Arbitration CAS 2013/A/3207 Tout Puissant Mazembe v. Alain Kaluyituka Dioko & Al Ahli SC, award of 31 March 2014

Panel: Mr Romano Subiotto QC (United Kingdom), President; Mr Augustin Emmanuel Senghor (Senegal); Mr Quentin Byrne-Sutton (Switzerland)

Football
Employment contract
Burden of proof
Existence of an employment contract

1. **The concept of the "burden of proof" consists of two requisites: (i) the "burden of persuasion" and (ii) the "burden of production of the proof." In order to fulfil the burden of proof, the relevant party must, therefore, provide the deciding body with all relevant evidence that it holds, and with reference thereto, convince the deciding body that the facts that it pleads are true, accurate and produce the consequences envisaged by that party. Only when these requirements are complied with has the party fulfilled its burden and has the burden of proof been transferred to the other party.**

2. **Pursuant to Article 2 para. 2 RSTP, a professional player is a player who has a written contract with a club. The definition of a "professional player", including the requirement of a "written contract", should be interpreted strictly. It is therefore compulsory to stipulate a written contract between the club and a player. Oral arrangements between a club and a player, although possibly admissible by and in conformity with local labour law, are not in line with the mandatory nature of the conditions of Article 2 para. 2 RSTP. In accordance with Swiss law and CAS jurisprudence, a contract is deemed to be made "in writing" when it is signed with the original signature of the relevant parties to the contract.**

I. PARTIES

1. Tout Puissant Mazembe ("TP Mazembe" or the "Appellant"), is a professional Congolese football club based in Lubumbashi.

2. Alain Kaluyituka Dioko ("Mr Dioko" or the "First Respondent") is a professional Congolese football player born on 2 January 1987 in Kinshasa (Congo).

3. Al Ahli SC ("Al Ahli SC" or the "Second Respondent", together with the First Respondent, the "Respondents") is a Qatari multi-sport club, including a professional football section, based in Doha.

4. The Appellant, the First Respondent and the Second Respondent are together referred to as the "Parties".

II. FACTUAL BACKGROUND

A. Background Facts

5. Mr Dioko and Al Ahli SC entered into a fixed-term employment contract on 1 July 2011, for a period of three (3) years until 30 June 2014. On Al Ahli SC's instructions, the Qatar Football Association ("QFA") requested the International Transfer Certificate ("ITC") of Mr Dioko through the Transfer Matching System ("TMS") on 27 July 2011, in order to register him as a player with Al Ahli SC. On 4 August 2011, the Fédération Congolaise de Football Association ("FECOFA") rejected the request for Mr Dioko's ITC, indicating that he was still under contract with TP Mazembe.

6. On 18 August 2011, the QFA requested the Fédération Internationale de Football Association ("FIFA") for a provisional registration of Mr Dioko with Al Ahli SC. By letter of 23 August 2011, FIFA requested FECOFA to confirm whether it insisted on the rejection of the ITC for Mr Dioko. FECOFA informed FIFA on 26 August 2011 that TP Mazembe and Mr Dioko had signed an employment contract on 2 February 2009 which was valid until February 2014. By its request to FIFA of 18 August 2011, the QFA requested the Single Judge of the Players' Status Committee to:

- Establish that the employment contract between Al Ahli SC and Mr Dioko was valid and enforceable; and
- Authorize QFA to provisionally register Mr Dioko for Al Ahli SC with immediate effect.

B. Proceedings before FIFA's Single Judge of the Players' Status Committee

7. On 6 September 2011, the Single Judge issued his decision. He considered, first, that the FECOFA had initially rejected to issue the ITC for Mr Dioko because he was allegedly still under a valid employment contract with TP Mazembe. Second, he considered that TP Mazembe was apparently ready to discuss early termination of the alleged existing contract with Mr Dioko if Al Ahli SC were to approach it.

8. The Single Judge concluded *"that the Congolese club does not seem to be genuinely and truly interested in maintaining the services of the player concerned, but that it rather appears to be looking for financial compensation"*. Therefore, and because Mr Dioko had indicated his intention to be registered

with Al Ahli SC, the Single Judge authorized the QFA to provisionally register Mr Dioko for Al Ahli SC.

