



Arbitration CAS 2008/A/1548 Piroozi (Perspolis) Athletic & Cultural Club v. Fédération Internationale de Football Association (FIFA), award of 6 February 2009

Panel: Prof. Luigi Fumagalli (Italy), President; Mr Jahangir Baglari (Iran); Mr Rui Botica Santos (Portugal)

Football

Disciplinary sanction for failure to comply with a FIFA decision

Task of the FIFA Disciplinary Committee and review of the CAS

Notion of a decision subject to appeal to the CAS

Notification of the decision

1. **The FIFA Disciplinary Committee is not allowed to analyse the case decided by the FIFA Player's Status Committee as to the substance. The FIFA Disciplinary Committee task is to control whether the final and binding Players' Status Committee decision has been complied with. In such case, the substance of the dispute related to the Players' Status Committee decision may not be reviewed anymore.**
2. **The form of the communication has no relevance to determine the existence of a decision appealable to the CAS. However, for a communication to be a decision, this communication must contain a ruling, whereby the body issuing the decision intends to affect the legal situation of the addressee of the decision or other parties. A decision is thus a unilateral act, sent to one or more determined recipients and is intended to produce legal effects. On the contrary, a letter that has no additional effect of resolving the matter in respect of the parties' interests is not a ruling materially affecting the legal situation of the parties.**
3. **As a basic rule, a decision or other legally relevant statement is considered as being notified to the relevant person whenever that person has the opportunity to obtain knowledge of its content irrespective of whether that person has actually obtained knowledge.**

Piroozi (Perspolis) Athletic & Cultural Club ("the Appellant") is a football club with its registered office in Tehran, Iran. It is a member of the IR Iran Football Federation ("FFIRI"), itself affiliated to the Fédération Internationale de Football Association since 1948.

The Fédération Internationale de Football Association (FIFA) is the world governing body of Football and has its registered office in Zurich, Switzerland.

In the course of the year 2006, the Finnish club Kuopion Palloseura Oy (ltd) contractually accepted to transfer to the Appellant the player Raphael Edereho for the sum of EUR 130,000.

On 11 May 2006 and due to the absence of payment in the time and manner established in the transfer agreement regarding Mr Raphael Edereho, the club Kuopion Palloseura Oy (ltd) filed a claim before the FIFA Players' Status Committee.

On 17 October 2006, the FIFA Players' Status Committee delivered a decision according to which the Appellant had to pay to the club Kuopion Palloseura Oy (ltd) the total amount of EUR 130,000 plus interest at a rate of 5% p.a. as of 3 March 2006. The payment was to be made within 30 days following the notification of the decision, which occurred on 11 December 2006.

On 1 January 2007, the Appellant filed an appeal with the Court of Arbitration for Sport (CAS) against the decision of the FIFA Players' Status Committee.

On 23 January 2007, the CAS sent to the Appellant a letter stating that "(...) *the conditions to initiate an appeals arbitration procedure with the Court of Arbitration for Sport (CAS) and provided by art. R48 of the Code of Sports-related Arbitration are not met (...) [and] as a consequence, the CAS [could] not entertain the appeal*".

On 26 January 2007, the Secretary to the FIFA Disciplinary Committee opened disciplinary proceedings against the Appellant and ordered the latter to immediately pay the outstanding amount in favour of the club Kuopion Palloseura Oy (ltd).

On 13 March 2007, the Secretary to the FIFA Disciplinary Committee informed the Appellant that the decision rendered by the FIFA Players' Status Committee on 17 October 2006 was final and binding and that the case would be submitted to the FIFA Disciplinary Committee on 13 April 2007, if the amount awarded in the said decision was not paid before 2 April 2007 at the latest.

