



Arbitration CAS 2013/A/3074 Club KS Lechia Gdańsk v. Bedi Buval, award of 19 September 2013

Panel: Mr Stuart McInnes (United Kingdom), President; Mrs Maria Zuchowicz (Poland); Mr Christian Duve (Germany)

Football

Termination of a contract of employment with just cause

Admissibility by a CAS panel of an opinion concerning the authorship of signatures of a player

Refusal of the club to permit the player to train with the club's teams

1. An opinion concerning the authorship of signatures of a player cannot be taken into consideration by a CAS panel if said player has not been asked by the author of the opinion to supply a certified example of his original signature for the purposes of comparison with the documents examined by the author and if the methodology used by the author is unclear and does not identify or explain the distinction between the respective signatures examined and does not justify by reference to the materials examined how the conclusion could be reached that signatures were placed on the document by the same person.
2. A player is entitled to terminate the employment contract with just cause on the club's refusal to permit the player to train with any of the club's teams.

INTRODUCTION

This appeal is brought by KS Lechia Gdańsk ("the Appellant" or "KS Lechia"), against a decision of the FIFA Dispute Resolution Chamber dated 21 September 2012 ("the Appealed Decision") concerning the alleged breach of a Contract of Employment concluded between KS Lechia and Bedi Buval ("the Respondent" or "Mr Buval").

I. THE PARTIES

A. KS Lechia Gdańsk

1. KS Lechia Gdańsk is a Polish football club, affiliated with the Polish Football Association, ("PFA"), which in turn is affiliated with Fédération Internationale de Football ("FIFA").

B. Bedi Buval

2. Bedi Bastien Buval is a professional football player of French nationality, born on 16 June 1986, currently resident in Vilje, Denmark, who was contracted to play as a professional football player for the Appellant under a contract of Employment dated 31 August 2010.

II. FACTUAL BACKGROUND

3. The elements set out below are a summary of the main relevant facts, as established by the Panel on the basis of the written submissions of the Parties, the exhibits filed, the Appealed Decision rendered by the FIFA Dispute Resolution Chamber on 21 September 2012, as well as the oral pleadings and comments made during the hearing. Additional facts may also be set out, where relevant, in the legal considerations of the present award.
4. On 31 August 2010, the Appellant and Respondent entered into a fixed term Employment Contract, valid from that date until 30 June 2012. Under the terms of the contract, the Appellant agreed to pay the Respondent the following salary:
 - For the 2010-2011 season, €151,410, gross, plus bonuses
 - For the 2011-2012 season, €181,692, gross, plus bonuses.

Payment of the salary was to be made *pro rata* in arrears.

5. The Respondent was registered with the Appellant in accordance with the rules of FIFA and PFA and made some 29 appearances for the Appellant in the 2010-2011 season. During that season and until June 2011, his salary was paid by the Appellant. However during a meeting held on or about 2 June 2011, the Appellant informed the Respondent that he was no longer entitled to train with either the Appellant's first or reserve teams. No explanation was apparently given to the Respondent for this decision.
6. At that meeting, the Respondent also alleges that the Appellant produced and showed to him, for the first time, a document described as "*APPENDIX signed 15.04.2011 to THE PROFESIONAL FOOTBALL CONTRACT*", which was apparently signed by him, confirming in the first numbered paragraph1, that:

"both sides (means Club and Player) agree to cancel the Professional Football Contract signed on 31.08.10 within the dated 30.06.2011".
7. In a second numbered paragraph 1, the document records the Appellant's obligation to register the Appendix within 7 days (emphasis added).
8. In paragraph 2 the document purports to record that:

“Both sides confirm to have no further financial, law or other demands from other side according to contract signed on 31.08.2010 except salaries and match bonuses belong to Player for Months April, May and June 2010”.

