



TAS / CAS

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2024/A/10449 Hockey Club Kyiv Capitals v. Ice Hockey Federation of Ukraine

ARBITRAL AWARD

rendered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Carine Dupeyron, Attorney-at-Law in Paris, France

in the arbitration between

Hockey Club Kyiv Capitals, Kyiv, Ukraine

Represented by Mr. Illa Skoropashkin, Attorney-at-law at Iskor S.L.A., Kiev, Ukraine

Appellant

v.

Ice Hockey Federation of Ukraine, Kyiv, Ukraine

Represented by Mr. Davor Lazić, Attorney-at-law in Zagreb, Croatia

Respondent

I. THE PARTIES

1. The Hockey Club Kyiv Capitals (the “Club” or the “Appellant”) is a Ukrainian ice hockey club established in 2023 and based in Kyiv, Ukraine. In accordance with its bylaws, the main goal of the Club’s activities is to popularize and develop ice hockey practice in Ukraine.
2. The Ice Hockey Federation of Ukraine (the “Federation” or the “Respondent”) is the governing body for ice hockey in Ukraine, to which the Club is affiliated. The Federation has its registered offices in Kyiv, Ukraine.
3. The Appellant and the Respondent are referred to individually as a “**Party**” and collectively as the “Parties”.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts and allegations based on the Parties’ oral and written submissions as well as the evidence examined during the present arbitration proceedings. The purpose of the factual background is to provide a synopsis and an overview of the matter in dispute. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted in the present proceedings, this Award refers only to the submissions and evidence considered necessary to explain its reasoning.
5. On 3 February 2024, the match No. 81 of the Ukrainian Men’s Ice Hockey Championship of the 2023-2024 season (the “Match”) took place between the Appellant and the Hockey Club of Dnipro (Kherson, Ukraine). The Match was officiated by two referees named Andrii Kicha and Anton Peretiatko (the “Referees”), as well as two linesmen named Oleh Ostroukh and Tymur Chermashentsev, under the rules of the Federation.
6. During the Match, several incidents led the Referees to impose penalties on players from both teams. In that respect, a total of 13 penalties were imposed on the Club, for unsportsmanlike conduct, kneeling, tripping, elbowing and roughing committed by the players Taran Pavlo, Chernenko Serhii, Kryvonozhkin Andrii, and the head coach of the Club, Shahaichuk Vadym (the “Head Coach”). A total of three penalties were imposed on the opponent team.
7. At the 50th minute 48th second of the Match, with the score tied 2-2, the Club’s team refused to continue the Match and left the hockey rink.
8. As reported in the game sheet, one of the Referees noted that:

“At the 50th minute 48th second of the match, player No. 18 of ‘Kyiv Capitals’ Chernenko Serhii was punished with a minor and disciplinary penalty with a suspension for the balance of the game for unsportsmanlike conduct.

The game was not finished, as at the 50th minute 48th second of the match the team of ‘Kyiv Capitals’ left the sports ground without permission.”

9. According to the Head Coach, the team left the sports ground due to “*unfair and one-sided refereeing*”, claiming that the Referees ignored obvious violations by the opponent team, while applying penalties for similar actions of the Club’s players.
10. Right after the Match, the Club sent an appeal to the Federation Refereeing Quality Assessment Committee (the “RQAC”). In this appeal, the Club submitted a list of 12 controversial situations that arose during the Match, and which have allegedly not been sanctioned by the Referees, for analysis.
11. On 4 February 2024, the RQAC rendered an expert opinion outlining its conclusions on the matter. Pursuant to this expert opinion, the RQAC considered that, for most of the controversial situations, the Referees’ decisions were correct. However, the RQAC considered that the Referees did not record several situations, and more specifically a tripping, a blocking, a player interference, and a hand-checking on the part of the opponent team.
12. Following the incidents that occurred during the Match, the Disciplinary Committee of the Federation (the “Disciplinary Committee”) initiated disciplinary proceedings to consider the application of sanctions to the Club’s participants in the Match.
13. More specifically, the Disciplinary Committee considered the application of sanctions to (i) two players of the Club, (ii) the Head Coach, (iii) the chairperson of board of the Club, and (iv) the Club itself for several violations of the sports regulations of the Ukrainian Men’s Ice Hockey Championship for 2023-2024, of the Ice Hockey Official Rule Book 2023/2024, and of the contract for participation in the competition.
14. On 5 February 2024, the Disciplinary Committee delivered its decision No. 23/24-24, deciding unanimously to impose disciplinary and monetary sanctions on the Club, on Club’s players and on the Head Coach.
15. The Disciplinary Committee decided in particular to:
 - i. Impose on the Club a disciplinary sanction provided for in item 4.8 of Annex 4 of the Disciplinary Code, consisting in the payment of UAH 10,000,
 - ii. Impose on the Club a disciplinary sanction provided for in item 1.24 of Annex 4 of the Disciplinary Code, consisting in the payment of UAH 30,000,

- iii. Impose on the Club a disciplinary sanction provided for in item 1.28 of Annex 4 of the Disciplinary Code, consisting in a technical defeat in the Match,
 - iv. Warn the Club that in case of a repeated refusal to continue the upcoming matches, the team will be automatically excluded from the championship,
 - v. Award a technical victory in the Match to the Hockey Club of Dnipro,
 - vi. Impose on the player of the Club Taran Pavlo two disciplinary sanctions provided for in clause 53 and item 34 of Annex 1 of the Disciplinary Code, consisting in a one-match suspension, another two-match suspension and an additional one-match suspension,
 - vii. Impose on the player of the Club Chernenko Serhii a disciplinary sanction provided for in item 34 of Annex 1 of the Disciplinary Code, consisting in a two-match suspension and an additional one-match suspension,
 - viii. Oblige the Head Coach to familiarize himself and the players of the Club with the golden rules of the Federation,
 - ix. Warn the Head Coach that for each subsequent major, disciplinary or game misconduct penalty of the Club's players, he shall receive a one-match suspension.
16. On 15 February 2024, the Club filed an appeal against the decision rendered by the Disciplinary Committee before the Appeals Committee, requesting the latter to cancel the abovementioned disciplinary and monetary sanctions, and to initiate disciplinary proceedings against the Referees.
 17. On 26 February 2024, the Appeals Committee unanimously dismissed the appeal and upheld the decision rendered on 5 February 2024 by the Disciplinary Committee.
 18. On 28 February 2024, the Club sent a request to the Federation challenging the operative part of the decision rendered by the Appeals Committee which indicated that the latter was not subject to appeal. The Club requested the Federation to clarify if the said decision was subject to appeal before the CAS, according to the provisions of Article 29 of the Federation's statutes, and, in such case, the time limit granted to the Club to file an appeal.
 19. On 1 March 2024, the Club sent a letter to the Federation requesting the latter to provide information regarding the existence of a conflict of interest between the Referees and members of the Appeals Committee, and a further procedure involving Mr Andrii Kicha, for corruption acts.