9. The Single Judge finally noted that his decision was a provisional measure and was without prejudice to any decision regarding a potential contractual dispute between TP Mazembe and Mr Dioko, and that in particular FIFA's Dispute Resolution Chamber ("DRC") or any other body might decide on the existence of valid employment contract.

C. Proceedings before FIFA's Dispute Resolution Chamber

10. On 28 September 2011, TP Mazembe lodged a complaint with the DRC against Mr Dioko and Al Ahli SC for breach of contract without just cause, in particular for concluding a new employment contract without notifying TP Mazembe of the termination of Mr Dioko's contract with TP Mazembe and without concluding a transfer contract between the two clubs.

11. TP Mazembe claimed compensation of EUR 5,000,000 (based on an allegedly offered transfer fee by the Royal Sporting Club Anderlecht SA in Belgium to TP Mazembe for Mr Dioko) and requested the suspension of Mr Dioko for at least four months, and a ban from registering any new players for two consecutive registration periods on Al Ahli SC.

12. In its decision dated 18 December 2012 and notified to the relevant parties on 23 May 2013 (the "Decision"), the members of the DRC considered that it was for TP Mazembe to evidence the existence of a written employment contract based on which compensation for breach of contract could be claimed. Mr Dioko held that he had never signed a written employment contract with TP Mazembe and that the signature on the copy of the contract that TP Mazembe had submitted, was forged. TP Mazembe was unable to provide the DRC with the original employment contract. The DRC concluded that *"the fact that the Claimant [TP Mazembe] had only submitted a copy of the disputed contract was insufficient to establish the existence of the alleged contractual relationship"*.

13. Similarly, the DRC considered that it could not *"assume that an employment contract had been concluded by and between the parties simply based on circumstances which, in general, may be likely but do not imply with certainty the signing of a contract"*, such as the existence of payment slips from TP Mazembe signed by Mr Dioko. According to the DRC, Mr Dioko had neither admitted at any point that he was under contract with TP Mazembe.

14. The DRC concluded that TP Mazembe had not proven beyond doubt that there existed a written employment contract with Mr Dioko, and rejected TP Mazembe's claim in its entirety. Finally, the DRC noted that, on the basis of Article 67(1) of the FIFA Statues, its decision was open to appeal before the Court of Arbitration for Sport ("CAS").

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

A. The Appeal

15. On 12 June 2013, TP Mazembe lodged its appeal with the CAS against Mr Dioko and Al Ahli SC with respect to the Decision issued by FIFA DRC on 23 May 2013 (the "Appeal").

16. On 18 June 2013, CAS informed FIFA of the Appeal and indicated that it could intervene as a party to the present proceedings. By facsimile dated 4 July 2013, FIFA waived its right to intervene.

17. On 24 June 2013, Mr Dioko requested that English be the language of the present arbitration.

18. On 1 July 2013, the Deputy President of the CAS Appeals Arbitration Division ordered that the official language of the present proceedings be English.

19. On 19 July 2013, TP Mazembe submitted its appeal brief translated into English, which was sent to the Respondents on 22 July 2013.

20. Pursuant to Article R55.3 of the Code, the time limit for the Respondents to file their respective Answers was fixed only after the Appellant paid its part of the advance of costs in accordance with Article R64.2 of the Code. On 27 August 2013, TP Mazembe paid its part of the advance of costs.

21. The Respondents filed their Answers on 5, respectively 9, September 2013.

B. Second Round of Written Submissions

22. On 24 September 2013, the Appellant requested an additional round of written submissions pursuant to Article R56 of the Code, in particular to be able to respond to newly raised elements by the Respondents, which was granted on 4 October 2013.

23. On 14 October 2013, the Appellant submitted its second written submission.

24. The Respondents submitted their Rejoinders on 28, respectively 30, October 2013.

C. Composition of the Panel

25. Article R50 of the Code provides in relevant part

> *"The appeal shall be submitted to a Panel of three arbitrators, unless the parties have agreed to a Panel composed of a sole arbitrator or, in the absence of any agreement between the parties regarding the number of arbitrators, the President of the Division decides to submit the appeal to a sole arbitrator, taking into account*

the circumstances of the case, including whether or not the Respondent paid its share of the advance of costs within the time limit fixed by the CAS Court Office. (…)".