9. According to the Respondent, he had a good contract with the Appellant, with which he was looking forward to continuing into the following season and had, in April 2011, no reason to terminate the contract, nor any reason to sign the Appendix, which he would in any event not have signed without first consulting his lawyer or agent.
10. The Respondent also maintained that the document could not have been signed in Gdańsk on 15 April 2011, as described, as he had left Gdańsk on 13 April 2011 to travel approximately 600 kilometres to Zabrze, with the first team to play a match and that he did not return to Gdańsk until 5 days later.
11. The Respondent's salary for June 2011 was not paid by the Appellant. However, following an exchange of correspondence with his agent, by letter dated 30 June 2011 addressed to the Respondent's Manager, the Appellant agreed that the Respondent *“can take part in training of the reserve team, until he gets new contract signed on new club”*.
12. On or about 5 July 2011, the Respondent alleges that the agreement that he could allow him to train with the reserve team was orally revoked and that he was thereafter prevented from training with the Appellant.
13. By letter dated 6 July 2011, addressed to the Appellant, the Respondent maintained that he had been prevented from training with the Appellant since 5 July, despite having a valid contract until 30 June 2012 and requested that the Appellant allows him to train.
14. On 10 July 2011, the Respondent's agent notified the Appellant that in consequence of being refused the right to train, the Respondent terminated his contract of Employment with the Appellant.
15. On 1 October 2011, the Respondent entered into a Contract of Employment as a professional football player with Clube Desportivo Feirense, in Portugal.
16. On 21 December 2011, the Respondent filed a Claim with the Dispute Resolution Chamber of FIFA alleging that the Appellant had breached his Contract of Employment of 31 August 2010 and sought the following relief:

“1. That the termination letter by the Claimant dated 10 July 2010 has terminated the employment agreement dated August 31, 2011 between the Defendant and the Claimant and that the termination due to extraordinary reasons was in accordance with Article 14 FIFA-Statute concerning the status and transfer of players;

2. To sentence the Defendant to pay the salary for June 2011 and partly July 2011 (until 10th July) amounting to gross Euro 20,188.00 – to the Claimant;

3. *To sentence the Defendant to pay to the Claimant the salaries for July, (10th to 31st of July), August, September 2011 amounting to gross Euro 45,423.00 – as a compensation for financial damages;*
 4. *To sentence the defendant to pay to the Claimant all damages caused by the breach of the contract by the defendant, especially the difference between the agreed salaries for the period October 1 until June 30 , 2012”.*
17. The Claim was sent by FIFA to PFA on 16 March 2012, seeking the Appellant’s Response by no later than 5 April 2012. No response was received from the Appellant.
 18. On 14 September 2012, the Appellant, via PFA, and the Respondent, were notified by FIFA that the claim would be submitted to the Dispute Resolution Chamber at its next meeting on 21 September 2012.
 19. On 3 October 2012, the Parties were provided with the findings of the decision passed by the FIFA Dispute Resolution Chamber on 21 September 2012 as follows:
 1. *The claim of the Claimant, Mr Bedi Bastien Buval, is partially accepted.*
 2. *The Respondent KS Lechia Gdansk, has to pay to the Claimant, Bedi Bastien Buval, **within 30 days** as from the date of notification of this decision, outstanding remuneration in the amount of EUR 15,141 and the amount of EUR 152,892 as compensation for breach of contract.*
 3. *In the event that the aforementioned amount is not paid within the stated time limit, interest at the rate of 5% p.a. will apply as of the expiry of the stipulated time limit and the present matter shall be submitted, upon request , to the FIFA Disciplinary Committee for its consideration and a formal decision.*
 4. *Any further request by the Claimant is rejected.*
 5. *The Claimant is directed to inform the respondent immediately and directly of the account number to which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received.*
 20. On 10 October 2012, the Appellant requested the grounds of the Appealed decision of the Dispute Resolution Chamber which were notified to the Parties on 8 January 2013

III. SUMMARY OF THE ARBITRAL PROCEEDINGS BEFORE THE CAS

21. On 28 January 2013, the Appellant filed an appeal against the Decision of the FIFA Dispute Resolution Chamber dated 21 September 2011 with the CAS and nominated Mrs Maria Zuchowicz, attorney-at-law in Warsaw, Poland, as arbitrator.
22. On 30 January 2013, the Appellant was reminded by the CAS Court Office pursuant to Article R48 paragraph 1 of the Code of Sports-related Arbitration (hereinafter “the Code”) that the Appellant’s request should contain the Appellant’s request for relief and invited the latter to

complete its Appeal by Friday, 1st February, failing which the appeal would be deemed withdrawn (Article R48 paragraph 3 of the Code).