20. By letter dated 4 March 2024, the Federation confirmed to the Club that the decision could be subject to an appeal before the CAS.
21. On 5 March 2024, the Federation informed the Club that the election of the members of the Appeals Committee requires a careful analysis of the potential conflicts of interest between the candidates and the Federation's officials, according to its bylaws and the principle of independence of sports justice authorities. Insofar as the decision was unanimous, the Federation rejected the allegations of partiality of the members of the Appeals Committee. Lastly, the Federation challenged the fact that the Club did not invoke any suspicion of a conflict of interest neither in the appeal nor during the appeal proceedings, considering this behavior to be an abuse of rights.
22. On 6 March 2024, the Club sent an additional request to the Federation, questioning the edition of the Official Rule Book used by the latter during the competitions of the 2023-2024 season and challenging the Ukrainian translation of the 2021 Rules available on the website of the Federation.
23. Considering the Federation's lack of answer, the Club reiterated its request in a letter dated 12 March 2024, while submitting additional clarification request to the International Ice Hockey Federation regarding the interpretation of Rule 73.3 of the Official Rule Book.
24. In parallel, on 13 March 2024, the Club challenged the Federation's response dated 5 March 2024 stating that no conflict of interest could be invoked against the members of the Appeals Committee, considering the latter "*superficial, biased and contrary to the regulatory documents of the [Federation]*", and alleging violations of the Ethics Code of the Olympic Movement of Ukraine. The Club therefore requested the Federation to send its appeal to the National Olympic Committee of Ukraine.
25. In the absence of response from the Federation, the Club directly sent its request submitted on 12 March 2024 to the International Ice Hockey Federation, by letter dated 15 March 2024.
26. On 18 March 2024, the Federation rejected the Club's requests, considering that the relations between the Federation and the Club were regulated by the Regulations of the Ukrainian Men's Ice Hockey Championship for the 2023-2024 season, and the agreement on participation in the Ukrainian Ice Hockey Championship No. 06/23 concluded between the Parties. Therefore, the Federation concluded that these documents do not contain any provision granting itself the obligation to forward the letters to the International Ice Hockey Federation and the National Olympic Committee of Ukraine and asked for explanations regarding the Club's requests.
27. On the same day, the Club requested that the CAS proceedings be initiated.

28. Furthermore, on 22 March 2024, the Club informed the Federation that its requests were based on the latter's bylaws, and in particular on the Federation's goals, directions and objectives to develop and popularize the hockey in Ukraine in collaboration with institutions and organizations involved in the Olympic movement.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

29. On 18 March 2024, the Appellant filed its Statement of Appeal against the decision rendered by the Appeals Committee on 26 February 2024, requesting the CAS to set aside this decision and to extend the time limit to file the Appeal Brief to 25 days.
30. On 28 March 2024, the Respondent submitted to the CAS Court Office a power of attorney authorizing Mr. Davor Lazić to represent the interests of Mr. Giorgii Zubko, the President of the Federation.
31. On 15 April 2024, the Appellant filed its Appeal Brief against the decision of the Disciplinary Committee rendered on 5 February 2024 and the decision of the Appeals Committee dated 26 February 2024.
32. Following the submission of the Appellant's Appeal Brief, on 16 April 2024, the CAS Court Office invited the Respondent to file an Answer. The CAS Court Office then provided a 20-day limit for the Respondent to submit it.
33. On 18 April 2024, the Respondent requested the CAS Court Office to extend the time limit to file an Answer to the Appellant's Appeal Brief by an additional 20 days.
34. By letter dated 22 April 2024, the CAS Court Office granted an automatic 10-day extension to the time limit for the Respondent to submit its Answer. This time limit was extended by another 10 days on 1 May 2024.
35. On 17 May 2024, the Respondent filed its preliminary submissions, requesting the Sole Arbitrator to order the Appellant to deliver its Appeal Brief in an appropriate form according to Article R51 of the CAS Code or otherwise declare the Appeal inadmissible, to clarify the core of the dispute, and to suspend the deadline to file a response until the decision of the Appeals Committee dated 26 February 2024 is delivered and the prayer for relief is clarified.
36. On the same day, the CAS Court Office acknowledged receipt of the Respondent's preliminary submissions and invited the Appellant to submit its comments on the matter by 24 May 2024. The CAS Court Office also informed the Parties that in the interim, the Respondent's time limit to file its Answer was suspended until further notice from the CAS Court Office.

37. On 21 May 2024, the Appellant challenged the timeliness of Respondent's preliminary submissions filing, considering that the Respondent submitted its answer belatedly, and that the deadline allegedly expired on 16 May 2024.
38. On the same day, the CAS Court Office acknowledged receipt of the Appellant's letter. The CAS Court Office then invited the Respondent to file its comments on the said letter no later than 24 May 2024. Furthermore, the CAS Court Office informed the Parties of the appointment of Ms Carine Dupeyron, Attorney-at-Law in Paris, France, as Sole Arbitrator in this case.
39. On 24 May 2024, the Respondent filed its comments on the objection raised by the Appellant challenging the timeliness of the Respondent's preliminary submissions. The Respondent also requested the Sole Arbitrator to order the Appellant to submit the Appeal Brief in the appropriate format, and to clarify the core of the dispute, or, alternatively, to declare the appeal inadmissible. Furthermore, the Respondent requested a time limit of 20 days from the receipt of a properly formatted Appeal to file an Answer. On the same day, the CAS acknowledged receipt of the Respondent's comments.
40. On 7 June 2024, the CAS informed the Parties of the Sole Arbitrator's decision to reject the Respondent's requests to amend the Appeal Brief and to clarify the core of the dispute, insofar as the decision of 26 February 2024 had been annexed to the Statement of Appeal and the Appeal Brief's requests for relief are clear and the remedies requested go beyond the technical defeat. Furthermore, the Sole Arbitrator decided to reject the Appellant's request to declare the Respondent's preliminary submission inadmissible for being belated. The Sole Arbitrator considered that the Respondent was granted 40 days from 16 April 2024, *i.e.* until 26 May 2024 to provide its Answer, and, therefore, declared admissible the Respondent's submissions dated 17 May 2024.
41. On 17 June 2024, the Respondent filed its Answer to the Appeal.
42. By letter dated 18 June 2024, the CAS Court Office acknowledged receipt of the Respondent's Answer to the Appeal. The CAS Court Office also invited the Parties to inform by 25 June 2024 whether they prefer a hearing to be held in this matter or for the Sole Arbitrator to issue an award based solely on the Parties' written submissions, as well as whether they request a case management conference to be held.
43. On 25 June 2024, the Appellant acknowledged receipt of the Respondent's Answer dated 17 June 2024 and informed the Sole Arbitrator of its willingness to have a hearing held on this matter, without considering necessary a case management conference.
44. On the same day, the Respondent requested the Sole Arbitrator to hold a case management conference with the Parties and hold an on-site hearing on the case, considering the alleged necessity to guarantee that the Parties' and witnesses' procedural right to be heard in this case be fairly and adequately protected. The CAS

Court Office then acknowledged receipt of the request of both Parties to hold a hearing on the matter.