On 13 April 2007, the FIFA Disciplinary Committee decided that the Appellant was guilty of failing to comply with a decision of the FIFA Players' Status Committee in accordance with article 71 of the FIFA Disciplinary Code ("FDC") on the following grounds:

"3. The Disciplinary Committee took note, that no arbitration procedure could be initiated by CAS in this matter. Therefore, the decision passed by the Players' Status Committee on 17 October 2006 became final and binding. The debtor's claim that the transfer agreement was forged, was already decided by the Players' Status Committee. The Disciplinary Committee's task is to control whether the club had complied with the final and binding decision of the Players' Status Committee. The longstanding jurisprudence of the Disciplinary Committee shows that the substance of the dispute may not be reviewed anymore at this stage of the proceedings (conf. CAS 2004/A/Rayo Vallecano v/FIFA). The Disciplinary Committee had consequently not to analyse the question whether the agreement was forged or not.

4. As the debtor ignored the decision passed by the Players' Status Committee on 17 October 2006 and is withholding money from the other party, it is considered guilty under the terms of art. 71 FDC.

5. The fine to be imposed is at least CHF 5,000. Consequently, the fine to be imposed shall be between CHF 5,000 and CHF 1,000,000 (cf. art. 15 par. 2 FDC). The fine has been increased because the amount of money due is substantial. Non-payment of such amounts can cause a club financial difficulty. The debtor withheld

the amount unlawfully from the creditor. Even FIFA's attempts to urge the debtor to fulfil its financial obligations failed to induce it to pay. Considering the facts, the amount due constitutes a serious offence. In the circumstances, the Disciplinary Committee regards a fine amounting to CHF 15,000 as appropriate. This amount complies with the Disciplinary Committee's established practice.

6. In application of art. 71 par. 1 b) FDC, the Disciplinary Committee considers a final deadline of 30 days as appropriate for the amount to be paid.

7. In accordance with art. 71 par. 1 c) FDC, the debtor will be warned and notified that, in the case of default within the period stipulated, points will be deducted or demotion to the lower division be ordered. This will occur if the creditor informs the FIFA Disciplinary Committee of non-payment within the stipulated deadline and demands in writing that points be deducted from the debtor's first team in the national league. Once this request has been made, the points have to be deducted mandatory in any case.

8. With regard to the amount of points to be deducted, art. 71 par. 3 FDC is applicable, whereby the number of points deducted must be proportionate to the amount owed. In the light of the foregoing criteria regarding the amount of the fine to be imposed and in keeping with the Disciplinary Committee's established practice, a deduction of 6 points is considered appropriate.

(...)

10. As a Member of FIFA, the IR Iran Football Federation Football Association is responsible for implementing this decision, if necessary, and is obliged to deduct the points. If the Member fails to fulfil this obligation, the FIFA Disciplinary Committee will pronounce an appropriate sanction against it. This can lead to expulsion from all FIFA competitions”.

Consequently, on 13 April 2007, the FIFA Disciplinary Committee decided the following:

- “1. The debtor is pronounced guilty of failing to comply with a decision of a FIFA body in accordance with art. 71 FDC.*
- 2. The debtor is ordered to pay a fine to the amount of CHF 15,000. The fine is to be paid within 30 days of notification of the decision. Payment can be made either in Swiss francs (...) or in US dollars.*
- 3. The debtor is granted a final period of grace of 30 days as from notification of the decision in which to settle its debt to the creditor.*
- 4. If payment is not made by this deadline, the creditor may demand in writing of the FIFA Disciplinary Committee that 6 points be deducted from the debtor's first team in the domestic league championship. Once the creditor has made this request, the points are to be deducted mandatory in any case.*
- 5. If the debtor still fails to pay the amount due even after deduction of the points in accordance with point 4, the first team will be relegated to the next lower division.*
- 6. As a Member of FIFA, the IR Iran Football Federation is reminded of its duty to implement this decision and, if necessary, to produce proof to FIFA that the points have been deducted or the team has been relegated. If the IR Iran Football Federation does not comply with this decision despite being ordered to do so by the FIFA Disciplinary Committee, the latter will inflict an appropriate sanction on the Member. This can lead to expulsion from all FIFA competitions. (...)”.*

On 13 May 2007 and in a timely manner, the Appellant filed a Statement of appeal with the CAS to challenge the decision of the FIFA Disciplinary Committee.

