

Decision

of the

Member of the FIFA Disciplinary Committee

Mr. LIM Kia Tong [SIN], Member

on 14 March 2020,

to discuss the case of:

FC Nizhny Novgorod, Russia

(Decision 200223)

regarding:

failure to comply with

art. 15 of the FDC (2019 ed.) / art. 64 FDC of the FDC (2017 ed.)

I. Inferred from the file

1. On 12 March 2015, the Dispute Resolution Chamber (DRC) decided that the club Noncommercial Partnership Football Club "Volga"/ FC Volga Nizhny Novgorod (hereinafter also referred to as *the original Debtor*) had to pay within 30 days as from the date of notification of the decision, the following amounts to the player Dani Bondarv (hereinafter also referred to as *the Creditor*):
 - USD 521,543 plus 5% interest *p.a.* as from 1 March 2013 until the date of effective payment;
 - Russian Rubles (RUB) 350,000 plus 5% interest *p.a.* as from 1 March 2013 until the date of effective payment;
 - USD 630,000 plus 5% interest *p.a.* as from 1 March 2013 until the date of effective payment.
2. The findings of the decision of the Dispute Resolution Chamber were duly communicated to the parties, among others, on 18 March 2015. The grounds of the abovementioned decision were requested by the legal representative of the original Debtor, and duly notified to the parties on 30 July 2015. No appeal before the Court of Arbitration for Sport was filed and, therefore, the decision from the Dispute Resolution Chamber dated 12 March 2015 became final and binding.
3. As the original Debtor did not pay the outstanding amounts due to the Creditor, on 29 April 2016, the secretariat to the FIFA Disciplinary Committee (hereinafter also referred to as *the Secretariat*) opened disciplinary proceedings against the original Debtor in respect to a violation of article 64 of the FIFA Disciplinary Code (FDC), as the original Debtor had not acted in accordance with the decision passed by the DRC on 12 March 2015.
4. On 23 June 2016 the FIFA Disciplinary Committee found the original Debtor guilty of failing to comply with the abovementioned DRC decision, and therefore in violation of article 64 of the FDC. Moreover, the original Debtor was ordered to pay a fine to the amount of CHF 30,000, as well as the costs of the proceedings to the amount of CHF 3,000, within 120 days as from the date of notification of the decision of the FIFA Disciplinary Committee, and was granted a final period of grace of 120 days in which to settle its debt to the Creditor. The findings of the decision of the FIFA Disciplinary Committee were duly communicated to the parties, among others, on 30 June 2016.

5. On 1 July 2016, the Football Union of Russia informed the Secretariat that the original Debtor, FC Volga Nizhny Novgorod, was no longer affiliated to the Football Union of Russia due to a voluntary withdrawal from national competitions.
6. On 13 July 2016, the original Debtor informed the Secretariat that it was no longer affiliated to the Football Union of Russia.
7. On 14 July 2016, the Secretariat informed the parties that due to the fact that the original Debtor was no longer affiliated to the Football Union of Russia, it was not in a position to intervene in the matter and furthermore, that FIFA's decision-making bodies were not in a position to deal with cases involving clubs which have lost their affiliation to their Association. Consequently, on behalf of the Chairman of the FIFA Disciplinary Committee, the parties were informed that the FIFA Disciplinary Committee did not appear to be in a position to further proceed with the case.
8. On 10 May 2017, the legal representative of the Creditor provided the Secretariat with a correspondence claiming that a club called FC Olimpiyets Nizhny Novgorod (hereinafter also referred to as *FC Olimpiyets*), was affiliated to the Football Union of Russia and was the legal successor of the original Debtor and therefore "*liable for the liabilities of the old club*". The legal representative of the Creditor thus requested the continuation of the disciplinary proceedings against FC Olimpiyets. In this respect, the Creditor claimed, *inter alia*, the following:
 - "*All of a sudden*" following the aforementioned opening of disciplinary proceedings on 29 April 2016, the original Debtor declared to dissolve;
 - Shortly after the dissolution of the club FC Volga Nizhny Novgorod, "*most of the players, staff, equipment etc.*" were transferred to FC Olimpiyets; which according to the Creditor belongs to the same holding structure and which "*plays in the same stadium, in order to essentially continue the work of [FC Volga Nizhny Novgorod] but (...) without assuming the debts of the old club*";
 - The Club FC Olimpiyets is "*essentially the same as [FC Volga Nizhny Novgorod]*" and is "*liable for the liabilities of the old club*";
 - Both the original Debtor and FC Olimpiyets use the name Nizhny Novgorod, the only difference being the word 'Volga' being replaced with 'Olimpiyets' (original Debtor: FC Volga Nizhny Novgorod, new Club: FC Olimpiyets Nizhny Novgorod);
 - In accordance with FC Olimpiyets website, "*its history is identical to [the original Debtor's]*";
 - Many of the former players and staff members of the original Debtor became part of FC Olimpiyets;