45. On 16 July 2024, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a hearing in this matter, by videoconference. The CAS Court Office invited the Parties to advise by 19 July 2024 whether they would be available on the dates proposed by the Sole Arbitrator to hold the hearing.
46. On the same day, the Appellant informed the Sole Arbitrator of its availability for a hearing on 30 September 2024, by videoconference.
47. On 19 July 2024, the Respondent informed the Sole Arbitrator of its availability for an online hearing on 30 September 2024, if the CAS could guarantee that the right to be heard of both Parties and the witnesses will be adequately respected. However, the Respondent requested that a second day of the online hearing be scheduled, and that a case management conference be organized.
48. On 22 July 2024, the CAS Court Office acknowledged receipt of the Parties' comments regarding the hearing and transmitted them to the Sole Arbitrator.
49. On 31 July 2024, after considering the Parties' positions, the Sole Arbitrator confirmed that the hearing would be held on 30 September 2024 and considered that a case management conference was not necessary. Furthermore, the Sole Arbitrator invited the Parties to discuss a joint hearing schedule.
50. On 5 August 2024, the Appellant proposed a schedule for the hearing. On 7 August 2024, the Respondent provided its comments on the said schedule, before the Parties sent their additional comments on the matter on 30 August 2024.
51. On 26 August 2024, the Sole Arbitrator communicated to the Parties an Order of Procedure detailing the arbitration proceedings, and the modalities of the hearing, highlighting that the Respondent agreed to the use of videoconferencing as a means of conducting the hearing.
52. On 30 August 2024, the CAS Court Office acknowledged receipt of the Order of Procedure signed by the Parties and informed the Parties that considering their disagreement on the hearing schedule, the Sole Arbitrator would establish it herself. On 2 September 2024, the CAS Court Office acknowledged receipt of Respondent's signed copy of the Order of Procedure.
53. By a letter dated 3 September 2024, the Sole Arbitrator communicated to the Parties a proposal for the hearing schedule, inviting them to file their comments on the matter no later than 9 September 2024, and requesting the Respondent to file witness statements for each of the six witnesses it presented by 16 September 2024.

54. On 9 September 2024, the Respondent reserved the right to question the witnesses presented by the Appellant on key issues in dispute and to raise objections if the procedure limits the witnesses' ability to present their testimony during oral evidence-in-chief.
55. On 10 September 2024, the CAS Court Office acknowledged receipt of the Respondent's letter and commented that the Respondent would not be deprived of its rights since it would be allocated time for re-direct examination. It noted that the Appellant did not comment on the hearing schedule within the prescribed time limit.
56. On 16 September 2024, the Respondent submitted six witnesses' statements for each individual who will be providing evidence during the hearing: Ms. Olga Terefenko, Mr. Andrii Kicha, Ms. Daria Samsonova, Mr. Olexandr Bobkin, Mr. Maksym Urda and Mr. Oleksandr Butkevych.
57. On 27 September 2024, the Appellant submitted to the CAS Court Office a power of attorney authorizing Mr. Illia Skoropashkin to be its representative in the present proceedings. On the same day, the CAS Court Office invited the Respondent to submit an updated power of attorney prior to the hearing.
58. On the same day, the Appellant challenged the Respondent's representative authority, considering that the power of attorney submitted by the Respondent on 28 March 2024 did not authorize Mr. Devor Lazić to represent the interests of the Federation. The Appellant also informed the CAS Court Office of a recent corporate change in the Federation, with the election of Mr. Serhii Mazur as President of the Federation to replace Mr. Georgii Zubko.
59. On 29 September 2024, the Respondent submitted an updated power of attorney dated 27 September 2024, challenging the Appellant's position and requesting the Sole Arbitrator to confine the case to the arguments relevant to the Parties' written submissions. The Respondent also alleged that the election mentioned by the Appellant was unofficial and is currently subject to a criminal investigation by the Ukrainian authorities.
60. On 30 September 2024, a hearing was held by videoconference (the "Hearing"). In addition to the Sole Arbitrator and Mr. Fabien Cagneux, Managing Counsel at the CAS, the following persons virtually attended the hearing:

For the Appellant: Mr. Illia Skoropashkin (counsel), Mr. Nikita Sydorenko (counsel), Mr. Valery Shevchenko (counsel), Mrs. Olga Choban (translator).

For the Respondent: Mr. Davor Lazić (counsel), Mrs. Olga Terefenko (witness), Mr. Andrii Kicha (witness), Mr. Oleksander Bobkin (witness), Mr. Maksym Urda (witness), Mr. Oleksandr Butkevych (witness) and Ms. Hanna Doroshenko Ivanivna (interpreter)

61. During the Hearing, the Sole Arbitrator heard evidence from the following witnesses: Mrs. Olga Terefenko, Mr. Andrii Kicha, Mr. Oleksander Bobkin, Mr. Maksym Urda and Mr. Oleksandr Butkevych. The Parties and the Sole Arbitrator had the opportunity to examine and cross-examine them, with the assistance of a sworn translator.
62. In addition to the witness' examination, the Parties were given full opportunity to present their case, submit their arguments and submissions, and answer the questions raised by the Sole Arbitrator. At the end of the Hearing, the Appellant and the Respondent confirmed that they were satisfied with the procedure throughout the Hearing, and that their right to be heard and their right to a fair trial had been respected during the Hearing.
63. On 1 October 2024, the Appellant informed the CAS Court office that, in its opinion, the Respondent's witnesses committed several violations during the Hearing, accusing them of providing erroneous information during their testimony, and providing evidence of alleged discrepancies between the Ukrainian and English versions for the non-English speaking witnesses. The Appellant therefore requested the CAS to accept this evidence, and to consider it during the case review. Furthermore, the Appellant requested the CAS to provide later additional evidence regarding the power of attorney submitted by the Respondent on 29 September 2024 after the receipt of an answer to a lawyer's request sent to the Federation.
64. On 2 October 2024, the CAS Court Office granted a time limit until 9 October 2024 for the Federation to provide its comments on the Appellant's request.
65. On 9 October 2024, the Respondent challenged the Appellant's submission of additional arguments and evidence, invoking Article R56 of the CAS Code and considering it to be inadmissible as belated. The Respondent also challenged the Appellant's position regarding the power of attorney submitted on 29 September 2024, and the alleged witnesses' violations during the Hearing. On the same day, the Respondent also submitted to the CAS Court Office copies of its witnesses' ID cards.
66. On the same day, the CAS Court Office acknowledged receipt of the Respondent's observations on the matter and informs the Parties that the Sole Arbitrator would provide a decision regarding the status of the Appellant's new submissions. On the next day, the CAS Court office also acknowledged receipt of the Respondent's letter enclosing copies of its witnesses' ID cards.