On 18 December 2007, the CAS concluded that the “*grounds and reasons invoked by the Appellant in its appeal brief against the DC Decision relate to the challenge of the Players’ Status Committee’s decision passed on 17 October 2006 and are not related to the DC Decision per se. As pointed out by the Respondent, the FIFA Disciplinary Committee is not allowed to analyse the case decided by the FIFA Player’s Status Committee as to the substance. The FIFA Disciplinary Committee task is to control whether the Appellant had complied with the final and binding Players’ Status Committee decision, as they did. The Panel underlines the fact that the substance of the dispute related to the Players’ Status Committee decision may not be reviewed anymore at this stage of the proceedings and this understanding is fully in line with the longstanding CAS jurisprudence (CAS 2004/A/1008 Rayo Vallecano v/FIFA)*” (see par. 72 and 73 of the CAS 2007/A/1294 Piroozi Athletic & Cultural Club (Perspolis) v. FIFA).

As a result, the CAS ruled as follows:

- “1. *The appeal filed on 13 May 2007 by the Perspolis Club against the decision passed on 13 April 2007 by the FIFA Disciplinary Committee is dismissed.*
 2. *The DC Decision passed on 13 April 2007 by the FIFA Disciplinary Committee is confirmed.*
- (...)”.

The Appellant was notified by fax dated 19 December 2007 of the award issued by the CAS.

On 21 January 2008, the club Kuopion Palloseura Oy (ltd) informed the Respondent that it did not receive any payment from the Appellant. Therefore, it requested the deduction of the points from the Appellant’s first team, in conformity with the decision rendered on 13 April 2007 by the FIFA Disciplinary Committee.

By fax sent on 23 January 2008, FIFA instructed FFIRI to immediately implement point 4 of the said decision and to send proof that the six points had been deducted. A copy was sent to the Appellant.

On 29 January 2008, the Appellant informed the FIFA Disciplinary Committee of its intention to pay the amount awarded by the decision of the FIFA Players’ Status Committee within a week. It also pointed out that, subject to the payment of the said sum, the club Kuopion Palloseura Oy (ltd) agreed to withdraw its demand dated 21 January 2008.

On 8 February 2008, Mr Volker Hesse, the Deputy Secretary to the FIFA Disciplinary Committee, acknowledged receipt of the Appellant’s fax dated 29 January 2008 and confirmed to FFIRI that “*As Piroozi Athletic & Cultural Co. Perspolis has not complied with the decision, which was confirmed by the Court of Arbitration for Sport, within the stated deadline and Kuopion Palloseura Oy has requested the deduction of points, 6 points have to be deducted mandatory from Piroozi Athletic & Cultural Co. Perspolis by the IR Iran Football Federation*”. A copy of this fax was sent to the Appellant.

On 13 February 2008, the Appellant paid the sum of EUR 143,000 to the club Kuopion Palloseura Oy (ltd).

On 15 February 2008, the club Kuopion Palloseura Oy (ltd) informed the FIFA Disciplinary Committee that the claimed amount had been paid and that it no longer demanded the deduction of points as it requested on 21 January 2008.

The same day, the Appellant invited the FIFA Disciplinary Committee to retract the position expressed in its fax dated 23 January 2008. It submitted that the formal demand of deduction of points made by the club Kuopion Palloseura Oy (ltd) was premature and was therefore executed in breach of procedural requirements. As a matter of fact and according to the Appellant, the said demand was addressed to the FIFA Disciplinary Committee before the CAS Award acquired *res judicata* and was therefore unenforceable. The Appellant also put emphasis on the fact that it had “*done its best to observe and execute the FIFA rules and decisions*”, that it made the payment and that the club Kuopion Palloseura Oy (ltd) withdrew its request for a deduction of points.