- The stadium in which the original Debtor used to play is the “*exact stadium in which also FC Olimpiyets is playing at*”;
- The website of the original Debtor, following its dissolution, continued to be used for “*every further announcement in relation to FC Olimpiyets*”;
- FC Olimpiyets maintained the colours of the original Debtor on its new logo.

9. On 27 June 2017, the Secretariat requested the Football Union of Russia to provide its comments regarding the allegations brought up by the Creditor and in particular, to provide its position regarding the potential connection between FC Olimpiyets and the original Debtor.

10. On 11 July 2017, the Football Union of Russia forwarded a letter from FC Olimpiyets. According to FC Olimpiyets, FC Olimpiyets and the original Debtor are two different legal entities that bare “*no relation*” to each other, and had both been existing independently for more than three years up until the disaffiliation of the original Debtor in June 2016. FC Olimpiyets compared themselves to the original Debtor as summarized:

	FC Volga Nizhny Novgorod	FC Olimpiyets
Official name	Association Football Club Volga	Non-Profit Partnership Football Club Regional Center of Training of Football Players Volga-Olimpiets turned into the Autonomous non-profi Organization Football Club Olimpiyets
Tax Registry Number	5260072246	5256151760
Primary State Registration Number	1025203022503	1165200051147
First registration	31 January 2013	1 June 1998

11. Furthermore, FC Olimpiyets claimed that the “*fact that both clubs are in one city cannot demonstrate that they are interconnected*” and that presence of the word ‘Volga’ is “*not something remarkable since Volga is the name of the large river on which the city Nizhny Novgorod is located*”. Moreover, FC Olimpiyets argued that several former employees of the original Debtor were hired following the dissolution of the latter, in order to give them the possibility to continue working in their native city. FC Olimpiyets additionally emphasised that “*special attention should be paid on*

the fact that there are no former heads of [the original Debtor] in our structure. This fact was checked by the Football Union of Russia when licensing of the football club”.

12. On 23 August 2018, the Secretariat informed the parties that the Chairman of the FIFA Disciplinary Committee, after considering all the facts and documents relating to the case, had observed that the Club FC Olimpiyets is to be considered a new entity. Consequently, due to the disaffiliation of the original Debtor, FC Volga Nizhny Novgorod, from the Football Union of Russia, the parties were informed that FIFA’s decision-making bodies could not deal with cases involving clubs which were no longer affiliated to their association. Therefore, investigations would not be able to proceed any further.
13. On 13 February 2020, the legal representative of the Creditor requested, on the basis of further evidence, the FIFA Disciplinary Committee to review and make a legal assessment of the present case, and to *“pass a formal decision of a substantive nature on the Creditor’s request, concerning the liability of the Successor towards the debts of the Debtor”.*
14. More specifically, the Creditor claimed *inter alia* the following:
 - On 29 June 2018, FC Olimpiyets announced via its website that it was once again changing its name. According to the announcement and to the *“official request to the Russian Football National League”* FC Olimpiyets requested and received the official approval to ‘rename’ from FC Olimpiyets Nizhny Novgorod to FC Nizhny Novgorod, which indicates FC Olimpiyets as the sporting successor of the original Debtor;
 - That despite 3 years have passed since the bankruptcy of FC Volga Nizhny Novgorod, *“all the ‘administrative staff’ of [FC Volga Nizhny Novgorod] are still working in their same positions for [FC Olimpiyets Nizhny Novgorod]”;*
 - Shortly after FC Olimpiyets was informed that the Creditor holds it liable as the alleged sporting successor of the original Debtor, the club launched a new website. However, this website is *“almost identical to the old website”* in terms of features, fonts, content, structure and information used. FC Olimpiyets *“merely adds new logo, photos, contents and reflecting relevant changes and events”;*
 - The official Twitter account of the original Debtor maintained its activity for the benefit of FC Olimpiyets;
 - The original Debtor and FC Olimpiyets maintain an identical history; the Creditor remarks that under the ‘History’ section of the new website of FC

