the PSC*. Indeed, the process was conducted and directed by the PSC, not by the President of the AFA and there is no evidence that the President of the AFA did anything more other than forward the claim to Mr. Ongaro, Head of Players Status and Governance of FIFA. Hence, because the power of attorney expressly confers upon Boca's attorneys the authority to represent Boca before the PSC, and Appellant has not proven that said language is somehow insufficient, the necessary conclusion is that the power of attorney suffices for purposes of the purported goal.

59. Even if Barcelona had established that the power of attorney was insufficient to grant Boca's attorneys the authority to represent Boca before the PSC – which it could not prove – CAS jurisprudence has consistently held that a procedural violation is not enough to set aside an appealed decision.

60. In the case CAS 2001/A/345, the Panel decided the following:
*"Pursuant to the first paragraph of R57 of the CAS Code, the Panel has full power to review the facts and the law of cases before it. **Any procedural defects which occurred in the internal proceedings of a federation are cured by arbitration proceedings before the CAS**"* (emphasis added).

61. In the same sense, the Panel in CAS 2004/A/777 determined the following:
*"The Panel has found that the Appellant's fundamental rights to be heard and to obtain a fair procedure were breached. However, **according to the constant jurisprudence of the CAS, a procedural violation is not enough in and by itself to set aside an appealed decision (see CAS 2001/A/345, in Digest of CAS Awards III, 240 and the references quoted therein); it must be ascertained that the procedural violation had a bearing on the outcome of the case. Whenever a procedural defect or unfairness in the internal procedure of a sporting body could be cured through the due process accorded by the CAS, and the appealed decision's ruling on the merits was the correct one, CAS panels had no hesitation in confirming the appealed decision**"* (emphasis added).

62. Finally, in CAS 2009/A/1880 & CAS 2009/A/1881, the Panel determined the following:

*1. The CAS does not act as an administrative court reviewing an act of an administrative authority where, usually, the scope of review is characterized by minimum standards of scrutiny, mostly procedural, and the administrative court may not substitute its own judgement for that of the administrative authority. In contrast, it is the duty of a CAS panel in an appeals arbitration procedure to make its independent determination of whether the Appellant's and Respondent's contentions are correct on the merits, not limiting itself to assessing the correctness of the previous procedure and decision. As a consequence, **given the complete power granted by the CAS Code to fully review the facts and the law, any defects of the DRC proceedings and any infringements of the Appellants' procedural rights committed by FIFA bodies or FIFA staff are irrelevant.***

21. Among the numerous CAS panels that have expressed the same notion, the following examples can also be mentioned: CAS 2006/A/1153 at para. 53; CAS 2008/A/1594 at para. 109; TAS 2008/A/1582 at para. 54; CAS 2008/A/1394 at para. 21; TAS 2009/A/1879 at para. 71.

*23. As a consequence, **given the complete power granted by the CAS Code to fully review the facts and the law, the Panel considers as irrelevant any defects of the DRC proceedings and any infringements of the Appellants' procedural rights committed by FIFA bodies or FIFA staff; accordingly, the Panel proceeds to rule on the case de novo superseding the Appealed Decision***" (emphasis added).

Conclusion

63. Based on the above, the Panel holds that: (i) Appellant waived any argument it may have had as to the insufficiency of the power of attorney when it failed to challenge the authority of Boca's attorneys to represent Boca before the PSC; (ii) the power of attorney granted to Boca's lawyers expressly authorized Boca's attorneys to represent Boca before the DRC, PSC and CAS; (iii) Appellant failed to meet its burden to establish that the power of attorney granted to Boca's lawyers did not empower them to represent Boca before the PSC; and (iv) Boca's lawyers did not need a power of attorney to request the President of the AFA to forward the complaint to the PSC.
64. Appellant's request is therefore *rejected*.
- B. *Whether the Decision of the PSC must be annulled due to the fact that it was never submitted through FIFA's General Secretariat.*
65. As noted above in *supra* Section IV, Barcelona argues that the Decision must be annulled because the petition was filed before the wrong authority. Boca contends that its claim was always intended for the PSC, and was merely transmitted to FIFA via the AFA.
66. Article 9.1 of the Rules provides that the petitions shall be submitted via the FIFA to the General Secretariat. However, the rules do not state that the petitions must be submitted *directly* by the parties to the General Secretariat.

67. The 6 May 2013 Claim concludes as follows:

“PETICION.

*Por lo expuesto, solicitamos a Ud. tenga a bien remitir la presente demanda a la Comisión del Estatuto del Jugador de F.I.F.A., para que dé curso al procedimiento de la misma y se dicte resolución disponiendo que **BARCELONA SPORTING CLUB**, de Ecuador, pague a Club Atlético Boca Juniors la suma reclamada de Dólares Estadounidenses Un Millón Cuarenta Mil (US\$1.040.000) con más los intereses hasta la fecha de pago y las costas”.*

“PETITION.

Against this background, we hereby request You to forward this complaint to the Players’ Status Committee of FIFA, so that it deals with and issues a resolution ordering **BARCELONA SPORTING CLUB** from Ecuador, to pay Club Atlético Boca Juniors the claimed amount of One Million and Forty Thousand Dollars (USD 1,040,000), plus interest accrued until the date of payment and legal expenses”.

68. On 17 May 2013, the AFA forwarded the Claim to FIFA’s Head of Player Status and Governance, the FIFA official responsible for overseeing all matters related to players’ status. On 19 August 2013, Barcelona presented its position and argued that the PSC should not hear the claim because it was addressed to the President of the AFA. In the Decision, the Single Judge of the PSC rejected Barcelona’s argument and held that it had jurisdiction to hear the matter.
69. In the opinion of this Panel no irregularity exists that calls into question the validity of the procedure leading to the Decision. Not only because no grounds have been advanced to hold otherwise – other than a naked assertion⁴ that the claim was *physically* lodged before AFA’s President – but more importantly because no reason has been advanced as to why such an alleged procedural defect should result in the annulment of the Decision. This Panel sees no reason to hold that the reasons advanced by Barcelona are remotely sufficient to annul the Decision.
70. The rule which was overlooked is nothing more than *peccata minuta*: a *de minimis* oversight which impaired no serious rule of procedure, of the sort warranting setting aside of the Decision. Indeed, as discussed above, “*according to the constant jurisprudence of the CAS, a procedural violation is not enough in and by itself to set aside an appealed decision; it must be ascertained that the procedural violation had a bearing on the outcome of the case*” (CAS 2004/A/777).

Conclusion

71. This Panel, after reviewing the parties’ arguments, the Decision, and the applicable law, concurs with the Single Judge of the PSC that, notwithstanding the fact that the petition was sent to the PSC through the AFA, it was filed to the correct authority inasmuch as no rule or provision in

⁴ That is to say, an assertion which is not supported by grounds nor analysis to hold that it warrants annulment of a procedure.

the Rules exists that requires that the lodging of the complaint occur in a certain manner on pain of nullity.

72. Therefore, this Panel hereby *concludes* and *holds* that the Decision should be confirmed, *and is hereby confirmed*.

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed by Barcelona Sporting Club on 21 April 2014 is dismissed.
 2. The decision rendered by the Single Judge of the Players' Status Committee on 10 December 2013 is confirmed.
- (...).