On 16 February 2008, FFIRI confirmed to the FIFA Disciplinary Committee that it complied with its decision and deducted six points from the Appellant’s first team in the domestic league championship. However, due to the particularity of the circumstances, to the fact that the management of the Appellant was new and taking into account the fact that the payment had been made, the FFIRI asked the FIFA Disciplinary Committee to reconsider its decision about the irrevocability of the deduction of points.

On 18 February 2008, the Deputy Secretary to the FIFA Disciplinary Committee wrote to FFIRI the following, with a copy to the Appellant:

“We took note of a fax sent by Kuopion Palloseura Oy confirming the receipt of the outstanding amount.

We furthermore acknowledge receipt of your fax dated 16 February 2008 and have taken note that the Iran Football Federation implemented the decision of the FIFA Disciplinary Committee and deducted 6 points from Piroozi Athletic & Cultural Co. Perspolis’ first team.

As to your request for reconsideration, we have to refer to point 4 of the decision of the FIFA Disciplinary Committee rendered on 13 April 2007 in which it is stated that the points are to be deducted mandatorily, once the creditor has made this request. Moreover, all member-associations have been informed by Circular no. 981, dated 4 August 2005 (...) about this policy.

We therefore regret to inform you, that a reconsideration of the deducted points is not possible”.

On 9 April 2008, FFIRI forwarded to the Deputy Secretary to the FIFA Disciplinary Committee a copy of a letter of the Appellant. This document was apparently the second page of the Appellant’s fax sent to the FIFA Disciplinary Committee on 15 February 2008.

On 18 April 2008, the Deputy Secretary to the FIFA Disciplinary Committee answered FFIRI in the following terms:

“We acknowledge receipt of your fax dated 9 April 2008 and the enclosed document signed by a representative of the club Piroozi Athletic & Cultural Co. Perspolis. Unfortunately the latter document seems to be incomplete, as it starts with paragraph four.

However, we understand that the club, once again, claims that the implementation of the decision to deduct 6 points of Piroozi Athletic & Cultural Co. Perspolis shall be annulled.

In this regard, we would like to refer to our previous fax in this matter dated 18 February 2008, which was sent to both the IR Iran Football Federation and the club Piroozzi Athletic & Cultural Co. Perspolis (cf. enclosure).

Based on the explications given in the mentioned document, we therefore underline again that the club's claim to annul the 6 point deduction may not be granted".

On 28 April 2008, the Appellant filed with the CAS a combined statement of appeal and appeal brief. It challenged the "FIFA Disciplinary Committee decision dated 18 April 2008", requesting the following:

"(...) the Club hereby respectfully requests the honorable Court to declare that:

- 1- It has jurisdiction to consider and adjudicate the case which is initiated by the Appellant with respect to the FIFA DC's decision, as reflected in its latest letter of 18 April 2008;*
- 2- The above-mentioned decision of the FIFA DC was clearly not rendered in accordance with the applicable law, either FIFA's own rules and regulations or under general principles of law with regard to due process and, as a result, the decision was invalid ab initio and lacks any legal effect;*
- 3- The Piroozzi Club, having thus been wrongfully and unfairly deprived of its fundamental rights under fundamental rules of procedural law and due process, is not, nor has it ever been, eligible for a point deduction penalty imposed by the DC;*
- 4- There was indeed an amicable agreement within the 30-day time-limit between Piroozzi Club and the Creditor for the implementation of the CAS Award and the relatively short delay in effecting the payment was the result of force majeure conditions for which Piroozzi Club cannot be held responsible under the basic principles of law; and*
- 5- The DC shall be required to order the restoration of the wrongfully deducted 6 points to Piroozzi Club's first football team in the 2007-2008 season of the Iranian Premiership Football Championship or, alternatively, make a declaratory judgment to the effect that the 6-point deduction, having been wrongfully decided and enforced, lacks any legal effect and that the points can be restored to the Piroozzi Club.*
- 6- To order the FIFA to compensate all expenses incurred in connection with this arbitration, as would be declared later".*

The Appellant's submission, in essence, may be summarized as follows:

- The CAS has jurisdiction to decide on the present dispute.
- *"(...) a party who has been convicted by a tribunal or disciplinary committee is entitled to complain about the apparent procedural flaw, even if it did not make objection at the time"* (See par. 19 of the appeal brief).
- From the moment it was notified the award issued by the CAS (on 19 December 2007), the Appellant had a 30-day deadline to pay the litigious transfer fee to the club Kuopion Palloseura Oy (Ltd). Taking into account the regulatory time suspension due to the winter holidays, the said cut-off date expired on 5 February 2008. The request of Kuopion Palloseura Oy (Ltd) on 21 January 2008 as well as the FIFA's instructions to FFIRI on 23 January 2008 were premature and therefore null.

- As the litigious payment was made, as the club Kuopion Palloseura Oy (ltd) withdrew its request for a point deduction and as FFIRI had no objection to the return of the deducted points, there is no ground for the imposition of any penalty upon the Appellant. Such a sanction is unfair and serves no meaningful purpose.

On 27 May 2008, FIFA submitted an answer, requesting the CAS:

- “1. *To dismiss the appeal in its entirety.*
2. *That no costs or legal expenses incurred with the present procedure shall be borne by the Respondent*”.

The Respondent’s submission, in essence, may be summarized as follows:

- The letter dated 18 April 2008 is not subject to appeal. This document does not constitute a decision by FIFA as it simply refers to previous communications issued in the same matter.
- The instruction to deduct six points was made and communicated to the Appellant on 23 January and 8 February 2008. It was not challenged before the CAS within a timeframe of 21 days. Consequently, there is no final decision by FIFA against which an appeal can be lodged.
- There is no regulatory requirement for the request for point deduction to be made exclusively after the alleged 30-day period of grace. At any rate, the litigious payment was made on 15 February 2008, i.e. well after the expiry of the alleged period of grace.

On 15 May 2008, the Respondent filed a petition to challenge the appointment of Mr Jahangir Baglari to the arbitration panel. On 16 October 2008, the Board of the International Council of Arbitration for Sport rejected the said petition for challenge. Its decision is final.

On 26 and 28 November 2008, the Appellant and the Respondent respectively confirmed to the CAS Court Office that they agreed to waive a hearing.

In the above circumstances and pursuant to article R57 of the Code of Sport-related Arbitration (“Code”), the Panel decided to refrain from holding a hearing.

The Appellant submitted two urgent requests for provisional measures, which it subsequently withdrew on 19 May 2008.

LAW

Applicable law

1. 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”.

2. Article 60 par. 2 of the FIFA Statutes (or article 62 par. 2 of the FIFA Statutes, edition May 2008) provides that “[t]he 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”.
3. The Panel is of the opinion that the parties have not agreed on the application of any specific national law. As a result, subject to the primacy of applicable FIFA’s regulations, Swiss Law shall apply complementarily.

Jurisdiction of the CAS and Admissibility of the appeal

4. The CAS has jurisdiction to determine its own jurisdiction and whether it may adjudicate the merits of the appeal. The so-called “*Kompetenz-Kompetenz*” of an international arbitral tribunal sitting in Switzerland is recognized by article 186 par. 1 of the Swiss Law on Private International Law and, furthermore, it is a generally accepted principle in international arbitration (see CAS 2005/A/952, CAS 2004/A/748).
5. As this is an appeal arbitration procedure, the Panel must address any jurisdictional issue, first by considering article R47 of the Code, which reads 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.

