

CAS 2024/A/10791 Igor Gennadievich Borisov v. National Olympic Committee of the Kyrgyz Republic

CONSENT AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition

Sole Arbitrator: Ms. Marianne Saroli, Attorney-at-Law, Montreal, Canada

in the arbitration between

Igor Gennadievich Borisov, Bishkek, Kyrgyz Republic

Represented by Mr. Yvan Henzer, Attorney-at-Law with Libra Law SA, in Lausanne, Switzerland

Appellant

and

National Olympic Committee of the Kyrgyz Republic, Bishkek, Kyrgyz Republic

Represented by Mr. Kylychbek Sarbaghyshev and Mr. Daniyar Ubyshev, in Bishkek, Kyrgyz Republic

Respondent

I. THE PARTIES

1. Mr. Igor Gennadievich Borisov (the “Appellant”) is the President of the public association Ski Federation of the Kyrgyz Republic (the “SFKR”).
2. The National Olympic Committee of the Kyrgyz Republic (the “Respondent” or the “NOC KR”) is a non-public association in Kyrgyz Republic, with its headquarters located in Bishkek. It is a member of the International Olympic Committee (the “IOC”) since 1993.
3. The Appellant and the Respondent are hereinafter referred to as the “Parties”.

II. FACTUAL BACKGROUND

4. The Appellant served as Secretary General of the SFKR from 1994 to 2006 and held the position of President since then, following re-election on 4 October 2022. By virtue of this position, the Appellant has been a member of the NOC KR since 2006, in accordance with Article 8(2), Chapter 3 of the NOC KR’s Statutes.
5. In 2023, the Appellant requested that the NOC KR convene a meeting to address concerns regarding the conduct of its Secretary General, who was, according to the Appellant, perceived to be supporting a dissident ski association, the “*Kyrgyz Ski Federation*”, to the detriment of the SFKR. The NOC KR Executive Committee held a meeting on 5 September 2023 and issued the following decision:

“Recommend to the « Ski Federation of the Kyrgyz Republic» by 26.09.2023:

- *To accept as members of the federation all interested persons related to skiing, including members of the Kyrgyz Ski Federation;*
- *to hold a reporting and election general assembly of the members of the Ski Federation of the KR, at which the new version of the statute will be adopted, the governing bodies and audit bodies will be elected;*
- *Jointly with the Department to organize the formation of a sports team of the Kyrgyz Republic on skiing.”*

In case of non-compliance with the recommendations of the Executive Committee, the matter will be initiated on suspension of membership of the representative of the « Ski Federation of the Kyrgyz Republic» in the NOC of the KR.”

6. On 21 November 2023, the SFKR Executive Committee introduced an entrance fee of SOM 45,000 (approximately CHF 450) and an annual membership fee of SOM 10,000 (approximately CHF 100), applicable to all members of the SFKR. The Appellant contends that these fees were implemented by the SFKR Executive Committee at the request of the NOC KR, and not unilaterally or individually by him.
7. On 13 March 2024, the NOC KR proposed that the SFKR abolish the membership fees. However, it appears that the SFKR opted to maintain the fees.

8. Subsequently, on 29 March 2024, the NOC KR Executive Committee convened and decided, *inter alia*, to suspend the Appellant's membership in the NOC KR in his capacity as a representative of the SFKR. According to the minutes of that meeting, the following decision was adopted:
 1. *To suspend the membership in the NOC KR Borisov Igor Gennadyevich as a representative of the Public Association "Ski Sports Federation of the Kyrgyz Republic".*
 2. *To recommend Borisov Igor Gennadyevich to return the funds that were illegally collected from the athletes-skiers.*
 3. *To recommend the NGO "Ski Federation of the Kyrgyz Republic":*
 - a) *to accept into the membership of the Public Association "Ski Federation of the Kyrgyz Republic" all interested persons related to skiing, including members of the Public Association "Kyrgyz Ski Federation";*
 - b) *to hold a report-elective general meeting of the members of the "Ski Federation of the Kyrgyz Republic", which will adopt a new version of the statute, elect management bodies and control and auditing bodies."*
9. On 21 May 2024, the Appellant filed an appeal against the above-mentioned decision before the internal dispute resolution body of the NOC KR, the "*Sports Arbitration Committee under the NOC of the KR*" (the "SAC").
10. On 18 July 2025, the SAC orally announced the operative part of its decision, which upheld the Appellant's suspension (the "Appealed Decision"). The full reasoned Appealed Decision was notified in writing on 1 August 2024. The Appealed Decision was rendered by the SAC pursuant to the "*Regulations of the Sports Arbitration Committee under the National Olympic Committee of the Kyrgyz Republic*" (the "SAC Regulations") and the "*Charter of the National Olympic Committee of the Kyrgyz Republic*" (the "NOC KR Charter").