Olimpiyets it 'clearly' refers to the history of the original Debtor as its own. The Creditor is also directly referred to by FC Olimpiyets, whereby within the aforementioned 'History' section, it mentions the Creditor scoring the winning penalty in the 2011 Russian Cup quarterfinals.

- Following the submission of the Creditor, FC Olimpiyets moved to a new stadium that was built by the municipality for the 'old club' FC Volga Nizhny Novgorod.
- The address of FC Olimpiyets remains identical to that of the original Debtor.

15. On 18 February 2020, upon the request of and on the basis of documentation and evidence provided by the legal representative of the Creditor, the Secretariat opened disciplinary proceedings against the club FC Nizhny Novgorod (hereinafter: FC Nizhny Novgorod), for a potential failure to respect a decision passed by a body, a committee or an instance of FIFA or a CAS decision. In addition, FC Nizhny Novgorod was informed that the case would be submitted to a member of the FIFA Disciplinary Committee for evaluation on 9 March 2020 and was invited to provide its position.

16. By means of a correspondence dated 28 February 2020, the club FC Nizhny Novgorod provided the Secretariat with its position. FC Nizhny Novgorod explained that it is not the sporting successor of the original Debtor and is a completely separate legal entity. In support of this statement FC Nizhny Novgorod claimed the following¹:

- FC Nizhny Novgorod and the original Debtor have different founders and different heads of club and as such different ownership structures.
- The similarity in the club names between the original Debtor (FC Volga Nizhny Novgorod) and FC Nizhny Novgorod as a basis for connecting FC Nizhny Novgorod as the legal successor of the original Debtor "*are absurd*". The words 'Nizhny Novgorod' pertain to the city where both clubs are domiciled and the use of the home city name within the names of the football clubs does not indicate that the clubs are connected.
- The re-naming of the club "*from FC Olimpiyets to FC Nizhny Novgorod...is in line with common practice in the world of football...as every club does its best to maintain its popularity and image*" and "*does not speak in favour of sporting succession*".
- The logos are completely different, the only similarity being the similar main colours used (blue and white), although blue is "*traditional for Russia [and] the Nizhny Novgorod Region*".

¹ The summary does not purport to include every single contention put forth by FC Nizhny Novgorod. However, the FIFA Disciplinary Committee has thoroughly considered in its discussion and deliberations any and all evidence and arguments submitted.

- The accusation of the Creditor that, following the bankruptcy of FC Volga Nizhny Novgorod, its staff immediately started working for FC Nizhny Novgorod, is false. There are some former employees, however many of the former employees of the original Debtor did not wish to leave Nizhny Novgorod and this is the reason for their employment by FC Nizhny Novgorod (the club is the only professional football club in the city).
- The similarities in the websites can be explained as they were both designed by the same website designer, which is *"basically the only firm that [has] enough experience in football clubs' websites production and support"*.
- The alleged 'identical history' of the clubs FC Volga Nizhny Novgorod and FC Nizhny Novgorod is a misconception, as the history referred to is that of *"the history of football in Nizhny Novgorod in general, rather than the history of any particular football club"*.
- The use of the same stadium by FC Nizhny Novgorod as the original Debtor is due to the fact that FC Nizhny Novgorod does not own its own sports facilities, and is *"forced to proceed from the presence of infrastructure of sufficient level in the city"*. The current home stadium of FC Nizhny Novgorod is now different, as it uses the Nizhny Novgorod Arena constructed for the FIFA World Cup 2018.
- On the basis of the abovementioned information provided by FC Nizhny Novgorod, the *"[Creditor's] assumption that FC Nizhny Novgorod is the sporting successor of [the original Debtor] is groundless, since every argument of the [Creditor] in this regard is disproved upon closer inspection."*
- Finally, on the balance of probabilities, it is *"impossible to declare... that FC Nizhny Novgorod appears to be the sporting successor of [the original Debtor]"*.