67. On 14 October 2024, the Appellant communicated an additional letter to the CAS Court Office, informing that, due to the absence of response of the Federation on the lawyer's request sent on 1 October 2024, it withdrawn its objection related to the Respondent's power of attorney. Furthermore, the Appellant challenged the Respondent's objection filed on 9 October 2024.
68. On the next day, the CAS Court office acknowledged receipt of the Appellant's letter, informing the Parties that this letter had not been solicited by the Sole Arbitrator, and would therefore not be admitted into the file. The CAS Court Office also emphasized that the evidentiary proceedings were closed, and that no further submissions would be tolerated.
69. On 16 October 2024, the CAS Court Office communicated to the Parties the Sole Arbitrator's decision concerning the documents submitted by the Appellant on 1 October 2024. The Sole Arbitrator declared admissible the additional evidence and submissions related to the end of the professional relationship between Mrs. Olga Terefenko and Mr. Andrii Kicha. However, the Sole Arbitrator rejected the additional evidence and submissions related to the potential discrepancies between the English and the Ukrainian versions of the witnesses' statements translations submitted by the Respondent and rejected the Appellant's argument relating to the power of attorney submitted by the Respondent due du the absence of any evidence.

IV. SUMMARY OF THE PARTIES' POSITIONS

A. The Appellant's Position and Request for Relief

1. The Appellant's Position

70. In its Appeal Brief, the Appellant challenges the decision of the Disciplinary Committee dated 5 February 2024 and the decision of the Federation Appeals Committee dated 26 February 2024, imposing monetary and disciplinary sanctions on the Club, as well as on two players and on the Head Coach.
71. According to the Appellant, the aforementioned decisions must be annulled insofar as (i) the imposition of a technical defeat in the Match was allegedly the exclusive authority of the Referees, and the latter were therefore not allowed to delegate it to other Federation's body, (ii) they violated the principles of publicity and openness, (iii) they violated the right to an effective remedy, (iv) the case was allegedly considered by the Federation's sports justice authorities in the context of a conflict of interest between one of the Referees and the members of the Appeals Committee in violation of ethical norms and principles of justice, which resulted in an unlawful decision and (v) these violations led to a violation of the Club's right to a fair trial.

i. The awarding of the technical defeat

72. First, the Appellant invokes Rule 73.2 of the Official Rule Book 2023-2024, according to which in the event of a violation such as “refusing to start play”, and when the team is on ice, the decision to determine the result of the match is the exclusive competence of the referee. The Appellant considers that when the Club’s team refused to continue the Match, there can be no doubt that the team was on ice. Consequently, the Appellant objects to the application of Rule 73.3 of the Official Rule Book 2023-2024, which imposes the referee to delegate the power of determining sanctions on the team to the Federation’s authorities.
73. Therefore, according to the Appellant, the Referees should have determined the winner of the Match themselves, rather than delegate this power to the Federation.
74. Second, the Appellant invokes Article 30 of the Federation’s bylaws, according to which the powers of sports justice authorities only provide for the competence to determine the outcome of a hockey match that did not take place.
75. According to the Appellant, insofar as the Match was started, it cannot be considered that the Match was not held. Consequently, the Federation’s sports justice authorities do not have the power to record a technical victory or defeat in the Match.
76. Third, the Appellant invokes Article 11 of Federation Disciplinary Code, providing that in case of violations of the rules of the Match, sanctions shall be applied by the Referee, whose decisions are final and cannot be re-examined, except when the violations are not recorded or misinterpreted by the Referees.
77. The Appellant considers that the violation of refusing to continue the Match was recorded and correctly interpreted by the Referees. Consequently, the Referees had the exclusive authority to determine the outcome of the Match.
78. Fourth, the Appellant criticizes the conclusions of the appealed decisions, insofar as the Referee followed item 73.3 of the Official Rule Book 2023-2024 instead of item 73.2 and waited 2 minutes instead of 5 minutes to stop the Match, erroneously applying the Official Rule Book 2021-2022 due to an error in translation on the Federation’s website.
79. The Appellant therefore justify its appeal to prevent future procedural violations by the Federation’s sports justice authorities, to prevent corruption in its system and to give them a fair assessment.
- ii. The violation of the principles of publicity and openness
80. The Appellant considers that the Club’s lack of information regarding the initiation of proceedings, the receipt of statements from third parties, the time and place of the

hearing and the composition of the authority that would consider the disciplinary case, as well as the lack of opportunity given to the Club to renew those statements and provide objections, led to a violation of the provisions of Article 17 of the Federation's Disciplinary Code.

81. The Appellant also invokes a violation of the principles of publicity and openness provided for in the Ukrainian Constitution and legislation.

iii. The violation of the right to an effective remedy

82. The Appellant considers that the Federation proceedings violate the provisions of Article 15 of the Federation Disciplinary Code declaring the right for the parties to submit statements, provisions, petitions and evidence before a decision is rendered.

83. Therefore, the Appellant alleges that the Federation conducted a secret proceeding in violation of the principles of justice, depriving the Club of its right to effective defense as provided for in the Ukrainian Constitution and in the Convention for the Protection of Human Rights and Fundamental Freedoms.

iv. The violation of ethical norms due to conflicts of interest

84. The Club invokes a violation of Article 49 of the Federation Disciplinary Code, according to which in the event of a conflict of interests, the relevant member of the authority shall be suspended from participation and recused. The Club also invokes a violation of the International Federation of Ice Hockey Code of Ethics and refers to the IBA Guidelines on Conflicts of Interest in International Arbitration, and item 2.5 of the Bangalore Principles of Judicial Conduct.

85. Thus, the Appellant objects to the behavior of the members of the Appealed Committee refusing to recuse themselves, and the decision of the Federation not to recuse them. The Appellant alleges a direct connection between the Referee and the Chairperson and Deputy Chairperson of the Appeals Committee, insofar as the latter are personal attorneys of the Referee and claims that Mr. Kicha holds the position of Vice President of the Federation in addition to his activities as a hockey referee, while Mr. Kicha was sentenced to 5 years of imprisonment in March 2023 for corruption.