26. The Appellant nominated Mr Augustin Emmanuel Senghor as arbitrator in his appeal brief, the Respondents nominated Mr Quentin Byrne-Sutton by letter dated 24 June 2013. On 27 August 2013 the CAS informed the Parties that the Panel would be comprised of Mr Romano Subiotto QC as President of the Panel, and Mr Augustin Emmanuel Senghor and Mr Quentin Byrne-Sutton as arbitrators (together, the "Panel").

D. The Hearing

27. Both the Appellant and the First Respondent requested a hearing to be held in the present matter, which took place on 28 January 2014 at the CAS Court Office in Lausanne, Switzerland.

28. The following persons attended the hearing as representatives for the Parties:

- For the Appellant: Mr Olivier Malisse, attorney-at-law in Bruges, Belgium;
- For the First Respondent: Mr Ramy Abbas Issa and Mr Breno Costa Ramos Tannuri, attorneys-at-law in São Paolo, Brazil; and
- For the Second Respondent: Mr Ettore Mazzilli and Mr Konstantinos Antoniou, attorneys-at-law in Doha, Qatar.

29. None of the Parties requested to call any witnesses or experts to the hearing.

30. At the end of the hearing, the attendees confirmed that their right to be heard had been respected.

IV. SUBMISSIONS OF THE PARTIES

31. The Parties' submissions, in essence, may be summarized as follows:

- The Appellant alleges that TP Mazembe and Mr Dioko signed a valid employment contract which Mr Dioko breached without just cause by signing a second employment contract with Al Ahli SC. According to the Appellant, the parties to the first contract have always respected the provision of this contract up until Mr Dioko signed the new contract with Al Ahli SC. The Appellant submits that the First Respondent only questioned the authenticity of the employment contract with TP Mazembe after almost a year had passed since the present dispute came up. Finally, the Appellant claims that it is for Mr Dioko to evidence that the signature on the contract is not his. The Appellant claims compensation of EUR 5,000,000 from the Respondents jointly, based on an

alleged transfer offer from RSC Anderlecht for Mr Dioko, and requests the CAS to impose disciplinary sanctions on both Respondents.

- The First Respondent holds that the burden of proof of showing that there was a written employment contract between him and TP Mazembe rests on the latter. It submits that a "written contract" requires the original signature of the parties that are bound by the contract, which has not been presented to the Panel in the case at hand. The First Respondent disputes that his signature on the copy of the contract is authentic. Furthermore, the First Respondent submits that the claimed compensation is not in line with the relevant FIFA regulations and the jurisprudence of the FIFA DRC and the CAS. Finally, there is no room for any disciplinary sanctions given that the Appellant did not direct its appeal against the FIFA, which is the appropriate body to impose any such sanctions.

- The Second Respondent argues that it was for TP Mazembe to evidence that there existed a valid employment contract between it and Mr Dioko, which it failed to do in particular because it did not present the Panel with the original employment contract. The Second Respondent submits that Mr Dioko explicitly denied the existence of any such contract. However, even if an employment contract existed, the Second Respondent claims that the contract is null and void for a variety of reasons, including that Mazembe's Sports Director did not have the authority to represent the club and sign the contract, and that it does not meet the FIFA minimum requirements for professional football players' contracts. In addition, Al Ahli SC holds that it did not induce Mr Dioko to leave TP Mazembe, and that Mr Dioko had confirmed that he was free to sign a contract with Al Ahli SC. Finally, the Second Respondent submits that the claimed damage is not sufficiently substantiated, and that the request for disciplinary sanctions is inadmissible because FIFA is not a party to the present proceedings.

V. ADMISSIBILITY

32. The Appeal was filed in due time, and complies with all the other requirements set forth by Article R48 of the Code of Sports-related Arbitration (the "Code"). There is no dispute between the Parties about the admissibility of the present arbitration. The Panel therefore concludes that the Appeal is admissible.