II. and considered

1. In the case at hand, in view of the arguments raised by the parties, the Member of the FIFA Disciplinary Committee (hereinafter also referred to as *the Single Judge*) decides to first assess as to whether he is competent to decide on the present matter, and should it be the case, as to whether the club FC Nizhny Novgorod, could be held liable and responsible for a potential failure to respect the decision passed by the Dispute Resolution Chamber (DRC) on 12 March 2015.

A) Applicable law

2. First of all, the Single Judge would like to analyse which version of the FIFA Disciplinary Code (FDC) applies.
3. In this sense, the Single Judge underlines that the 2019 edition of the FDC (hereinafter: *the 2019 FDC*) entered into force on 15 July 2019 (art. 72 par. 1 of the 2019 FDC) and applies to all disciplinary offenses committed following said date (art. 4 par. 1 of the 2019 FDC).
4. With regard to the matter at hand, the Single Judge highlights that the disciplinary offense, i.e. the potential failure to comply with the DRC decision, was committed before the 2019 FDC entered into force. As a result, the Single Judge deemed that the merits of the present case fall under the 2011 edition of the FDC (hereinafter: *the 2011 FDC*).
5. Notwithstanding the above, the Single Judge of the Committee held that the procedural aspects of the present matter are governed by the 2019 FDC.

B) Jurisdiction of the FIFA Disciplinary Committee to decide on the present matter

6. In view of the circumstances of the case, the Single Judge will now analyse as to whether he is competent to assess if FC Nizhny Novgorod is the successor of the Original Debtor.
7. For the sake of good order, it is worth emphasising that, in line with art. 54 par. 1 lit h) of the 2019 FDC, cases involving matters under art. 15 of the 2019 FDC (former art. 64 of the 2011 FDC) may be decided by one member of the Disciplinary Committee alone, i.e. the Single Judge in the case at hand.
8. In this context, the Single Judge first emphasises that it is uncontested that the original Debtor, FC Volga Nizhny Novgorod, subject of the initial decision of the DRC, had been disaffiliated from the Football Union of Russia.
9. In these circumstances, the Single Judge wishes to recall that, according to art. 53 par. 2 of the FIFA Statutes, the Disciplinary Committee (hereinafter also referred to as *the Committee*) may pronounce the sanctions described in the Statutes and the FDC on member associations, clubs, officials, players, intermediaries and licensed match agents.

10. Clubs are affiliated to regional and/or national football associations and these national football associations are members of FIFA. Consequently, football clubs are considered as “indirect members” of FIFA and therefore, are subject to and bound by the FIFA Statutes and all other FIFA rules and regulations as well as by all relevant decisions passed by the FIFA bodies.
11. The aforementioned principle is embedded in art. 14 par. 1 lit d) of the FIFA Statutes which requires the member associations “to cause their own members to comply with the Statutes, regulations, directives and decisions of FIFA bodies” as well as in art. 60 par. 2 of the FIFA Statutes that states that the member associations, amongst others, “shall take every precaution necessary to ensure their own members, players and officials comply with these decisions”. The foregoing is only possible to the extent that the so-called “members” are still affiliated to the member associations of FIFA.
12. Since the Football Union of Russia has confirmed that the original Debtor is no longer affiliated to the Football Union of Russia, it has lost its indirect membership to FIFA and therefore, the Disciplinary Committee could not impose sanctions against the original Debtor, FC Volga Nizhny Novgorod. However, the Single Judge notes that the Creditor subsequently requested the enforcement of the DRC decision against FC Olimpiyets
13. In this regard, the Single Judge of the Committee takes note, that as per the aforementioned communication of the Secretariat on 23 August 2018, the club FC Olimpiyets was originally considered by the Chairman of the FIFA Disciplinary Committee to be a new entity.
14. Notwithstanding the above, on the basis of the evidence now at hand, the Single Judge observes that the Creditor explained that the club FC Nizhny Novgorod, in its view, should be considered as the sporting successor of the original Debtor.
15. In this regard, and in line with the jurisprudence of the Court of Arbitration for Sport², the Single Judge considers that he is not prevented from reviewing and/or making a legal assessment and deciding if, FC Nizhny Novgorod, is the same as – and/or the successor of – the original Debtor, FC Volga Nizhny Novgorod, especially considering that the former is still duly affiliated to the Football Union of Russia, and as such, under the jurisdiction of the Committee.