An appeal may be filed with the CAS against an award rendered by the CAS acting as a first instance tribunal if such appeal has been expressly provided by the rules applicable to the procedure of first instance”.
6. The legal basis for an appeal against a FIFA decision is set out in article 61 par.1 of the FIFA Statutes (or article 63 par. 1 of the FIFA Statutes, edition May 2008), according to which *“Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by Confederations, Members or Leagues shall be lodged with CAS within 21 days of notification of the decision in question”.*
7. This general rule has been implemented under article 71 of the FDC (or article 64 of the FDC, edition 2009), which states the following:

“1. Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee or an instance of FIFA or CAS (financial decision), or anyone who fails to comply with another decision (non-financial decision) passed by a body, a committee or an instance of FIFA or CAS:
a) will be fined at least CHF 5,000 for failing to comply with a decision;

- b) *will be granted a final deadline by the judicial bodies of FIFA in which to pay the amount due or to comply with the (non-financial) decision;*
 - c) *(only for clubs:) will be warned and notified that, in the case of default or failure to comply with a decision within the period stipulated, points will be deducted or demotion to a lower division ordered. A transfer ban may also be pronounced.*
- 2. *If the club disregards the final time limit, the relevant association shall be requested to implement the sanctions threatened.*
 - 3. *If points are deducted, they shall be proportionate to the amount owed.*
 - 4. *A ban on any football-related activity may also be imposed against natural persons.*
 - 5. *Any appeal against a decision passed in accordance with this article shall immediately be lodged with CAS”.*
8. The Panel observes that, in accordance with the above provisions, the CAS has the power to adjudicate appeals against a sports organization (i.e. a federation, association or sports-related body) provided notably that an actual “decision” has been issued, that it is final (i.e. all other available stages of appeal have been exhausted) and that it is challenged in a timely manner.
9. In the present case, the Respondent claims that the appeal must be dismissed as it is lodged against its letter of 18 April 2008, which cannot be considered a decision within the meaning of article 47 of the Code, of the FIFA statutes and the FDC.
10. Accordingly, the Panel has to resolve whether the said document is a decision.

The notion of decision

11. The applicable FIFA regulations, in particular the FIFA Statutes, do not provide any definition for the term “decision”. The possible characterisation of a letter as a decision was considered in several previous CAS cases (CAS 2004/A/659; CAS 2005/A/899; CAS 2004/A/748; CAS 2008/A/1633).
12. The Panel agrees with the definition of “decision” and of the characteristic features of a “decision” stated in those CAS precedents:
- “the form of the communication has no relevance to determine whether there exists a decision or not. In particular, the fact that the communication is made in the form of a letter does not rule out the possibility that it constitute a decision subject to appeal”* (CAS 2005/A/899 par. 63; CAS 2007/A/1251 par. 30; CAS 2004/A/748 par. 90; CAS 2008/A/1633 par. 31).
- “In principle, for a communication to be a decision, this communication must contain a ruling, whereby the body issuing the decision intends to affect the legal situation of the addressee of the decision or other parties”* (CAS 2005/A/899 par. 61; CAS 2007/A/1251 par. 30; CAS 2004/A/748 par. 89; CAS 2008/A/1633 par. 31).

“A decision is thus a unilateral act, sent to one or more determined recipients and is intended to produce legal effects” (CAS 2004/A/659 par. 36; CAS 2004/A/748 par. 89; CAS 2008/A/1633 par. 31).

“an appealable decision of a sport association or federation is normally a communication of the association directed to a party and based on an ‘animus decidendi’, i.e. an intention of a body of the association to decide on a matter [...]. A simple information, which does not contain any ‘ruling’, cannot be considered a decision”. (BERNASCONI M., “When is a ‘decision’ an appealable decision?” in: RIGOZZI/BERNASCONI (ed.), *The Proceedings before the CAS*, Bern 2007, p. 273; CAS 2008/A/1633 par. 32).

