Arbitration CAS 2011/A/2428 I. v. CJSC FC Krylia Sovetov, award of 6 February 2012

Panel: Mr Mark Hovell (United Kingdom), President; Mr Mika Palmgren (Finland); Prof. Lucio Colantuoni (Italy)

Football
Breach of the employment contract
Right to train with the squad

Whilst Article 15 of the Charter of Fundamental Rights of the European Union provides that everyone has the right to engage to work and to pursue a freely chosen or accepted occupation, and although football is a team sport in which the majority of training would need to be as part of a team or squad, there could be circumstances when a club may deem it necessary for a player to train alone. Therefore, there is no fundamental right of a player to always train with his squad; the facts of each case must be considered.

I. (the "Player" or the "Appellant") is a professional football Player.

CJSC FC Krylia Sovetov (the "Club" or as the "Respondent") is a football club with its registered office in Samara, Russia. It is a member of the Russian Football Union (RFU) and plays in the Russian Premier League.

The Appellant is a professional football Player of Russian nationality. On 1 March 2010, he signed a labour contract with the Club for the duration from 1 March 2010 until 15 December 2012 (the "Contract"). Further, on the same date, the Player signed an appendix to the Contract (the "Appendix") which contained additional obligations on both parties.

On 31 July 2010 the Club and OJSC Football Club Anji Makhachkala ("Anji") entered into a loan agreement (the "Loan Agreement") until 30 November 2010 under which the Player moved to Anji.

In the 2010/11 season the Player took part in 8 matches for the Club and 13 matches for Anji.

On 10 January 2011 the Player attended a pre-season training camp with the Club in Cyprus, intended to be for the period from 10 January 2011 to 28 January 2011.

On 22 January 2011 the Club and the Player agreed that the Player could leave the training camp and the Club arranged for him to travel back to Moscow the next day. The parties agreed that the Player could look for a move to another club.

On 31 January 2011 the Player met with the Club's sporting director, Mr. Marushko, stating he had been unable to find another club and that he now wished to stay at the Club. Later that day, the Player wrote to the Club asking which team he was to train with; the main team or the youth team.

On 2 February 2011, the Player wrote a second letter asking which team he was to join up with, as the Club's second training camp in Turkey was due to start on 3 February 2011.

On 2 February 2011 the Club wrote to the Player to notify him that he would be training in compliance with an individual training programme. The Club stated that the Player should have arrived for training at the Club on 1 February 2011 pursuant to the oral agreement made with Mr. Marushko on 31 January 2011. The training programme was attached to this letter.

On 3 February 2011 the Club held a second pre-season training camp in Turkey to run to 7 March 2011. The Player was excluded from this training camp.

On 3 February 2011 the Player wrote to the general director of the Club, in reply to the Club's letter of 2 February 2011, stating that no agreement existed between the Player and Mr. Marushko. The Player again asked which training camp he should join.

On 4 February 2011 the Player was sent a telegram from the Club instructing the Player to attend at the Club within 2 days and for the Player to explain his absence from the Club for the period of 1 February 2011 to 3 February 2011.

On 7 February 2011 the Player wrote to the Club stating, again, that no agreement existed between the Player and Mr. Marushko. The Player again requested to be able to participate in the pre-season training camp.

On 8 February 2011 the Club wrote to the Player reiterating that there was an agreement between the Player and Mr. Marushko to train individually. The Club again requested that the Player attend at the Club.

On 11 February 2011 the Player submitted a claim to the Russian National Dispute Resolution Chamber (the "Russian DRC").

On 18 February 2011 the Player provided the Club with an explanatory note regarding his absence for the period 1 February 2011 to 18 February 2011.

On 18 February 2011 the Player wrote to the Club requesting permission to train with other football clubs during the period 18 February 2011 to 3 March 2011. The Club, by way of letter of the same date, authorised the Player's request.

On 18 February 2011 an amendment to the Contract (the "Amendment") was signed by the Club and the Player. The Amendment provided that in the event of termination of the Contract by the Player, should he find a new club to move to or a termination by the Club, on the basis of disciplinary sanctions, then the Player must pay the Club compensation in the agreed sum of USD 60,000. The

Club and the Player agreed upon a period of unpaid leave between 18 February and 3 March 2011, to enable the Player to find another club.

On 28 February 2011 the Player wrote to the Club stating that the Club owed him 3 salary payments for the months of December 2010 and both January and February 2011. The Player requested payment by 1 March 2011.