VI. JURISDICTION

33. Pursuant to Article R47 of the Code:

"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 sports-related body". (…).

34. Pursuant to Article 67 (1) of the FIFA Statutes, appeals against final decisions passed by FIFA's legal bodies can be lodged with the CAS within 21 days of notification of the decision in question.

35. The Panel therefore concludes that it has jurisdiction to hear the present appeal pursuant to Article R47 of the Code and Article 67 (1) of the FIFA Statutes.

VII. APPLICABLE LAW

36. Article R58 of the Code provides as follows:

"This 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".

37. Article 66 (2) of the FIFA Statutes reads as follows:

"The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law".

38. The Appellant did not explicitly invoke any applicable law in its Appeal. However, in its second submission, it held that only Congolese courts could determine the validity of the relevant employment contract, and, in that connection, it submitted a legal opinion regarding certain aspects of Congolese law. The Appellant, however, explicitly admitted during the hearing that FIFA regulations are applicable to the present proceedings, and additionally Swiss and Congolese law.

39. The First Respondent held in its Rejoinder that in principle Congolese law should not apply in this arbitration proceedings, except in case Article 17 of the 2010 FIFA Regulations on the Status and Transfer of Players (the "RSTP") were to apply (compensation for termination a contract without just cause). The First Respondent, however, argues that this is not the case here. At the hearing, the First Respondent added that even if the contract was valid, it does not refer to Congolese law, which should therefore not be applied to the dispute at hand.

40. The Second Respondent claimed in its Answer and Rejoinder that Congolese labour Law could be used as a supplementary legal regime to the relevant FIFA regulations and Swiss law in interpreting the employment contract.

41. Pursuant to Article 187(1) of the Swiss Private International Law Act, which applies to the present arbitration because the seat of the CAS is in Switzerland,

"[t]he arbitral tribunal shall decide the case according to the rules of law chosen by the parties or, in the absence thereof, according to the rules of law with which the case has the closest connection".

42. The Panel concludes that the relevant FIFA regulations apply to the arbitration at hand, in particular the RSTP. Swiss law applies to matters not covered by relevant FIFA regulations. Furthermore, the alleged employment contract is *prima facie* governed by Congolese law, which may therefore also be relevant (*see e.g.*, CAS 2008/A/1453 and 2008/A/1469, at 7).

VIII. MERITS

43. The following refers to the substance of the Parties' allegations and arguments without listing them exhaustively in detail. In its discussion of the case and its findings on the merits, the Panel has nevertheless examined and taken into account all of the Parties' allegations, arguments and evidence on record, whether or not it has expressly referred to them.

A. Burden of Proof

a. Arguments of the Parties

44. The Appellant and the Respondents disagree as to who bears the burden of proof regarding the existence of an employment contract between TP Mazembe and Mr Dioko. The Appellant claims that it has produced a valid employment contract, and that the burden of proof is on Mr Dioko to evidence that the signature on the contract is not his, referring to Article 53 of the Code. The Respondents claim that the burden of proof is on the Appellant to demonstrate that the contract is valid, in particular because the Appellant was not able to produce an original copy.

45. The First Respondent refers to Article 12 (3) of the FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber, and to case CAS 2007/A/1380, at 27, where the CAS Panel held that *"[i]t is well established CAS jurisprudence that any party wishing to prevail on a disputed issue must discharge its burden of proof,* i.e. *must give evidence of the facts on which its claim has been based"*.

46. The Second Respondent refers in this respect to case CAS 2003/A/506, at 54, where the CAS Panel held that: *"if a party wishes to establish some facts and persuade the deciding body, it must actively substantiate its allegations with convincing evidence"*. It also invokes Article 8 of the Swiss Civil Code which provides that *"Unless the law provides otherwise, each party shall prove the facts upon which it relies to claim its right"*. (free translation from the French original version – *"Chaque partie doit, si la loi ne prescrit le contraire, prouver les faits qu'elle allègue pour en déduire son droit"*).