86. The Appellant considers that these facts led to violations of the international rules of legal ethics.

v. The violation of the right to a fair trial

87. The Appellant considers that the abovementioned violations of the principle of justice and the international rules of legal ethics led to a violation of the Club's right to a fair trial, thus justifying the annulment of the appealed decisions.

2. The Appellant's Request for Relief

88. In its request for relief, the Appellant requests the Sole Arbitrator to issue an arbitral award:

“- Annuling the decision of the IHFU Disciplinary Committee dated February 05, 2024 and the decision of the IHFU Appeals Committee dated February 26, 2024 and refer the case back to the previous instance – the IHFU Disciplinary Committee for the adoption of a lawful and reasonable decision in accordance with the principles of justice and IHFU regulatory norms,

- Condemning the Ice Hockey Federation of Ukraine to pay all the arbitration costs,

- Condemning the Ice Hockey Federation of Ukraine to pay all the Hockey Club Kyiv Capitals legal costs, plus interest at a rate the Panel deems appropriate from the date of the award until full payment”.

B. The Respondent's Position and Request for Relief

1. The Respondent's Position

89. The Respondent objects to the Appellant's claims, considering (i) the substantive inadmissibility of the Appeal, (ii) the lack of interest and/or legitimacy of the Appellant, (iii) the binding nature of the Federation Rules and their correct application, (iv) the irrelevance of the fair trial objection according to the *de novo* principle, (v) the field of play doctrine, (vi) the absence of any conflict of interest in earlier proceedings, (vii) the respect of the principles of publicity and openness, (viii) the absence of determination of the outcome of the Match by the Referees and (ix) the troublesome widespread effect of CAS decision annulling the technical defeat.

i. The inadmissibility of the Appeal

90. First, the Respondent alleges that the Appeal is inadmissible, insofar as the CAS does not have authority on future issues, according to its case law.

91. Thus, the Respondent highlights that the only intent of the Appellant is to “*prevent future procedural violations*” and “*prevent corruption*”, when the CAS only has the power to review and vary a sanction but not to change predefined rules.

92. Second, the Respondent emphasizes that the Appellant does not identify which points it appeals to nor the exact basis of the Appeal, and thus fails to provide what it is

appealing to, but only acts with the willingness to “*bring the referees to justice*”, when the CAS does not have the legitimacy to decide on the legality or righteousness of legal systems set in place in the Federation.

93. Thus, the Respondent alleges that the Appeal is inadmissible.

ii. The lack of interest and/or legitimacy of the Appellant

94. The Respondent claims that the Appellant lacks direct and personal interest in appealing certain points of the decisions. Namely, the Appellant lacks legal interest in appealing the disciplinary sanctions delivered to the players and to the Head Coach, when the latter did not appeal the decisions on their own, nor they co-signed the Appeal nor authorize the Club to represent them.

95. The Respondent also claims that the Appellant has no actual interest regarding the appeal to the awarding the technical defeat, insofar as the season 2023-2024 of the Ukrainian Men’s Ice Hockey Championship has officially ended. The Respondent emphasizes that the technical defeat did not affect the final position of the Club since it was eliminated from the competition during the playoff phase.

96. The Respondent also alleges that by stating that the main goal of the Appeal is to “*bring the referees to justice*” and to “*prevent future procedural violations*”, the Appellant confirms that it has no direct nor actual interest in the present case, according to the CAS case law.

iii. The binding nature and correct application of the Federation Rules

97. The Respondent also relies on the “chain of references” principle, claiming that the Federation’s rules are an integral part of the contractual relationship between the Club and the Federation. In any case, the Respondent emphasizes that by participating in the championship under the supervision of the Federation, the Club would have tacitly consented to follow its rules.

98. Therefore, the Respondent considers the Club was bound by the Rules, and those Rules served as the legal basis for the disciplinary sanction.

99. The Respondent alleges that the binding nature of the Federation Rules also extends to the CAS, which must apply the Rules as they are, and has no authority to challenge nor change them in a disciplinary appeal.

100. Thus, the Respondent invokes Article 9 of the Federation Disciplinary Code to emphasize that all sanctions imposed on the Appellant and on other participants to the

disciplinary proceedings were applied according to the Federation Rules in force and were appropriate to the behavior of the parties.

101. The Respondent then considers that according to Articles 11.3 and 18.1 of the Federation Disciplinary Code, the disciplinary proceedings against the Club were duly initiated and conducted, and that the fact that the proceeding was not held with summoning the parties is in line with the provisions in force.

iv. The fair trial objection according to the *de novo* principle

102. The Respondent invokes Article R57 of the CAS Code providing the *de novo* principle when hearing a case, and according to which the CAS panel has full power to review the facts, and the law, and any potential violations of procedural rights can be cured by the CAS in appeal proceedings.

103. Therefore, the Respondent considers that the Appellant's fair trial objection is irrelevant due to the *de novo* principle, insofar as all procedural flaws will be cured in the appeal proceedings.

104. The Federation also points out that the main fact of the case is undisputed – the Club abandoned the Match permanently, and the appropriate and expected sanction for a club refusing to continue a match and abandoning the hockey rink is a technical defeat.

105. The Respondent then considers that the decisions on the technical defeat shall be confirmed, as well as the financial sanctions insofar as the latter have never been appealed by the Appellant.

v. The field of play doctrine

106. The Respondent alleges that the Referee's decisions cannot be reviewed by the CAS, in accordance with the field of play doctrine. The Respondent thus asserts that the CAS case law strongly abides this doctrine, and the CAS cannot delve into the refereeing decision since the Panel has no authority to do so, and it shall not review a decision unless bad faith or arbitrariness is clearly visible.