On 1 March 2011 the Player submitted an additional claim to the Russian DRC requesting the payment of the outstanding salaries.

On 3 March 2011 the Player visited a doctor and received a medical certificate stating that he was on sick leave for the period of 3 March 2011 to 10 March 2011.

On 9 March 2011 the Club issued an order to apply disciplinary sanctions against the Player in the form of dismissal and termination of the Contract.

On 10 March 2011 the Club wrote to the Player stating that they had considered the Player's explanatory note and that it had been concluded that the Player in the period after 31 January 2011 and for the period 8 to 17 February 2011 was absent from the Club without a valid reason and enclosed the order of dismissal.

On 10 March 2011 the transfer window closed in Russia.

On 11 March 2011 the Russian DRC held a hearing in relation to this matter with the parties present.

On 11 March 2011 the Player sent a statement of dismissal to the Club asking the Club to dismiss him from 11 March 2011 due to the breach of the Contact by the Club, *i.e.* that the Club had failed to register the Player as a member of its squad for the 2011/12 Season.

On 11 March 2011 the Club again terminated the Contract with the Player, for the Player being absent from the Club without a valid reason during the period 8 to 17 February 2011 ("the Second Dismissal").

On 15 March 2011 the Club wrote to the Player providing him with their order relating to the Second Dismissal.

On 26 April 2011, the written decision of the Russian DRC (the "Appealed Decision") was notified to the Player. The Appealed Decision stated, as follows:

> *"1. To dismiss a claim of I.;*
>
> *2. To defeat the order no. 25-K dated 9 March 2011 dismissing I.;*
>
> *3. To find I.'s absence from the workplace for the period from 4 February 2011 to 17 February 2011 as without valid reasons;*
>
> *4. To dismiss the compensation demands from PFC Krylia Sovetov to I.;*

5. *To dismiss an imposition of 4 months disqualification against I.;*
6. *The current decisions come into force from the moment of issue".*

On 28 April 2011 the Appellant submitted a claim to the Russian DRC against the Second Dismissal.

The Russian DRC dismissed the claim against the Second Dismissal on 3 June 2011, as it was aware of the present appeal to the Court of Arbitration for Sport (CAS) and stated that the *"(…) 2006 edition of the Regulations on the Status and Transfer of Players provides that the DRC stops the hearing proceedings in cases where the claimant turned to a court in a dispute involving the same parties, on the same subject and on the same grounds".*

On 28 September 2011, the Appellant appealed the second decision of the Russian DRC to the Committee of the RFU for the Status of Players (the "Russian PSC").

On 29 April 2011, the Appellant filed a statement of appeal with the CAS. He challenged the above mentioned Appealed Decision, submitting the following request for relief:

"1. Dismiss the decision no. 70/11 of the Russian National Dispute Resolution Chamber in the following parts:
   1.1 To dismiss a claim of I.;
   1.2 To find I.'s absence from the workplace for the period from 4 February 2011 to 17 February 2011 is without valid reasons;
2. *To except the fact of my unjustified dismissal;*
3. *To oblige PFC Krylia Sovetov to amend the basis of my dismissal;*
4. *To oblige PFC Krylia Sovetov to pay me the salary up to the expiry date of the contract (15.12.2012) in the sum of US$741,363 (seven hundred and forty-one thousand three hundred and sixty-three) US dollars due to the unjustified contract termination by the side of the Club (US$34482 x 21.5 months = US$741,363)".*

On 13 May 2011, the Appellant notified the CAS stating that he considered his statement of an appeal as his appeal brief.

On 14 July 2011, the Respondent filed its answer, with the following request for relief:

"1. To reject the appeal lodges by the Appellant;
2. *To uphold the RFU DRC Decision dated 11.03.2011;*
3. *To establish that the arbitration costs shall be borne by the Appellant as the only responsible of this trial;*
4. *To condemn the Appellant as the only responsible of this trial to the payment in favour of the Respondent of the legal and other expenses incurred by the Respondent in relation to the present proceedings".*

A hearing was convened on 4 October 2011 in Lausanne, Switzerland.

At the hearing, the parties and the Panel accepted the production by the Appellant's representatives of an English copy of the Russian DRC's second decision dated 3 June 2011, but a letter from FIFPro to the Player regarding its opinion on the constitution of the Russian DRC was deemed late and inadmissible. The representatives of the Appellant also produced Russian copies of the second claim made to the Russian DRC in April and his appeal to the Russian PSC in September 2011. They undertook to provide the Panel and the Respondent with a translation of these two documents within 7 days of the hearing, which they duly did. The Panel and the Respondent accepted these to the CAS file.