23. By supplementary letter dated 30 January 2013, the Appellant informed the CAS Court Office that the Appellant's request for relief is to:

1. *Have a new decision issued by the CAS replacing the challenged decision passed by the FIFA's Dispute Resolution Chamber on 29-09-12 on the claim presented by the Player Bedi Bastien Buval against the Club KS Lechia Gdańsk – and dismissing the claim of the Player in its entirety or alternatively have the CAS to annul the aforementioned challenged decision in its entirety and refer the case back to previous instance;*
2. *Have the CAS determine that the Respondent, Bedi Bastien Buval, has to bear the arbitration costs including legal fees and other expenses incurred by the appellant in connection with the proceedings.*

24. On 7 February 2013, the Appellant filed its Appeal Brief.

25. On the same date, the Respondent nominated Dr Christian Duve, attorney-at-law in Frankfurt, Germany, as arbitrator.

26. On 28 February 2013, the Respondent filed its Statement of Defence with the CAS Court Office and requested that a hearing in this matter takes place.

27. By letter dated 11 March 2013, the Appellant notified the CAS Court Office that:

“the key issue of the dispute between the Respondent and the Club is whether the signature placed under the text of the “appendix signed 15.04.2011 to the Professional Football Contract” in the space provided for player was made by the Respondent or not ... the appendix and the expert's opinion enclosed by the Club are the essential evidence in this case. Obviously the oral statements presented by the parties can not have any importance in settling the dispute between the Appellant and the Respondent concerning the authenticity of the player's signature.

The Appellant also informs that since the Lechia Gdańsk signed the appendix to the contract with the Respondent there have been several personal changes in the Board of the Club. Members of the Board who signed the contract and the appendix to the contract in the name of the Club ie Mr Maciej Turnowiecki and Mr Błażej Jenek are no longer the members of the aforementioned body and they are not employed by the Appellant. Therefore they cannot be heard as the party in this dispute. What is more because of the argument between the Club and the former members of the Board who have signed the contract and the appendix to the contract it would be extremely difficult for the club to provide their appearance on the hearing as witnesses”.

28. On 25 March 2013, the CAS Court Office notified the parties of the constitution of the Panel as follows:

President: Mr Stuart C McInnes, solicitor in London England

Arbitrators: Mrs Maria Zuchowicz, attorney-at-law in Warsaw Poland
Dr Christian Duve, attorney-at-law in Frankfurt Germany

29. By letter dated 3 May 2013, the CAS Court Office notified the parties on behalf of the Panel that:
- i. pursuant to Articles R57 and R44.3 of the Code, the Appellant was requested to produce the following documents by Friday 24 May 2013:*
- *The original Appendix dated 15 April 2011 to the employment contract dated 31 August 2012;*
 - *Evidence of the Appellant's registration of the Appendix to the Employment contract with the Polish Football Association before 22 April 2011,*
- and;*
- ii. The Respondent's request to nominate an independent forensic expert for handwriting was denied, but that the Respondent was invited to instruct his own independent expert to provide evidence in this regard.*
30. On 21 May 2013, the Parties were informed that a hearing would be held in the present dispute on 1 July 2013.
31. On 27 and 28 June 2013, the Respondent and Appellant respectively signed the Order of Procedure.
32. On 1 July 2013, a hearing was held at the CAS Court Office in Lausanne, Switzerland (the "Hearing").

IV. HEARING

33. The following persons attended the hearing:
- For the Appellant: Mr Krszysztof Malinowski, attorney-at-law.
 - For the Respondent: Mr Nils Baumgarten, attorney-at-law.
34. The Respondent, Mr Bedi Bastien Buval also attended and was cross-examined by both parties' Counsel and by the Panel.
35. The Parties were afforded the opportunity to present their cases, submit their arguments and to answer questions asked by the Panel.
36. The Parties explicitly agreed at the end of the hearing that their right to be heard and to be treated equally in the arbitration proceedings had been fully observed.

V. POSITION OF THE PARTIES

37. The following outline of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Panel, however, has carefully considered all the submissions made by the Parties, even if no explicit reference has been made in what immediately follows.