107. In the present matter, the Respondent emphasizes that the refereeing quality was assessed by a formal committee at the request of the Club, considering that the CAS should not further evaluate the said decisions.

vi. The absence of any conflict of interest in earlier proceedings

108. The Respondent considers that no procedural flaw occurred nor was there any conflict of interest or corruption during the proceedings. The Respondent contends that only objectively established circumstances should be considered when deciding on the independence and impartiality of arbitrators, and purely individual impressions of parties to a trial are not decisive.
109. Moreover, the Respondent highlights that Mr. Kicha was not a formal party to the proceedings, and the latter only applied the appropriate sanction for the Club's behavior, so the conflict-of-interest allegation is irrelevant.
110. In any case, the Respondent considers that the Appellant raised the issue for the first time lately, when filing the Appeal to the CAS, alleging this to be a violation of good faith. Therefore, the Respondent considers that not only a conflict of interest does not exist, but such an objection was filed too late and cannot be invoked in this proceeding before CAS.

vii. The respect of the principles of publicity and openness

111. To object to the Club's allegation of a violation of the principles of publicity and openness, the Respondent invokes Article 18 of the Federation Disciplinary Code, which authorizes the Federation's judicial bodies to hear cases and make decisions without the parties being called, unless exceptional circumstances.
112. The Respondent considers that by being delivered the first instance decision, the Appellant had been informed of the entire proceeding, including evidence and facts. The Respondent adds that the right to be heard refers to the right to have factual issues examined and addressed, and not for legal positions taken by the parties to be inspected, according to the *iura novit curia* principle. In the present matter, the Respondent considers that all relevant issues from the Appeal were examined by the Appeals Committee and the first instance decision was confirmed, in accordance with the due process provisions.

viii. The absence of determination of the outcome of the Match by the Referees

113. The Respondent objects to the Appellant's claim that the Federation would have unlawfully determined the outcome of the Match, and that such decision would not fall under the powers of sports justice authorities.
114. The Respondent thus considers that the sole responsibility for the end of the match lies on the Appellant when leaving the hockey rink, and that a technical defeat sanction does not represent an unlawful "determining of outcome" but a logical sanction to one team refusing to further participate in a game.

ix. The troublesome widespread effect of CAS decision annulling the technical defeat

115. Finally, the Respondent emphasizes that a potential CAS decision annulling the appealed decisions would justify and legalize the abandonment of matches as a means of remedy against field of play decisions and would represent a precedent allowing clubs to abandon games if they are not in their favor.

2. The Respondent's Request for Relief

116. In its request for relief, the Respondent requests CAS to decide the following:

- “- *dismiss the Appeal and accordingly confirm the lower instance decisions; and*
- *order the Appellant to pay the following costs to the Respondent:*
 - *legal costs,*
 - *all courier fees, translation fees, travel and accommodation costs, at the end of proceedings before CAS (if applicable).”*

V. JURISDICTION

117. Article R47 of the CAS Code states that:

“An appeal may be filed with CAS against an award rendered by CAS acting as a first instance tribunal if such appeal has been expressly provided by the rules of the federation or sports-body concerned.”

118. Article 29.7 of the Federation statutes provides as follow:

“The Appeal Committee is authorized to consider appeals against the decisions of the Disciplinary Committee according to the Disciplinary Rules of the Federation in force at that time, and its decisions shall be final. The decision of the Appeal Committee may only be appealed to the Court of Arbitration for Sport in Lausanne (Switzerland).”

119. The Sole Arbitrator notes that the CAS jurisdiction is not challenged by the Parties and was confirmed by the signature of the Order of Procedure dated 30 August 2024.

120. Therefore, the Sole Arbitrator is satisfied that the jurisdiction of the CAS is established.

VI. ADMISSIBILITY

1. Formal Admissibility

121. Article R49 of the CAS Code provides as follows:

“In the absence of a time limit set in the statutes or regulations of the federation, association, or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be 21 days from the receipt of the disputed decision appealed against [...].”

122. The Appealed decision was issued by the Appeals Committee of the Federation on 26 February 2024 and communicated to the Appellant on 28 February 2024.

123. The Appellant filed its Statement of Appeal on 18 March 2024, *i.e.* within the 21-day time limit provided for in the CAS Code.

124. The Sole Arbitrator is therefore satisfied that the Appeal was timely filed within the time limit specified in the CAS Code and is thus admissible on this ground.

2. Material Admissibility

125. The Sole Arbitrator notes that in its written submission and during the Hearing, the Respondent challenged the admissibility of the Appeal. In support of this position, the Respondent objected to (i) the basis of the Appeal, and (ii) the Appellant’s legal interest in the present proceedings. The Sole Arbitrator also notes that the Appellant did not comment on this issue in its written submissions, neither during the Hearing.

i. The basis of the Appeal

126. Regarding the basis of the Appeal, the Sole Arbitrator observes that the abovementioned Appeal Brief’s Request for Relief refers to specific decisions, *i.e.* “*the decision of the IHFU Disciplinary Committee dated February 05, 2024 and the decision of the IHFU Appeals Committee dated February 26, 2024*”, whose annulment is explicitly requested by the Appellant and constitutes the purpose of the present arbitration proceedings.

127. The Sole Arbitrator considers that by raising this objection, the Respondent only focuses on some specific arguments submitted by the Appellant in its submissions, without properly referring to the Appellant’s Request for Relief or the purpose of the Appeal.

128. Therefore, the Sole Arbitrator is satisfied that the Appellant has effectively submitted claims in the present proceedings, seeking the annulment of specific decisions, and in support of which it correctly put forward arguments for the Sole Arbitrator to examine.
129. Consequently, the Sole Arbitrator decides that the present Appeal is well-founded and rejects the Respondent's request for inadmissibility on this ground.

ii. The Appellant's legal interest

130. Regarding the Appellant's legal interest, the Respondent considers that the Appellant lacks actual, direct and personal interest to appeal the decisions.
131. According to a general and well-established principle of procedural law, a party has standing to sue if it has an interest worthy of protection. This is deemed to be the case if the appellant is factually and directly affected by the appealed decision in a fashion that can be eliminated by its annulment.
132. According to CAS case law, "*an appellant has to demonstrate that he or she is sufficiently affected by the appealed decision and has a tangible interest, of financial or sporting nature, at stake*" (CAS 2013/A/3140).
133. The Sole Arbitrator notes that several CAS cases considered that the appellant lacked sufficient actual interest to confirm standing for appeal in cases in which clubs or players were in some manner excluded from a tournament or championship that had already occurred (see, e.g., CAS 2014/A/3855; CAS 2015/A/4151). However, the Sole Arbitrator emphasizes that these decisions concern cases in which the appellant was only seeking its admission to a competition that had already occurred.
134. In the present proceedings, the Appellant seeks the annulment of the decisions rendered by the Disciplinary Committee and Appeals Committee, which imposed disciplinary and financial sanctions on the Club, on players and on the Head Coach, and particularly a technical defeat for the Match. Therefore, the Sole Arbitrator concludes that these cases are largely distinguishable from the present one, and that the Appellant has effectively a tangible interest, of financial or sportive nature in the present proceedings.
135. The Sole Arbitrator also notes that the Respondent challenges the Appellant's legal interest considering the objectives pursued by the latter. Nonetheless, and as already stated above, the Sole Arbitrator emphasizes that regardless of the objectives mentioned in its submissions, the Appellant has effectively submitted claims that must be considered and examined in the present Award.
136. Therefore, the Sole Arbitrator concludes that the Appellant has a legal interest in appealing the decisions and rejects the Respondent's request for inadmissibility on this ground. Consequently, the Sole Arbitrator is satisfied that the Appeal is admissible.