The Appellant was heard by telephone and the Panel and the Respondent had the opportunity to examine him. The Respondent's Witness, Mr Marushko was subsequently heard by telephone and examined by the Panel and the representatives of the Appellant.

After the parties' final arguments, the President of the Panel closed the hearing and announced that the award would be rendered in due course. Upon closure, the parties expressly stated that they did not have any objection in respect of their right to be heard and to be treated equally in these arbitration proceedings

LAW

CAS Jurisdiction

1. Article R47 of the Code of Sports-related Arbitration (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 sports-related body".

2. The Panel noted that the jurisdiction of the CAS was contested by the Respondent. Their first submission is that any appeal from the Russian DRC should go to the Committee of the RFU for the Status of Players. Article 49(4) of the RFU Regulations states:

   "The Chamber's resolution may be appealed by any of the parties to the Committee of the RFU for the Status of Players within seven calendar days from the date of adoption of such resolution".

   The Respondent also cited Article 46.1 of the All Russian Public Organisation RFU Statutes, which indicated that the CAS should not hear appeals from the RFU's arbitration court *"mentioned in Article 44 of the present Statute"*. However, Article 44 was not provided to the CAS.

3. All the parties acknowledged the provisions of Article 50(6) of the RFU Regulations, which states:

"The Chamber's resolution may be appealed in the Court of Arbitration for Sport in accordance with article 59 of the FIFA's Charter".

4. Article 59 of the FIFA Statutes, states:

"FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, Members, Confederations, Leagues, clubs, Players, Officials and licensed match agents and Players' agents".

5. The Respondent argued that with the ability for a party to go to the Committee of the RFU for the Status of Players, the conditions of Article R47 of the Code had not been fulfilled and the Appellant had not *"exhausted the legal remedies available to him prior to the appeal".*

6. The Panel noted that since these Articles of the RFU Regulations were adopted in 2006, firstly the FIFA Statutes had been updated and secondly, the RFU have now (since 1 May 2011) adopted a new single article dealing with appeals from Russian DRC, Article 30(2) which states:

"The decision of the Dispute Resolution Chamber can be appealed against in the Players' Status Committee. The decision of the Players' Status Committee can be appealed against at CAS (…)".

The Panel also noted that the Appellant had followed these new Regulations when appealing the second decision of the Russian DRC. Whilst the Respondent was concerned that to allow direct appeals from the Russian DRC would open "the floodgates", the reality is this matter will be the last or one of the last concerned with a challenge to the jurisdiction of the CAS, as the revised Regulation removes any doubt.

7. The Panel note that within the old Article 60 of the FIFA Statutes (now Article 63), is Article 60(2), which states:

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

8. Article 11 of the Contract provides that *"disputes between the parties should be settled by means of negotiations. If the dispute is not settled, it should be settled according to the regulations, on players' status and transfer, of the Football Union of Russia"* and indeed the dispute was heard by the Russian DRC, which issued the Appealed Decision. According to Article 10(9) of the statutes of the RFU, its members must recognise the Court of Arbitration for Sport in accordance with the statutes of FIFA and UEFA.

9. The Panel noted that in CAS 2009/A/905, CAS 2009/A/1874 and CAS 2010/A/2344 the CAS confirmed that jurisdiction derived from Article 50(6) of the RFU Regulations, although the Panel noted in the two former cases the ability to appeal by two different routes was noted and accepted by the parties.

10. The Panel noted that the Appellant had chosen to bring his appeal straight to the CAS citing Article 50(6) of the RFU Regulations.

11. The Panel notes that Article 186(1) of the Swiss Private International Law Act (PILA), applicable to the present proceedings, provides that *"The arbitral tribunal shall rule on its own*

jurisdiction". Accordingly, the CAS has jurisdiction to decide any issues relating to its own jurisdiction.

12. The Appellant submitted that Article 50(6) of the RFU Regulations gave him a choice and he chose to bring his appeal directly to the CAS. The wording of both Articles 50(6) and Article 49(4) is "may" or "can", not "must". As such, a choice existed. That choice has now gone with the adoption of the new RFU Regulations, but it is the previous version, that was in force at the time of the appeal, that remains applicable to this matter. The Panel noted that Article 46.1 of the RFU Statutes may have intended to stop the CAS hearing appeals from an arbitration court, but it was not provided with a copy of Article 44 of the Statutes and even if it had been and the Russian DRC was deemed such an arbitration court, the position would still remain in conflict – some Regulations allowing an appeal to the CAS and others not.