47. It concludes that it was for the Appellant to evidence the existence of a valid contract because both Respondents claimed that there exists no employment contract, and therefore challenged the authenticity of the copy of the contract put forward by the Appellant.

b. Assessment of the Panel

48. The Panel observes that, according to the general rules and principles of law and settled CAS case-law, facts pleaded have to be proven by those who plead them, which means that when a party invokes a right, that very same party is required to prove such facts.

49. Indeed, Article 12(3) of FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber reads:

"Any party deriving a right from an alleged fact shall carry the burden of proof".

50. In the same way, Article 8 of the Swiss Civil Code provides:

"Chaque partie doit, si la loi ne prescrit la contraire, prouver les faits qu'elle allègue pour en déduire son droit". (*"Unless the law provides otherwise, each party shall prove the facts upon which it relies to claim its rights"* (Free translation of the Panel)).

51. Furthermore, and pursuant to well-established jurisprudence of the CAS, the concept of the "burden of proof" consists of two requisites: (i) the "burden of persuasion" and (ii) the "burden of production of the proof". In order to fulfil the burden of proof, the relevant party must, therefore, provide the Panel with all relevant evidence that it holds, and with reference thereto, convince the Panel that the facts that it pleads are true, accurate and produce the consequences envisaged by that party. Only when these requirements are complied with has the party fulfilled its burden and has the burden of proof been transferred to the other party (*see* cases CAS 2007/A/1380, at 28 and CAS 2009/A/1909, at 23).

52. Given that the Appellant claims that it has a right to compensation on the basis of an employment contract, the Panel considers that it is for the Appellant to evidence the existence of a valid employment contract between it and Mr Dioko. The Panel assesses below whether the Appellant has satisfied its burden of proof to the required standard as set out in paragraph 51 above.

B. The Evidence Regarding The Existence Of An Employment Contract

a. Arguments of the Parties

53. The Appellant claims that it signed an employment contract with the First Respondent on 2 February 2009 for a period of five years. In order to evidence the existence of a valid employment contract, the Appellant submitted:

- A copy of the alleged employment contract between TP Mazembe and Mr Dioko, and copies of other employment contracts in order to demonstrate that all employment contracts look similar;

- Pay slips for January, February and April 2011 (US$ 15,000) as well as a pay slip for a "supplementary salary" in November 2010 (US$ 6,000);

- A letter dated 10 August 2011 from Mr Dioko to FIFA explaining that he had signed a contract for three years with Al Ahli SC on condition that the club *"would come to an agreement with my original club TP Mazembe"*;

- An email from Mr Dioko to the President of FECOFA dated 8 August 2011 in which he indicated that he wanted Al Ahli SC to negotiate with TP Mazembe;

- A transcript of a TV interview with Mr Dioko in which he allegedly confirmed having a contract with TP Mazembe;

- A judgment of the Commercial Court of Lubumbashi dated 12 June 2013 declaring that Mr Dioko's signature is authentic.

54. At its request, the Appellant was granted a second round of written submissions in order to reply to the observations of the Respondents. In that connection, it submitted further documentation to evidence the existence of a valid employment contract, including:

- A statement by FECOFA of 10 October 2013 declaring that it received the alleged employment contract between TP Mazembe and Mr Dioko on 3 February 2009; and

- A letter from TP Mazembe to the FECOFA requesting a copy of the employment contract, including an allegedly certified copy of the employment contract.

55. The Appellant did not submit the original employment contract.

56. The Respondents claim that Mr Dioko did not sign any employment contract, and that he only provided services to TP Mazembe on a voluntarily basis. Therefore, Mr Dioko was allegedly free to enter into an employment contract with Al Ahli SC. The Second Respondent submits, in addition, that it did not induce Mr Dioko to breach an employment contract, if any. In support of its claims, the First Respondent submits:

- A letter of Mr Dioko dated 21 January 2012 explaining that he never signed an employment contract with TP Mazembe

- A declaration of Mr Dioko that he was an amateur player at TP Mazembe and was not contractually bound to it;

- A letter of Mr Dioko dated 26 August 2011expressing his wish to move to Al Ahli SC.