² CAS 2018/A/5647 Civard Sprockel v. FIFA & PFC CSKA Sofia, para. 135

16. As a result, the Single Judge deems that he is competent to assess the present matter and therefore to pass a formal decision of a substantive nature on the Creditor's request concerning the liability of the club FC Nizhny Novgorod, towards the debts of the original Debtor in the frame of art. 64 of the 2011 FDC.

C) The liability and responsibility of FC Nizhny Novgorod for the debts incurred by the Original Debtor

17. After having established that the he is competent to assess the present matter, the Single Judge moves on to analyse whether the Club FC Nizhny Novgorod, on the basis of the evidence provided, is the sporting successor of the original Debtor, and therefore, can be held liable for the debts of the latter.

18. In this sense, the Single Judge found it worthwhile to recall the existing jurisprudence from CAS on this particular topic.

19. To that end, the Single Judge would first like to refer to the decisions that had dealt with the question of the succession of a sporting club in front of the CAS³ and in front of FIFA's decision-making bodies⁴ which have established that, on the one side, a club is a sporting entity identifiable by itself that, as a general rule, transcends the legal entities which operate it. Thus the obligations acquired by any of the entities in charge of its administration in relation with its activity must be respected. On the other side, it has been ruled that the identity of a club is constituted by elements such as its name, colours, fans, history, sporting achievements, shield, trophies, stadium, roster of players, historic figures, etc. that allow it to distinguish from all the other clubs. Hence, the prevalence of the continuity and permanence in time of the sporting institution in front of the entity that manages it has been recognized, even when dealing with the change of management completely different from themselves⁵.

20. In these circumstances, CAS already considered that a "new" club had to be considered as the "sporting successor" of another one in a situation where a) the "new" club created the impression that it wanted to be legally bound by obligations of its predecessor, *i.e.* the "old" club, b) the "new" club took over the license or federative rights from the "old" club and c) the competent federation

³ CAS 2007/A/1355; TAS 2011/A/2614 and TAS 2011/A/2646; TAS 2012/A2778

⁴ FIFA DRC 12150569

⁵ CAS 2013/A/3425

treated the two clubs as successors of one another⁶. By the same token, a “sporting succession” is the result of the fact that 1) a new entity was set up with the specific purpose of continuing the exact same activities as the old entity, 2) the “new” club accepted certain liabilities of the “old” club, 3) after the acquisition of the assets of the “old” club, the “new” club remained in the same city and 4) the “new” club took over the license or federative rights from the “old” club⁷.

21. Further, the issue of the succession of two sporting clubs might be different than if one were to apply civil law, regarding the succession of two separate legal entities. Consequently, elements to consider are amongst others the name, the logo and colours, the registration address and/or the managing board of the club⁸.
22. For the sake of completeness, the Single Judge wishes to point out that this established jurisprudence from CAS has now been reflected in the 2019 FDC, under art. 15 par. 4 which states that *“The sporting successor of a non-compliant party shall also be considered a non-compliant party and thus subject to the obligations under this provision. Criteria to assess whether an entity is to be considered as the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition concerned”*.
23. With the above in mind, the Single Judge subsequently analyses the documentation at his disposal in the light of the criteria set by the relevant jurisprudence of CAS (now reflected in art. 15 par. 4 of the 2019 FDC) and applied by the Committee in such situations.
24. In this sense, the Single Judge first takes note that FC Nizhny Novgorod itself claimed that the appearance of the same employees and the presence of both clubs in one city should not be a reason to believe that the two clubs have anything to do with succession or inheritance. Furthermore, the Single Judge observes that FC Nizhny Novgorod stated that the original Debtor and FC Nizhny Novgorod have both different *“Founders of the club[s]”* and *“Current head[s] of the club[s]”* and therefore different ownership structures. In addition, the Single Judge observes that both clubs share similar names, (FC Volga Nizhny Novgorod – the original Debtor-, FC Nizhny Novgorod –the alleged sporting successor of the latter-) and previously played at the same stadium. Moreover, he notes that both clubs’