13. The Panel noted Antonio Rigozzi's L'arbitrage international en matière de sport, Basel 2005, para. 1024 which states *"the obligation of exhaustion set forth at Article R47 of the CAS Code only relates to the previous instances provided as mandatory by the applicable regulations"*. "May" or "can" are not mandatory. The Panel noted the reference by the Respondent to CAS 2004/A/748 however, that case was more concerned with mandatory remedies.

14. The Panel considered all of the above and determined that the RFU Regulations did offer the parties a choice and the Appellant chose to bring his appeal directly to the CAS. The Panel notes the confusion of having 2 possible appeal routes and that Article 50(6) of the RFU Regulations refers to Article 59 (now 62) of the FIFA Statutes. However, that FIFA Statute does not affect the route to the CAS. It is possible that the RFU intended the reference to be to Article 60(2) of the FIFA Statutes, but Article 50(6) did not state this and in summary, the Panel has determined it has the jurisdiction to deal with this appeal. As such, this Panel follows the position taken in CAS 2010/A/2344 and accepted jurisdiction in this matter.

Applicable law

15. Article R58 of the Code provides the following:

"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".

16. In light of the fact that both parties to the Contract have their registered offices and residence, respectively, in Russia and according to the basic principles of private international law it must be assumed that the Contract is subject to the laws of Russia even if not expressly stated in the Contract. Further, the "Federation" in the sense of Article R58 of the Code is domiciled in Russia, the fact that also requires that Russian Law be applicable. Therefore, the Panel decided that Russian Law shall apply to the merits of the case.

17. The Panel noted that the Contract refers to the regulated documents of FIFA, UEFA, RFU and RPL, as well as regulations of acting legislations of the Russian Federation. It follows that the RFU Regulations, Russian Law as well as the FIFA Regulations, are applicable to the present dispute.

18. Regarding the issue at hand, the Panel is of the opinion that whilst the parties have not agreed on the application of any specific national law, it is comforted in its position by the fact that, in the Contract reference is made to Russian legislation and to *"the norms of FIFA"*. As a result, subject to the primary application of the Russian Law, the various regulations of FIFA shall also apply subsidiarily.

Admissibility

19. The appeal was filed within the deadline provided by Article R49 of the Code, the RFU Regulations appearing to be silent on any such deadline. They complied with all other requirements of Article R48 of the Code, including the payment of the CAS Court office fee.

20. The Respondent challenged the admissibility of a number of the Appellant's prayers for relief. This matter has been allocated by the CAS Court Office to the Appeals Division. It is not an Ordinary procedure, nor would the Respondent agree to it being allocated there. The prayers that challenged the Appealed Decision itself would be admissible, but those challenging the decision of the Club to dismiss the Player on 9 March 2011 had not, at the time of the Respondent's answer, been appealed to the Russian DRC, so should not be dealt with by the Panel. Nor should the Appellant's claim to compensation for breach of Contract flowing from this dismissal.

21. At the hearing, the representatives of the Appellant confirmed that they had appealed the Second Dismissal by the Club to the Russian DRC, which in turn had "stopped" that appeal. The Appellant had then appealed that decision of the Russian DRC to the Russian PSC, which had yet to deal with the matter.

22. It follows that the appeal is admissible in part and the parties agreed that the Panel shall only consider the Appellant's prayers for relief against the Appealed Decision.

The merits

23. The Panel noted there were certain facts that the parties were in agreement over. The main ones were that the Appellant, having left the first training camp of the Respondent early, later met with the Sports Director of the Respondent on 31 January 2011 to discuss his future. The Respondent put forward a programme of individual training and the Appellant stayed away from the Club from the 1st February 2011 onwards and requested to be allowed to train with either the main team or the youth team of the Respondent.

24. The Appellant believes he has a fundamental right to train with the team, whereas the Respondent believes it was appropriate for the Player to train individually and, having ordered the Player to do so, when he failed to turn up for the training, he was absent without a valid reason, which ultimately resulted in his dismissal.

25. As such, the Panel had to determine the following:

    (a) Is there a fundamental right for players to train together?

    (b) In the circumstances of this case, did the Appellant have valid reasons for being absent from the workplace?

    (c) The process to be followed thereafter.

    (d) Any other prayers for relief?