In the case at hand

13. On 13 April 2007, the FIFA Disciplinary Committee sanctioned the Appellant for being guilty of failing to comply with a decision of the FIFA Players’ Status Committee in accordance with article 71 of the FDC. In its ruling, the FIFA Disciplinary Committee specifically determined the nature and the conditions of the applicable sanctions imposed upon the Appellant.
14. This decision of 13 April 2007 was confirmed by the CAS on 18 December 2007 (CAS 2007/A/1294 Piroozi (Perspolis) Athletic & Cultural Club v/FIFA). The CAS award was notified to the Appellant by fax dated 19 December 2007. Consequently, the decision dated 13 April 2007 of the FIFA Disciplinary Committee became final and binding.
15. On 23 January and 8 February 2008, the Deputy Secretary to the FIFA Disciplinary Committee invited FFIRI to immediately implement point 4 of the decision dated 13 April 2007. In particular, it was specified that *“6 points have to be deducted mandatory from Piroozi Athletic & Cultural Co. Perspolis by the IR Iran Football Federation”*.
16. On 18 February 2008, the Deputy Secretary to the FIFA Disciplinary Committee sent to FFIRI a fax, by which: a) he took note of the fax of 15 February 2008 sent by the club Kuopion Palloseura Oy (Itd), b) acknowledged receipt of the fax of FFIRI dated 16 February 2008, c) took note of the fact the FFIRI deducted 6 points from the first team of the Appellant, d) referred to point 4 of the said decision and e) confirmed that a reconsideration of the deducted points *“is not possible”*.
17. It is not disputed that the Appellant received a copy of the Respondent’s faxes dated 23 January, 8 February and 18 February 2008. Regarding the two first documents, the Appellant expressly refers to them respectively on 29 January 2008 and 15 February 2008. As a basic rule, a decision or other legally relevant statement is considered as being notified to the relevant person whenever that person has the opportunity to obtain knowledge of its content irrespective of whether that person has actually obtained knowledge (CAS 2004/A/574; CAS 2006/A/1153).
18. It appears that the Respondent’s communications dated 23 January, 8 February and 18 February 2008 were known to the Appellant and have not been challenged, as no appeal has been lodged before the CAS *“immediately”* (see article 71 par. 5 of the FDC/ article 64 par.5 of the FDC, edition 2009) or within 21 days (see article 61 par. 1 of the FIFA Statutes or 63 par. 1 of the FIFA Statutes, edition May 2008). Therefore, it is not necessary to determine here whether the

said documents are “decisions” within the meaning of article 47 of the Code, of the FIFA statutes and the FDC.

19. On 9 April 2008, the FFIRI sent to FIFA a new request for reconsideration of the deducted points and, apparently, the second page of the Appellant’s letter to the FIFA Discipline Committee dated 15 February 2008.
20. On 18 April 2008 and in response, the Deputy Secretary to the FIFA Disciplinary Committee sent to the FFIRI a fax, by which: a) he acknowledged receipt of the last fax and the enclosure of FFIRI, b) took note of the fact that the Appellant “*once again*” claims that the deduction of the 6 points should be annulled, c) referred to his fax dated 18 February 2008 which gives the reasons why the Appellant’s “*claim to annul the 6 point deduction may not be granted*”.
21. In light of the above CAS precedents, the Panel finds that the Respondent’s letter dated 18 April 2008 has no additional effect of resolving the matter in respect of the Appellant’s interests. It is not a ruling materially affecting the legal situation of the parties. It also seems evident from the text of the letter that the Deputy Secretary to the FIFA Disciplinary Committee did not intend such communication to be a decision issued on behalf of the FIFA. On the contrary, by its letter dated 18 April 2008, the Respondent reaffirmed the position adopted and consistently expressed in its previous letters. It did not raise any new question nor implement new measures, which may suggest that it considered the decision of 13 April 2007 as incomplete in some manner. From the beginning, it has always expressly declared that the said decision of 13 April 2007 was final and kept referring to it as being binding for the Appellant as well as for the Respondent.
22. For all the above reasons, the Panel holds that the letter of FIFA dated 18 April 2008 is not a decision. Based on article R47 of the Code and the applicable FIFA Regulations, the present appeal shall be declared inadmissible.
23. This conclusion makes it unnecessary for the Panel to consider the other requests submitted by the parties. Furthermore, all other prayers for relief are rejected.

The Court of Arbitration for Sport rules:

1. The appeal filed by Piroozi (Perspolis) Athletic & Cultural Club against the letter of FIFA dated 18 April 2008 is inadmissible.
- (...)
4. All other motions or prayers for relief are dismissed.