A. KS Lechia Gdańsk

38. The Appellant's position on the Merits is summarised in its Appeal Brief and is the following:

"... Bedi Buval refused to acknowledge that his contract with Lechia Gdańsk was terminated by the appendix to the aforementioned agreement and he accused the Appellant of forging his signature on this document. Since then in the series of barely understandable letters the Player's agent made an attempt to convince Lechia Gdańsk that the club should not terminate the contract. The correspondence sent by the Respondent's agent represented demanding attitude and came down to abusive, unjustified slandering of the Appellant.

The appendix to the contract signed by the Player and the Appellant on 15-04-2011 clearly states that the Club and the Player agreed to terminate the Professional Football Contract signed on 31-08-2010 and that the Contract is dissolved on 30-06-2011. What is more, both sides of the agreement confirmed that except for the salaries and match bonuses earned by the Player in April, May and June of 2011 they hold no further financial, legal or any other demands against each other arising from the contract".

B Bedi Bastien Buval

39. The Respondent's position can be summarised as follows:

"The Appellant breached the employment contract and the FIFA rules as follows:

- 1. The Appellant prohibited the Respondent to train with any teams of the club without any reason. The Respondent offered his services to the Club to fulfil his obligations.*
- 2. The Appellant has not paid the salary of the Respondent for June 2011 and has informed him that they will not pay any future salaries agreed in the employment contract dated August 31, 2010 due to the fact that the contract has ended on June 30, 2011*
- 3. The Appellant informed the Respondent that the contract between the parties ends on June 30, 2011 although the Respondent has not agreed on any termination*

As the transfer window opened on July 1, 2011 and the Respondent had to start his training for the next season and the Appellant rejected any duty to train or to pay my client in accordance with the rules and the employment contract, the termination due to extraordinary reasons dated July 10, 2011 was necessary and the

only option for my client to solve the situation. He could not expect after all the discussions with the Appellant during June and July 2011 that the club would change its mind and would end the breaches of contract”.

VI. THE PARTIES' REQUESTS FOR RELIEF

40. The Appellant's requests for relief are the following:

1. *Have a new decision issued by the CAS replacing the challenged decision passed by the FIFA's Dispute Resolution Chamber on 29-09-12 on the claim presented by the Player Bedi Bastien Buval against the Club KS Lechia Gdańsk – and dismissing the claim of the Player in its entirety or alternatively have the CAS to annul the aforementioned challenged decision in its entirety and refer the case back to previous instance;*
2. *Have the CAS determine that the Respondent, Bedi Bastien Buval, has to bear the arbitration costs including legal fees and other expenses incurred by the Appellant in connection with the proceedings.*

41. The Respondents' requests for relief are the following:

1. *The appeal lodged by the Appellant has to be dismissed by the CAS*
2. *The Appellant has to pay to the Respondent the salary for June 2011 amounting to net Euro 15,141 as well as the amount of Euro 152,892 as a compensation for breach of contract.*
3. *The Appellant shall bear all costs before the CAS as well as the fees of the Respondent's legal Counsel in the CAS procedure.*

VII. JURISDICTION OF THE CAS

42. 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 his appeal, in accordance with the statutes or regulations of the said sports-related body.

43. The jurisdiction of the CAS to hear this dispute derives from Articles 66 and 67 of the FIFA Statutes and was confirmed by the Parties when signing the Order of Procedure. The Jurisdiction of the CAS in the present case was not disputed by the Parties.
44. Under Article R57 of the Code, the Panel has the full power to review the facts and the law and may issue a *de novo* decision superseding, partially or entirely the appealed decision.

VIII. ADMISSIBILITY

45. The decision appealed against was notified to the Parties on 8 January 2013. The Statement of Appeal was filed on 28 January 2013, *i.e.* within the 21-day time limit prescribed by articles 67 of the FIFA Statutes and R49 of the Code.
46. Consequently, the appeal shall be deemed admissible.