A. Fundamental Rights?

26. The Appellant submitted that it was his "human right" to be allowed to train with the squad. Whilst the Panel are aware of Article 15 of the Charter of Fundamental Rights of the European Union namely *"Everyone has the right to engage to work and to pursue a freely chosen or accepted occupation"*, it is debatable as to whether it extends to specifically ensure the rights of players to train together. The Respondent submitted that it did not.

27. The Panel examined the contractual relationship between the parties, looking at both the express terms of the Contract and those implied by custom and practice within the sport of football.

28. Article 3 of the Contract set out the obligations of the Club. These included the obligation to pay the Player; to *"provide the Player with the essential work conditions under the legislation of the Russian Federation and the present Contract"*; and to *"ensure the playing and training process under the guidance of the qualified specialists (…) to provide playing and training grounds, equipped with the appropriate hygiene rooms under the sanitary and technical norms"*.

29. The Respondent submitted that its coaching staff had the right to set the training plans for the Player and under the Contract the Player had to fulfil these. The Panel noted article 2.1.2, which stated *"the Player is obliged to (…) obey the instructions (orders) of the President, senior trainer, management and the medical staff of the Club"*. Further, article 2.1.5, which stated *"the Player is obliged to (…) be present at all medical examinations and participate in recuperating, healing and preventive procedures, organised by the Club for strengthening and improvement of physical fitness (medical examinations, sports and medical massage, physio treatment etc) and to adhere implicitly the instruction of the Club's medical specialists"*.

30. The Panel concluded that the Contract was there to establish the rights and obligations of the parties. The Club had to pay the Player for his services and provide him with the ability to ply his trade, *ie.* to play football. This would extend to play in matches, if selected, and training to improve and develop his skills. The Panel could see there could be circumstances when a club may deem it necessary for a player to train alone (for example if his fitness had dropped below

the level of his team mates, if his body mass index was too high, if he was recovering from an injury, etc, but then only until his fitness had recovered, his body mass improved, his injury mended, etc.), but equally notes football is a team sport and that the majority of training would need to be as part of a team or squad and with a football. The Panel also determined that any instructions regarding training should be reasonable. However, ultimately the Panel could not go so far as to say there is a fundamental right for all players to always train together, the facts of each case must be considered.

B. The Circumstances of this Case

31. The Appellant submitted that he had played over 20 games the previous season, over half of these on loan at Anji, and then after the end of season break, he rejoined the Respondent for its first pre-season training camp in Cyprus. He attended the first 12 days of this, along with the rest of the squad, training with them from 10 January 2011. He left the training camp on 23 January, 5 days before the rest of the squad finished. The next training camp, in Turkey, started on 3 February 2011. The Appellant was excluded from this. The Appellant submitted that he had been allowed to train with the team in January and had only missed 5 days of team training and was fit enough to train with the team and further submitted that he was not injured at this time.

32. The Panel noted the differing versions of events between the Appellant and the Respondent's Sports Director concerning their two meetings – the one on 22 January, which resulted in the Player leaving the training camp in Cyprus early, and the one on 31 January at which the Player requested to rejoin the team. What was clear to the Panel was the Player had sought to get away, but could not and that the Club were no longer interested in the Player. The Player had been allowed to find a new club, but unable to.

33. The Appellant stated that the Respondent instructed him to train alone in an attempt to pressure him into retiring or breaking the Contract. The Respondent maintained that its coaching staff were entitled to assess what training was best for the Player and determined, when they meet with the Sports Director on 31 January 2011, that a programme of individual training for 2 weeks was required.

34. During the hearing, the Appellant's representatives analysed the actual training programme set by the Club as part of their examination of the Respondent's Sports Director. They questioned whether it was right to expect a player to spend most days running outside (the programme referred to a "park", but the Respondent said it would have been in a gym, by the park), in the snow when the temperature was -10 to -15 degrees centigrade; there was no mention of training with a football; there was no mention of a coach being with him (although the Panel noted the Player indicated he thought there would be one); and the theory classes appeared to be with referees, not other players. On balance, the programme set did not appear to be designed specifically for the Player to achieve any particular purpose, nor was it particularly clear what was the purpose behind the individual training programme.

35. During the hearing, the Appellant was asked why he ignored the Respondent's instructions to commence the individual training programme. The Appellant maintained his position that he should not have to run around outside in the cold, but should have been allowed to train with the squad, so he registered his complaints in writing. He acknowledged that he was being advised by his Players' Association at this time.

36. The Appellant also submitted that the Club was in breach of the Contract at this time – it had been late in paying his December, January and February wages. The Respondent confirmed it made good all these payments when it dismissed the Player on 11 March 2011.