⁶ CAS 2007/A/1322 FC Politehnica Timisoara SA v. FIFA & RFF & Politehnica Stintia 1921 Timisoara Invest SA

⁷ CAS 2011/A/2646 Club Rangers de Talca v. FIFA

⁸ CAS 2016/A/4576 Ujpest 1885 v. FIFA, para. 134 – 139.

websites are very similar and that according to FC Nizhny Novgorod's official website, they share the same history and sporting achievements.

25. Furthermore, the Single Judge acknowledges that clubs' logos differ but share the same colours, that the original Debtor's Twitter account maintained its activity for the benefit of FC Nizhny Novgorod and that the original Debtor and FC Nizhny Novgorod share an identical address.
26. In light of all the above, the Single Judge recalls that, in line with the jurisprudence of CAS, which is now reflected in art. 15 par. 4 of the 2019 FDC, the identity of a club is constituted by elements such as its name, colours, logo, fans, history, players, stadium, etc., regardless of the legal entity operating it. As a result, on the basis of the information and documentation at hand, there is no other alternative but to conclude that FC Nizhny Novgorod, is the sporting successor of the original Debtor, FC Volga Nizhny Novgorod.
27. In this regard, the Single Judge notes that neither the original Debtor nor FC Nizhny Novgorod have complied with the decision passed by the Dispute Resolution Chamber on 12 March 2015 as neither club has paid the outstanding amounts to the Creditor.
28. As such, following the jurisprudence of the FIFA Disciplinary Committee, the Single Judge concludes that, in principle, the sporting successor, *i.e.* FC Nizhny Novgorod, of a non-compliant party, *i.e.* the original Debtor, shall also be considered a non-compliant party and is thus subject to the obligations under art. 64 of the 2011 FDC.
29. Therefore, the Single Judge found FC Nizhny Novgorod, liable for the debts incurred by the original Debtor – namely the one related to the decision passed by the Dispute Resolution Chamber on 12 March 2015 – and consequently concluded that FC Nizhny Novgorod is responsible for non-complying with a financial decision, under the terms of art. 64 of the 2011 FDC.

D) Sanctions

30. With regard to the sanction to be imposed, the Single Judge recalls that the 2011 FDC is applicable. In particular, the latter refers to art. 64 of the 2011 FDC, in accordance with which 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 a subsequent CAS appeal decision:

- a) will be fined 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;
- c) if it is a club, it will be warned and notified that, in the case of default or failure to comply with a decision within the period stipulated, (...) a transfer ban may also be pronounced.

31. The fine to be imposed under the above-referenced art. 64 par. 1 a) of the 2011 FDC, in combination with art. 15 par. 2 of the 2011 FDC shall range between CHF 300 and CHF 1,000,000.

32. The original Debtor and, subsequently, FC Nizhny Novgorod withheld the amount unlawfully from the Creditor despite FIFA's attempts to urge it to settle the debts towards the Creditor.

33. In view of all the circumstances pertaining to the present case and particularly taking into account the outstanding amount due, the Single Judge regards a fine amounting to CHF 30,000 as appropriate. This amount complies with the Committee's established practice.

34. In application of art. 64 par. 1 b) of the 2011 FDC, while taking into consideration the standard deadlines granted by the Committee in its recent decisions, the Single Judge decides to grant a final deadline of 30 days for the amount due to be paid to the Creditor.