57. The Second Respondent claims that the documents submitted by the Appellant in the second round of written submissions are not admissible pursuant to Article R57 of the Code which provides in relevant part:

"… The Panel has discretion to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered …".

b. Assessment of the Panel

58. As a preliminary matter, the Panel observes that the provisions regarding the maintenance of contractual stability between professionals and clubs in Articles 13 to 18bis RSTP – including the consequences of terminating a contract without just cause as described in Article 17 RSTP – apply only if Mr Dioko were considered as a professional player as defined in the regulations.

59. Pursuant to Article 2(2) RSTP a professional player *"is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs".*

60. At the outset, the Panel considers that the definition of a "professional player", including the requirement of a "written contract", should be interpreted strictly (*see, e.g.*, TAS 2009/A/1895, at 33-34 and the case-law cited there). The commentary to the RSTP states that *"[i]t is therefore compulsory to stipulate a written contract between the club and a player. Oral arrangements between a club and a player, although possibly admissible by and in conformity with local labour law, are not in line with the mandatory nature of the conditions of art. 2 par. 2".* The Panel stresses the importance of this provision for global contractual stability and legal certainty in employment relationships in professional football.

61. Even though the RSTP do not define the meaning of "in writing", the Panel notes that, in accordance with Swiss law and CAS jurisprudence (*e.g.,* case CAS/A/1521, at 19) a contract is deemed to be made "in writing" when it is signed with the original signature of the relevant parties to the contract.

62. The first question to investigate is, therefore, whether or not the Appellant has satisfied its burden of proof that a valid written employment contract signed by Mr Dioko existed.

63. The Panel considers that this is not the case, and the Panel attaches particular importance to the fact that the Appellant was not able to submit the original employment contract while Mr Dioko disputed that the signature on the contract was his. In those circumstances, it would have been for the Appellant to submit persuasive evidence that there indeed exists a valid employment contract between Mr Dioko and itself.

64. However, none of the documents that the Appellant submitted allows the Panel to conclude with the necessary degree of certainty that Mr Dioko actually signed the employment contract:

- The pay slips do not correspond to the amount agreed upon in the alleged employment contract, which was US$ 4,000. In addition, the Panel observes that there is no evidence that the payments were actually made each month, as one would expect under an employment contract;

- Neither in his letter, email nor TV interview Mr Dioko explicitly confirmed having signed an employment contract with TP Mazembe. In particular, it appears from the transcript of the TV interview that Mr Dioko confirmed having received regular payments, but not that there was a valid employment contract (*e.g.*, *"En clair étais-tu payé régulièrement, est-ce que effectivement il y avait un contrat te liant à Mazembe? Pourquoi pas, il y a des fiches de paie"* (translation as provided by the Appellant: *"To be clear, were you paid regularly, was there indeed a contract that tied you to Mazembe? Why not, there are salary slips"*).

- Regarding the judgment of the Commercial Court of Lubumbashi in which it was declared that Mr Dioko's signature is authentic, the Panel understands that Mr Dioko was never heard or even informed of these proceedings. In addition, no satisfactory explanation was given how the Court could analyse Mr Dioko's signature in the absence of the original employment contract;

- Finally, the Panel considers that it is, to say the least, surprising that the Appellant was only in the second round of written submissions able to provide the Panel with a certified copy of the employment contract from FECOFA. In any event, the Panel considers that the Appellant should have requested such a copy much earlier (in particular because the lack of such a copy and/or the original employment contract was raised several times already), and therefore decides to disregard this piece of evidence on the basis of Article R57 of the Code.

C. Conclusion

65. The Panel concludes that the Appellant has not fulfilled its burden of proof, and that it could thus not determine with the required degree of certainty that Mr Dioko and TP Mazembe actually entered into an employment contract. As a result, the Panel does not need to consider the remaining arguments and evidence submitted by the Parties. The Panel rejects all the claims of the Appellant in their entirety.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by TP Mazembe on 12 June 2013 against the decision issued by the FIFA Dispute Resolution Chamber on 18 December 2012 is dismissed.

2. The decision issued on 18 December 2012 by the FIFA Dispute Resolution Chamber is confirmed.

(…)

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