IX. APPLICABLE LAW

47. Article R58 of the Code provides that 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.
48. The Contract of Employment dated 31 August 2010 provides in paragraph 7 that:
- “Integral part of this contract are “Zasady regulujące stosunki pomiędzy klubem sportowym a zawodnikiem profesjonalnym” (terms and Conditions between Club and a professional player) based on Polish FA law – Uchwała Zarządu Polskiego Związku Piłki Nożnej accepted by both sides as an integral part of the Contract”.*
49. In its Statement of Appeal and its Appeal Brief, the Appellant did not address the issue of the applicable law and made no submissions on Polish FA Law at the hearing. Likewise, in his Statement of Defence, the Respondent did not address the issue of the applicable law and made no submissions on Polish FA law at the hearing.
50. Article 66 paragraph 2 of the FIFA Statutes provides that the CAS shall primarily apply the various Regulations of FIFA, and additionally Swiss law. The Panel therefore decides that the FIFA Regulations (and Swiss Law, subsidiarily), applies to this dispute. As the present matter was submitted to FIFA on 21 December 2011, the 2010 version of the FIFA Regulations on the Status and Transfer of Players, (the “RSTP”) are applicable. Those Regulations shall thus apply primarily, together with the other applicable rules of FIFA. Swiss law would be applied complementarily.

X. MERITS

51. The following sections refer to the substance of the Parties’ allegations and arguments without listing them exhaustively. 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 expressly referred to in what follows.

The Termination of the Employment Contract

52. It is not disputed by the Parties that they entered into a fixed term “Employment Contract” dated 31 August 2010, expressed to be for a term of two seasons ending on 30 June 2012. It is also not disputed by the Parties, that the Respondent was paid salary and bonuses until June 2011, and further not disputed that the Respondent was not permitted to train with any of the Appellants teams from the latter part of June and/or early July 2011.
53. The only issue in dispute is whether the Employment Contract dated 31 August 2010 was terminated by mutual agreement between the Parties, by entering into the Appendix to the contract expressed to be allegedly dated 15 April 2011.
54. There is an issue of fact in the Appeal Brief and Statement of Defence as to whether the document described as the Appendix is genuine. It is alleged on behalf of the Appellant that the Appendix was validly executed by the Respondent. However, the Respondent maintained in his Statement of Defence and in his testimony given to the Panel, that the document was not valid and that he did not and would not have signed such a document on 15 April 2011, as he was happy with his existing contract and looking forward to carry on playing for the Appellant in the season 2011/2012. The Respondent also confirmed to the Panel that he would not have signed such a document without first taking advice from his agent or lawyer.
55. The Respondent could not confirm to the Panel that the signature on the alleged original version of the document described as the Appendix to the contract dated 31 August 2010 was not his own.
56. In the absence of evidence to the contrary provided by the Appellant, the Panel has no alternative than to accept the testimony of the Respondent, whose account of events the Panel accepts was honest and reliable.
57. In coming to this conclusion, the Panel carefully considered, in addition to the Respondent’s testimony, all the documents annexed to the Appeal Brief and Statement of Defence and produced to the Panel at the hearing.
58. The Panel carefully examined the documents and draws the following conclusions:

1. The document described as the Appendix dated 15 April 2011

- i. The document described as the Appendix annexed as “Exhibit 2” to the Appeal Brief, is different from the one described as “Attachment 1” to the Statement of Defence, in that, “Exhibit 2” purports to be executed by the Respondent (Player) for and on behalf of the Appellant (Club), while “Attachment 1” bears only the purported signature of the Respondent. No explanation was given to the Panel as to why two versions of the document exist.

- ii. The Original version of “Exhibit 2” was produced to the Panel at the hearing, but only a photocopy of “Attachment 1” was available for examination. The Panel concluded that the purported signatures of the Respondent on the respective documents were different. Save for possible explanation of distortion of the signature through photocopying, no explanation of the difference between the signatures could be provided to the Panel by the Appellant.
- iii. The document is expressed to have been signed by the Parties on 15 April 2011 in Gdańsk, although it was not disputed by the Appellant that on that date, the Respondent was in Zabrze some 600 kilometres from Gdańsk, playing a match for the Appellant and did not return to Gdańsk until some five days later.
- iv. “Exhibit 2” bears signatures for and on behalf of the Appellant, which are expressed to be dated 18 April 2011. No explanation was provided to the Panel why the signatures endorsed on the document for and on behalf of the Appellant were dated three days after the stated date of the document.
- v. The drafting of the document refers, in paragraph 2, to the confirmation that the Parties “*have no further financial, law or other demands from other side according to contract signed on 31.08.2010 except salaries and match bonuses belong to the Player for months April, May and June 2010*” (emphasis added by the Panel). While the original Contract of Employment between the parties was signed on 31 August 2010, no explanation could be provided by the Appellant to the Panel why reference was made in paragraph 2 of the document to outstanding salaries pre-dating the Contract of Employment.
- vi. The Appellant failed to provide any explanation in the Appeal brief nor adduced any evidence at the hearing of the circumstances in which the document came into existence and likewise failed to adduce evidence to answer the Respondent’s assertion that it was only produced to him on 2 June 2012.