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

11. On 8 August 2024, the Appellant filed a Statement of Appeal before the Court of Arbitration for Sport ("CAS"), pursuant to Article R47 *et seq* of the Code of Sports-related Arbitration (the "Code"). In his Statement of Appeal, the Appellant, *inter alia*, sought to set aside the Appealed Decision, annul the decision issued by the NOC KR Executive Committee on 29 March 2024, and lift the suspension of his membership in the NOC KR. The Appellant also requested the appointment of a sole arbitrator and the proceedings to be conducted in English.
12. On 3 September 2024, the Appellant requested an extension of time to file his Appeal Brief until 4 October 2024.

13. On 4 October 2024, failing any objection from the Respondent within the prescribed deadline, the Appellant filed his Appeal Brief, in accordance with Article R51 of the Code, together with Exhibits 6 to 13, and requested an extension to submit Exhibit 14 by 11 October 2024.
14. On 7 October 2024, the extension of time for the Appellant to submit Exhibit 14 until 11 October 2024 was granted. On the same date, the Appellant uploaded Exhibit 14 to the CAS e-filing platform.
15. On 27 October 2024, the Respondent filed its Answer, in accordance with Article R55 of the Code.
16. On 4 November 2024, the CAS Court Office acknowledged receipt of the Respondent's Answer, noting that the Respondent objected to the CAS jurisdiction.
17. On 11 November 2024, the Appellant submitted a letter to the CAS Court Office in response to the communication dated 4 November 2024, informing as follows:

“Actually, the Respondent does not dispute the jurisdiction of the CAS. In its Answer (§ 12), the Respondent clearly specifies that it does not dispute that the decision of the Sports Arbitration Committee (SAC) at NOC KR may be appealed to the CAS.

The issue raised by the Respondent is the scope of review of the CAS, in that respect, the Appellant submits that this issue should be addressed by the parties at the hearing.

In any event, it appears clearly that the suspension of the Appellant's membership falls within the scope of review of the court since such suspension was the subject of the decision issued by the NOC KR on 29 March 2024.”

18. On 6 December 2024, the CAS Court Office, on behalf of the Deputy President of the Appeals Arbitration Division, confirmed the appointment of Ms. Marianne Saroli, as Sole Arbitrator, in accordance with Article R54 of the Code.
19. On 29 January 2025, the Parties were invited to clarify their respective positions regarding the jurisdiction of the CAS. In particular, the Respondent was requested to submit its position on the CAS jurisdiction and the scope of review within 10 days of receipt of the CAS Court Office's letter.
20. On 8 February 2025, the Respondent submitted its comments on the CAS jurisdiction and scope of review.
21. On 21 February 2025, the Appellant submitted his comments on the CAS jurisdiction and scope of review.
22. On 5 March 2025, the Parties were invited to notify the CAS Court Office, no later than 13 April 2025, of their preference as to whether a hearing should be held in this matter or whether the Sole Arbitrator should render an award based solely on the written

submissions. Pursuant to Article R57 of the Code, the determination as to whether a hearing shall be held rests with the Sole Arbitrator, following consultation with the Parties. Additionally, by the same date, the Parties were invited, pursuant to Article R56 of the Code, to indicate whether they requested a case management conference. In the event of disagreement, it would be for the Sole Arbitrator to decide whether such a conference should be held.