35. In continuation, in view of the circumstances of the case (namely the long period during which the decision rendered by the DRC had not been complied with, to the detriment of the Creditor) but also the aim of the provision at hand (*i.e.* to ensure that decisions passed by a body, a committee or an instance of FIFA or a subsequent CAS appeal decision are respected and complied with) while keeping in mind the content of FIFA circular no. 1628, the Single Judge considers a ban from registering new players (at national and international level) as an appropriate sanction. In particular, taking into account the standing practice of the Committee in similar situations, the Single Judge holds that such ban will be automatically imposed on FC Nizhny Novgorod following the expiry of the granted deadline and will only be lifted upon the payment of the total outstanding amount to the Creditor.

36. For the sake of good order, the Football Union of Russia is hereby reminded of its obligation to automatically implement the transfer ban upon expiry of the final deadline without having received any proof of payment from the Club. In this respect, and for the sake of clarity, the Football Union of Russia is referred to art. 34 of the 2019 FDC, in what concerns the calculation of time limits. Should the Football Union of Russia fail to automatically implement said sanction and provide the secretariat to the FIFA Disciplinary Committee with the relevant proof of implementation of the transfer ban at national level, disciplinary proceedings – which may lead to an expulsion from all FIFA competitions – may be opened against it.

III. has therefore decided

1. The club FC Nizhny Novgorod (hereinafter, the Debtor) is found guilty of failing to comply in full with the decision passed by the Dispute Resolution Chamber on 12 March 2015 according to which it was ordered to pay to the player Dani Bondarv (hereinafter, the Creditor):
 - USD 521,543 in outstanding remuneration within 30 days as from the date of notification of the decision, plus 5% interest *p.a.* on said amount as from 1 March 2013 until the date of effective payment;
 - Russian Rubles (RUB) 350,000 within 30 days as from the date of notification of the decision, plus 5% interest *p.a.* on said amount as from 1 March 2013 until the date of effective payment;
 - USD 630,000 as compensation for breach of contract within 30 days as from the date of notification of the decision, plus 5% interest *p.a.* on said amount as from 1 March 2013 until the date of effective payment.
2. The Debtor is ordered to pay a fine to the amount of CHF 30,000. The fine is to be paid within 30 days of notification of the present decision.
3. The Debtor is granted a final deadline of 30 days as from notification of the present decision in which to settle its debt to the Creditor.
4. If payment is not made to the Creditor and proof of such a payment is not provided to the secretariat to the FIFA Disciplinary Committee and to the Football Union of Russia by this deadline, a ban from registering new players, either nationally or internationally, will be imposed on the Debtor. Once the deadline has expired, the transfer ban will be implemented automatically at national and international level by

the Football Union of Russia and FIFA respectively, without a further formal decision having to be taken nor any order to be issued by the FIFA Disciplinary Committee or its secretariat. The transfer ban shall cover all men eleven-a-side teams of the Debtor – first team and youth categories –. The Debtor shall be able to register new players, either nationally or internationally, only upon the payment to the Creditor of the total outstanding amount. In particular, the Debtor may not make use of the exception and the provisional measures stipulated in article 6 of the Regulations on the Status and Transfer of Players in order to register players at an earlier stage.

5. As a member of FIFA, the Football Union of Russia is reminded of its duty to implement this decision and provide FIFA with proof that the transfer ban has been implemented at national level. If the Football Union of Russia does not comply with this decision, the FIFA Disciplinary Committee will decide on appropriate sanctions on the member. This can lead to an expulsion from FIFA competitions.
6. The Debtor is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Football Union of Russia of every payment made and to provide the relevant proof of payment.
7. The Creditor is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Football Union of Russia of every payment received.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



LIM Kia Tong
Member of the FIFA Disciplinary Committee

Note relating to the payment of the fine

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to case number above mentioned.

LEGAL ACTION

According to article 49 together with article 57 par. 1e) of the FDC and article 58 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.

The full address and contact numbers of the CAS are the following:

Avenue de Beaumont 2
1012 Lausanne
Switzerland
Tel: +41 21 613 50 00
Fax: +41 21 613 50 01
e-mail: info@tas-cas.org