VII. APPLICABLE LAW

137. Pursuant to Article R58 of the CAS Code:

“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to 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 Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”

138. The Appellant considers that in the present case, the following sport regulation and legislation shall apply:

- Convention for the Protection of Human Right and Fundamental Freedoms,
- International Ice Hockey Federation Statutes and bylaws,
- Federation Statute
- Federation Disciplinary Code,
- International Ice Hockey Federation Rule Book 2023/2024
- International Ice Hockey Federation Ethics Regulations,
- CAS case law

139. The Respondent considers that the following rules and regulations are applicable:

- Federation Statute
- Federation Disciplinary Code
- International Ice Hockey Federation Official Rule Book
- International Ice Hockey Federation Ethics Regulations
- Subsidiary, the Swiss Law.

140. The Sole Arbitrator therefore considers that the relevant International Ice Hockey Federation and the Federation rules and regulation apply primarily, and subsidiarily and due to the location of the arbitration, Swiss law and case law shall apply, including the European Convention on Human Rights.

VIII. THE MERITS

141. According to Article R57 CAS Code, “[t]he Panel has full power to review the facts and the law. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance” (emphasis added).

142. The Sole Arbitrator will thus conduct a *de novo* review of the present dispute within the scope set out below of the Appeal.
143. Before developing the merits of the case, the Sole Arbitrator emphasizes that during the Hearing, the Parties commented on the updated power of attorney submitted by the Respondent on 29 September 2024.
144. In this respect, in their written submissions and during the Hearing, the Parties discussed the capacity of Mr. Georgii Zubko, and mentioned the existence of a congress that would have been held on 22 September 2024, and during which the President would have been replaced by Mr. Serhii Mazur.
145. However, the Sole Arbitrator underlines that these assertions are not based on any evidence submitted by the Parties during the arbitration proceedings, and no tangible evidence had been presented before or during the Hearing in support of these allegations. In addition, the Sole Arbitrator notes that the Appeal filed by the Appellant does not cover the question of the leadership of the Federation.
146. Therefore, the Sole Arbitrator is satisfied, based on the language of the power of attorney and no allegation having been made as to its authenticity, that the power of attorney presented by the Respondent is appropriate and duly authorized Mr. Davor Lazić to represent the Federation.

1. The binding nature of the Federation Rules

147. The Sole Arbitrator notes that in its submissions, the Respondent develops the question of the binding nature of the Federation Rules, especially seeking the application of the Federation Disciplinary Code and the International Ice Hockey Federation Rule Book 2023/2024. The Sole Arbitrator emphasizes that this matter is in fact non-controversial, insofar as the Appellant does not object to this point, but also seeks the application of the same rules.
148. Therefore, the Sole Arbitrator concludes that it is appropriate to apply the rules to which the Club has subscribed, i.e. the above-mentioned rules in Section VII.

2. The application of the Federation Rules

149. The Sole Arbitrator notes that the Appellant considers that the Disciplinary Committee and the Appeals Committee incorrectly applied Rule 73.3 of the Official Rule Book 2023/2024 instead of Rule 73.2, since Rule 73.2 mandates that the referee should independently determine the outcome of the match.
150. Rule 73.1 of the Official Rule Book 2023/2024 provides:

“73.1. REFUSING TO START PLAY

This rule applies to Teams who refuse to play while both Teams are on the ice or who withdraws from the ice and refuses to play or who refuses to come onto the ice at the start of the game or at the beginning of any period of the game, when ordered to do so by the Officials.”

151. Rule 73.2 of the Official Rule Book 2023/2024 provides:

“73.2. PROCEDURE – TEAM ON ICE

If, when both Teams are on the ice, one Team for any reason shall refuse to play when ordered to do so by the Referee, they shall warn the Captain and allow the Team so refusing fifteen (15) seconds within which to begin the play or resume play. If at the end of that time, the Team shall still refuse to play, the Referee shall impose a Bench Minor Penalty for “Delay of Game” on a Player of the offending Team to be designated by the Coach of that Team through the playing Captain. Should there be a repetition of the same incident, the offending Coach shall be removed from the Players’ Bench and assessed a Game Misconduct Penalty by the Referee and a Bench Minor Penalty shall be assessed to the offending Team for “Delay of Game”. Should the offending Team still refuse to play, the Referee shall have no alternative but to declare that the game be forfeited to the non-offending Team and the case shall be reported to the Proper Authorities for further action

[...]

Note: From the time a team enters the ice or player’s benches before a period is started until the period is over, this rule applies. Even if all player in a team leaves the ice surface for the player’s benches, the team is considered to be on the ice”
(emphasis added).

152. Rule 73.3 of the Official Rule Book 2023/2024 provides:

“73.3. PROCEDURE – TEAM OFF ICE If a Team, when ordered to do so by the Referee through its Coach, fails to go on the ice and start play within five (5) minutes, the game shall be forfeited, and the case shall be reported to the Proper Authorities for further action.”

153. Regarding the forfeit of the game, Rule 66.1 of the Official Rule Book 2023/2024 provides:

“Should the offending Team persist in its refusal to come into compliance, the Referee shall, with the prior approval of the IIHF or their designee, declare the game forfeited and the non-offending Team the winner [...]

If the game was in progress at the time, it is declared forfeited, the score shall be recorded as zero for the loser and 1, or such greater number of goals that had been scored by it, for the winner [...]

The Proper Authorities may, at their discretion, investigate any forfeited game and revise the Referee's decision on the forfeiture and the score. In addition, the Proper Authorities may assess additional Disciplinary Measures on any Team or Team member in connection to the forfeited game” (emphasis added).

154. In light of the above, the Sole Arbitrator emphasizes that when the Club left the hockey rink and refused to continue the Match, the latter had already started, and the game period was not over.
155. The Sole Arbitrator also notes that during the Hearing, the video recording of the Match was presented. This video demonstrates that the Referee granted a 5-minute period to the players of the Club to return to the hockey rink, which they failed to do so.
156. Therefore, in light of the above-recalled facts and considering the abovementioned rules, the Referees should have considered the team to be on ice when the players left the ice surface and refused to continue the Match. Consequently, the Referees should have applied Rule 73.2 of the Official Rule Book 2023/2024 and declared the game forfeited.
157. The Sole Arbitrator concludes that the Referees misapplied the Official Rule Book 2023/2024, and applied Rule 73.3 instead of Rule 73.2. This implies that the Referees should have declared the Match forfeited, and reported the case to the proper authorities, i.e. the Disciplinary Committee and the Appeals Committee.
158. In that respect, the field of play doctrine invoked by the Respondent does not prevent the Sole Arbitrator to conclude that the Referees applied an improper rule, insofar as the decisions rendered by the Disciplinary Committee and the Appeals Committee are based on violations committed during the Match.
159. However, the Sole Arbitrator considers that this misapplication of the Official Rule Book 2023/2024 did not impact on the right for the Disciplinary Committee and the Appeals Committee to examine the case, and to investigate the assessment of additional disciplinary measures, in accordance with the following developments.