2. The failure to register the Annex of 15 April 2011 within 7 days.

- i. The second numbered paragraph no. 1, in both “Exhibit 2” and “Attachment 1” purport to oblige the Appellant “*to register this Appendix with the Polish FA*”. It is not disputed by the Parties that the Appendix was never registered with PFA by the Appellant.
- ii. By letter dated 20 May 2013 addressed to the CAS Court Office, the Appellant sought to distinguish the omission to register the Appendix with the Polish FA as being a breach of an administrative requirement which could lead to a disciplinary sanction being brought against the Appellant by PFA, as distinct from a substantive issue as to form - being the requirement that any amendment to a contract of employment be in writing – which could undermine its validity. No explanation of why the Appendix was not registered with the PFA was provided by the Appellant

- iii. The Panel also noted that pursuant to Article R56 of the Code, *“Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement or amend their requests or their arguments, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer”*. No evidence of any agreement between the parties was adduced to the Panel by which the Appellant was authorised to adduce additional argument in correspondence to amend the Appeal Brief and/or no application arguments was made to the President of the Panel on the basis of exceptional circumstances to add the arguments submitted.

3. The Opinion concerning the authorship of signatures signed by Eliza Szeksztello

- i. The Opinion annexed as Exhibit 5 to the Statement of Appeal was not orally confirmed by its author Eliza Skesztello and as such the Panel could not accept the veracity of its content.
- ii. The Opinion did not compare the signatures on the documents identified above as “Exhibit 2” and “Attachment 1” with the signatures on the original Employment Contract of 31 August 2010 which the Panel concluded to be different.
- iii. The Respondent had not been asked by the author to supply a certified example of his original signature for the purposes of comparison with the documents examined by the author.
- iv. The methodology used by the author is unclear and does not identify or explain the distinction between the respective signatures examined and does not justify by reference to the materials examined how the conclusion could be reached that signatures were placed on the document by the same person.

4. The exchange of email annexed to the Appeal Brief as Exhibit 4

- i. In an exchange of emails between Mr Blazej Jenek, (who was described by the Appellant as formerly being a Board member of the Appellant) and Mr Alexander Röder, the Respondents’ Agent, between 15 June 2011 and 3 July 2011, reference is made in an email dated 16 June 2011 to the Appendix dated 15 April 2011 as being registered with the PFA.
- ii. No evidence was adduced to the Panel that the Appendix was so registered with the PFA and that in the circumstances that the veracity of the content of the email cannot be sustained.

XI. CONCLUSION

59. Having taken into consideration all the facts, evidence and legal arguments, even if not directly referred to in the present award, made by the Parties in their written submissions and in the course of the hearing, the Panel considers that the Appellant has failed to prove the validity and authenticity of the Appendix dated 15 April 2011 and that as such the Employment Contract between the Parties was not terminated by agreement of the Parties on 30 June 2011.
60. The Panel concludes that the Respondent was entitled to terminate the Employment Contract with just cause on the Appellant's refusal to permit the Respondent to train with any of the Appellant's teams in June and July 2011 and that therefore the Appellant's appeal shall be dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed by KS Lechia Gdańsk on 29 January 2013 against the decision issued by the FIFA Dispute Resolution Chamber on 21 September 2012 is dismissed.
2. The decision issued by the FIFA Dispute Resolution Chamber on 21 September 2012 is confirmed.
3. (...).
4. (...).
5. All other claims are dismissed.