23. On 7 March 2025, the Appellant informed the CAS Court Office of his preference for a hearing and indicated that a case management conference could be useful.
24. On 15 April 2025, the CAS Court Office noted that the Respondent had not communicated its preference regarding the holding of a hearing. The Parties were informed that the Sole Arbitrator had decided to proceed with a hearing and were requested to advise, by 22 April 2025, whether they preferred the hearing to be conducted in-person or virtually via Cisco Webex.
25. On 22 April 2025, the CAS Court Office acknowledged receipt of the Appellant's letter and its annexes of 16 April 2025, noting that the Parties had concluded a Settlement Agreement and that pursuant to Article 4 of such agreement, the Sole Arbitrator was requested to incorporate the terms of the agreement into a Consent Award. In light of the above, and on behalf of the Sole Arbitrator, the CAS Court Office confirmed that, unless any comments or objections were received by the Respondent by 25 April 2025, the Sole Arbitrator would render a Consent Award in this matter, incorporating the Parties' Settlement Agreement.
26. On 25 April 2025, no comments or objections from the Respondent were received by the CAS Court Office.

IV. JURISDICTION

27. Article R47 of the Code provides as follows:

“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body”.

28. Article 33.9, Chapter 5 of the NOC KR Charter provides as follows:

“9. Any decision of the SAC under the NOC of the KR may be appealed to the Court of Arbitration for Sport (CAS) in Lausanne (Switzerland) within twenty-one (21) calendar days from the date of its announcement.”

29. Moreover, Article 20.5 of the SAC Regulations provides, as per the English translation submitted by the Appellant, that:

“Article 20. Adoption of decision

1. After examining all the circumstances of the case, the Committee shall take a decision on the merits of the dispute by a majority vote in a closed session, with no member of the Committee having the right to abstain. The Chairman of the Committee shall vote last. A Committee member who does not agree with the majority decision may submit a dissenting opinion in writing, which shall be attached to the Committee's decision.

2. The date of the Committee's decision shall be the date of its signature.

3. The decision of the Committee shall be announced at the meeting. The Committee may announce only operative part of the decision.

4. The decision of the Committee shall be delivered or sent to each party within a period not exceeding ten (10) working days from the date of the issue of the decision.

5. The decision of the Committee may be appealed to the Court of Arbitration for Sport (city of Lausanne, Switzerland). ”

30. The Sole Arbitrator notes that, by signing the Settlement Agreement and jointly requesting “*that the sole arbitrator of CAS incorporate the terms of this Agreement into a consent award*”, the Parties expressly acknowledged the jurisdiction of the CAS to issue a Consent Award reflecting the relevant terms of the Settlement Agreement.
31. Consequently, the Sole Arbitrator confirms that it has jurisdiction to issue this Consent Award.

V. THE SETTLEMENT AGREEMENT

32. The Sole Arbitrator has been requested to ratify the Settlement Agreement and embody its terms in a Consent Award.
33. The Settlement Agreement concluded between the Parties on 9 April 2025, and which has been voluntarily submitted by the Parties to the Sole Arbitrator provides as follows:

“PREAMBLE

WHEREAS, Mr Borisov serves as the President of SFKR and is a member of NOC-KR;

WHEREAS, Mr Borisov was suspended from NOC-KR pursuant to a decision issued by the Executive Committee on 29 March 2024;

WHEREAS, the Sports Arbitration Committee (SAC) of NOC-KR upheld this suspension in its decision dated 18 July 2024;

WHEREAS, Mr Borisov challenged this decision by filing an appeal with the Court of Arbitration for Sport (CAS) on 8 August 2024;

WHEREAS, The Executive Committee of the NOC-KR, by its decision dated 7 March 2025, annulled the decision of the Executive Committee of the NOC-KR dated 29 March 2024 insofar as it suspended Mr Borisov's membership, thereby fully reinstating his status as a member of the NOC-KR;

WHEREAS, the arbitration proceedings are currently pending before CAS;

WHEREAS, the Parties desire to resolve their dispute amicably and reach a mutually agreeable resolution;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Reinstatement of Mr. Borisov

- *The NOC-KR shall issue an excerpt from the minutes of the Executive Committee meeting dated 7 March 2025, confirming that Mr Borisov has been reinstated as a full member of the NOC KR.*
- *The NOC-KR shall send to FIS a scanned copy of the excerpt from the minutes of the Executive Committee meeting dated 7 March 2025, confirming that Mr Borisov has been reinstated as a full member of the NOC-KR.*