37. The final circumstance that came out of the hearing, was that the Club had instructed another player to undertake an individual training programme – one of the goalkeepers. The Sports Director confirmed this was the case. This player left the Club after this too.

38. The Panel also noted the sequence of events after the conclusion of the first training camp. The parties agree that the Player and the Club's Sports Director met on 31 January. The Respondent's position is the Player was told that day that he was to return to the Club's training ground in Samara in 2 days time; the Player denied there was any oral agreement or instruction to attend the Club on 1 February. The Player started a process of enquiring in writing which team (the main team or the youth team) he should join up with for the second training camp. The Club sent out the written individual training programme on 2 February 2011. It seems clear from the Player's letter to the Club of 3 February 2011, that he had received the Club's letter of 2 February 2011, with the individual training programme. In addition, a telegram was sent by the Club on 4 February 2011, with the clear instruction to attend the Samara training facility within 2 days of receipt. On 8 February 2011 the Player received further instructions to attend the training and received the threat of dismissal. On 11 February, the Player, in accordance with article 11.1 of the Contract, treated this matter as a disagreement between himself and the Club and referred that to the Russian DRC to settle.

39. Looking at all the facts and circumstances together, the Panel had to determine whether the Russian DRC had been correct in deciding the Player had been absent without valid reason between 4 and 17 February 2011. The Panel determined that from the date the Player had lodged his claim with the Russian DRC and the date the parties agreed the Player could be absent on unpaid leave (*ie.* 11 to 18 February) he was following the contractual process to settle the dispute that existed between himself and the Club. However, the Panel determined that even if there was not an oral agreement between the parties for the individual training to commence on 1 February, as the Club submitted, there was a clear instruction within letter of 2 February, which the Player replied to on 3 February 2011, to turn up for individual training. Giving the Club the benefit of the doubt, the Panel had to determine whether the circumstances gave rise to a valid reason to stay away from 1 February until he submitted the dispute to the Russian DRC or not?

40. The Panel determined in this case the circumstances did. Whilst the Player would have been better advised to turn up as instructed and raise his arguments in person, the Panel felt on balance that he had had only 5 days less training than the other players; he was willing to drop

down to the youth team to train with other players; the Club could have put him on a programme of individual training in Turkey, where the weather was more conducive to running outdoors and if the Player had improved quicker than 2 weeks, he would have been with the other players; the Club appeared to have put at least 1 other player on an individual programme, where he had completed more training with the team, yet the Club appeared to want that player to leave too; the Panel did not believe the actual training programme set seemed likely to achieve the reason given for setting it; and the Panel noted the attempts the Player made in his written correspondence with the Club between 1 and 11 February 2011 to settle his dispute before referring the matter to the Russian DRC.

41. The Panel determined in these circumstances, the Appellant had a legitimate grievance regarding the training set and was following the proper procedure to complain about the same and was therefore justified to do so away from the Club between 1 and 18 February 2011.

C. The process to be followed

42. The Panel noted that the Appellant had already appealed the decision of the Respondent to terminate his Contract on 11 March 2011 to the Russian DRC. It in turn had determined *"stop the proceedings"* and the Appellant had already appealed this to the Russian PSC on 28 September 2011.

43. The Panel has already noted that the CAS's jurisdiction to hear appeals from the Russian DRC changed after 1 May 2011, so that decisions of the Russian DRC had to be appealed to the PSC and only then could decisions of the Russian PSC be appealed to the CAS.

44. It therefore follows, that the dispute regarding the Second Dismissal of 11 March 2011 should be dealt with by the Russian PSC, but that the Russian PSC should be directed to this Panel's determination that the Appellant was absent from the Respondent with valid reasons and was pursuing a legitimate grievance procedure at that time.

D. Other Prayers for Relief

45. The Panel determines that following the above conclusions, it makes it unnecessary for the Panel to consider the other requests submitted by the parties to the CAS.

The Court of Arbitration for Sport rules:

1. The appeal filed by I. on 29 April 2011 is admissible in part and the Panel shall only consider I.'s prayers for relief against the decision of Russian Football Union's Dispute Resolution Chamber dated 11 March 2011.

2. The appeal is partially upheld and item 3 of the decision is replaced as follows: I.'s absence from CJSC FC Krylia Sovetov from 1 to 18 February 2011 was with valid reasons and not in breach of his contract with CJSC FC Krylia Sovetov.

(…).