2. Annulment of Previous Decisions

- *Since the decision of the Executive Committee of the NOC-KR dated 29 March 2024, insofar as it suspended Mr Borisov's membership, was annulled on 7 March 2025, the decision of the SAC of NOC-KR dated 18 July 2024 has no effect whatsoever on Mr Borisov's rights and obligations as a full member of the NOC-KR.*

3. Arbitration Costs

- *All costs associated with the proceedings before the CAS, including arbitration fees, the arbitrator's fee, costs of experts, interpreters, hearing organization, and other related expenses, shall be borne entirely by Mr Borisov.*
- *The NOC-KR shall bear only the costs of its legal representatives. All other expenses shall be borne individually by each Party.*

4. Request for Consent Award

- *The Parties jointly request that the sole arbitrator of CAS incorporate the terms of this Agreement into a consent award, thereby concluding the arbitration proceedings.*

5. *Governing law and dispute resolution*

This Agreement shall be governed by and construed in accordance with the laws of the Kyrgyz Republic. Any disputes arising from or related in this Agreement shall be resolved amicably through good-faith negotiations. In the event of a disagreement, the Parties agree to submit any disputes to CAS for final and binding resolution.”

VI. **RATIFICATION OF THE SETTLEMENT AGREEMENT BY THE CAS**

34. Article R56 of the Code determines the following:

“[...] Any settlement may be embodied in an arbitral award rendered by consent of the parties”.

35. Under Swiss law, an arbitration tribunal sitting in Switzerland has authority to issue an award embodying the terms of the parties’ settlement, if the consenting parties agree to a termination of their dispute in this manner. The Sole Arbitrator’s ratification of the Parties’ settlement and its incorporation into this Consent Award serves the purpose of vesting the settlement with a *res judicata* effect and of enabling the enforcement of their agreement.
36. It is the task of the Sole Arbitrator to verify the *bona fide* nature of the Settlement Agreement to ensure that the will of the Parties has not been manipulated to commit fraud and to confirm that the terms of the agreement are not contrary to public policy principles or to mandatory rules of the law applicable to the dispute.
37. After reviewing the terms of the Settlement Agreement and the evidence on file, the Sole Arbitrator finds no grounds to object or disapprove the terms of the Settlement Agreement and is satisfied that the Settlement Agreement constitutes a *bona fide* settlement of the dispute brought to its attention.
38. The Sole Arbitrator wishes to emphasize that she is aware of the fact that the ratification and endorsement by an arbitral tribunal of a settlement agreement in a disciplinary case, as is the case in the matter at hand, should be considered with the outmost caution, also considering - if such consideration is required in the eyes of the tribunal - the apparent reasons that brought the parties to reach an agreement. Bearing this in mind, the Sole Arbitrator, on the basis of a *prima facie* analysis of the facts and evidence presented by the Parties in this particular case, considers the Settlement Agreement reached by the Parties and the outcome of the present proceedings not unreasonable and is therefore satisfied to ratify the Settlement Agreement.
39. In accordance with the mutual consent of the Parties, the Sole Arbitrator hereby directs the Parties to fully comply with the terms of the Settlement Agreement.
40. The above conclusion, finally, makes it unnecessary for the Sole Arbitrator to consider any other requests submitted by any of the Parties. Accordingly, all other and further motions or prayers for relief are dismissed.

VII. COSTS

(...)

VIII. CONFIDENTIALITY

41. The Sole Arbitrator notes that the Settlement Agreement does not stipulate that the terms of the Settlement and of this Consent Award shall remain strictly confidential.

* * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Settlement Agreement entered into by the Parties on 9 April 2025 is hereby ratified by the Court of Arbitration for Sport with the consent of the Parties and its terms are incorporated into this Consent Award.
2. The arbitral procedure *CAS 2024/A/10791 Igor Gennadievich Borisov v. National Olympic Committee of the Kyrgyz Republic* is terminated and removed from the CAS roll.
3. Each Party is hereby ordered to perform the obligations and duties as per the Settlement Agreement referred to in the present Consent Award.
4. (...).
5. (...).
6. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 28 July 2025

THE COURT OF ARBITRATION FOR SPORT

Marianne Saroli
Sole Arbitrator