3. The imposition of the disciplinary and financial sanctions

160. The Appellant objects to the decisions rendered by the Disciplinary Committee and the Appeals Committee, considering that the Federation's sports justice authorities did not have the power to record a technical victory nor a technical defeat to the Match.

161. As it has already been observed, the Sole Arbitrator hereinafter refers to Rule 66 of the Official Rule Book 2023/2024 which provides, in the event of a forfeited game, that:

“The Proper Authorities may, at their discretion, investigate any forfeited game and revise the Referee’s decision on the forfeiture and the score. In addition, the Proper Authorities may assess additional Disciplinary Measures on any Team or Team member in connection to the forfeited game.”

162. Article 9 of the Disciplinary Code provides certain disciplinary measures, as follows:

“1. The following sanctions may be applied to hockey entities: [...]

1.6 A mandatory monetary contribution from 0.2 to 50 minimum salaries payable within 7 (seven) calendar days, unless another term for payment is determined by the IHFU Sports Justice Authority. For non-payment of the mandatory fee within the specified period, individuals are subject to sanctions [...]

1.8 Awarding a technical defeat if a team fails to appear for a match, allows the participation of an unregistered player in the match, is guilty of premature termination of the match, or commits a violation of the requirements of regulatory documents for Annex 19 10 which such a sanction is provided. Awarding a team a technical defeat results in the automatic awarding of a technical victory to the opponent. In the event of applying a technical defeat to a team that has lost a match, the result of the match remains unchanged with both teams receiving all statistical indicators.”

163. It follows from these provisions that the Federation’s sports justice authorities are entitled to impose specific sanctions on clubs, teams or players in the event of a breach of the rules in force. These sanctions are precisely defined in the Disciplinary Code and vary in accordance with the type of infringement that is committed under the applicable rules.

164. This means that the analysis of the conformity of the sanctions awarded by the Disciplinary Committee and the Appeals Committee by the Sole Arbitrator involves verifying that a breach of the applicable rules has been committed and that the sanction imposed corresponds to that specifically provided for that type of violation. In certain circumstances, and in conformity with the CAS case law, such analysis also implies verifying that the sports bodies concerned have not exceeded their margin of discretion by imposing a sanction that would be disproportionate (CAS 2019/A/6278).

165. In the present case, as explained above, the Club’s players deliberately left the hockey rink after the start of the Match and then refused to return to the rink, thus preventing the Match from continuing. In these circumstances, it appears that the Club’s players

were responsible for the early termination of the Match, which is sanctioned under the Disciplinary Code by a so-called “technical defeat”.

166. Here, as set forth above, on the basis of that breach, the Disciplinary Committee and the Appeals Committee were fully empowered to impose financial and disciplinary penalties on the Club and its players in accordance with the Disciplinary Code in these circumstances. Regarding the argument that the sanctions would be disproportionate, the Sole Arbitrator notes that it has not been raised by the Appellant. In any event, the Sole Arbitrator did not see any basis for challenging the adequacy of the sanction to the breach.
167. In light of these elements, the Sole Arbitrator concludes that the Disciplinary Committee and the Appeals Committee had the authority to impose disciplinary and financial sanctions to the Club and its players, as well as to impose a technical defeat to the Club, considering that the Match had to be forfeited.
168. Therefore, the decisions rendered by the Disciplinary Committee and by the Appeals Committee duly applied the relevant rules and imposed the appropriate sanctions (sporting and financial) regarding the situation of the case at stake. The Sole Arbitrator consequently concludes that the said authorities did not exceed their powers, and that their decisions must be confirmed.

4. On the conduct of proceedings before the Disciplinary Committee and the Appeals Committee

169. The Appellant argues that the proceedings before the Disciplinary Committee and the Appeals Committee were affected by several procedural flaws, regarding the principles of publicity and openness, the right to an effective remedy, the right to a fair trial and the existence of conflicts of interest.
170. The Sole Arbitrator notes that during the Hearing, the Respondent presented five witnesses, Mrs. Olga Terefenko, Mr. Andrii Kicha, Mr. Oleksander Bobkin, Mr. Maksym Urda and Mr. Oleksandr Butkevych, whom the Parties had the opportunity to examine and to cross-examine to enlighten the Sole Arbitrator on these issues.
171. The Sole Arbitrator acknowledges the position of the Appellant regarding a potential existence of corporate interests between members of the Federation justice authorities and the one of the Referees, Mr. Andrii Kicha, and the Appellant’s objections regarding the conduct of the proceedings.
172. However, the Sole Arbitrator emphasizes that according to the constant jurisprudence of the CAS, the *de novo* power of review granted to CAS Panels allows, in principle, violations of procedural rights in first instance to be “cured” by CAS in appeal

proceedings and need no longer be addressed before CAS (CAS 2019/A/6483, CAS 2022/A/9078).

173. Although these elements must be considered as sufficient to reject the Appellant's position on this point, the Sole Arbitrator points out that Article 15 of the Disciplinary Code, concerning the proceedings before the Federation Sports Justice Authorities provides:

“The parties may file applications, motions, explanations, present evidence and familiarize themselves with the case file before the decision is made”

174. Article 18.1 of the Disciplinary Code adds:

“IHFU Sport Justice Authorities shall hear cases and make decisions without the parties being called. In exceptional circumstances, the chairperson may decide that a case is suitable for a hearing with the direct participation of the parties. The Chairperson of the IHFU Sports Justice Authority shall decide on the procedure for hearing the case with the participation of the parties.”

175. The Sole Arbitrator thus concludes that the Disciplinary Committee and the Appeals Committee acted correctly during the proceedings and were entitled to hear the case and render the appealed decisions without the Appellant being called. In addition, the Sole Arbitrator notes that by agreeing to the Federation Rules, the Club was necessarily aware of the potential disciplinary and financial measures that could be adopted by the Disciplinary Committee after the forfeited Match according to the abovementioned Rule 66 of the Official Rule Book 2023/2024. Moreover, the appealed decisions were based on the expert opinion rendered by the RQAC after the appeal filed by the Appellant before this authority after the Match.
176. In any case, by filing an appeal against the decision rendered by the Disciplinary Committee, the Club was necessarily aware of the existence of proceedings pending before the Appeals Committee.
177. In addition, the Sole Arbitrator notes that the Appellant benefited from adequate procedural and institutional guarantees and used the different levels of jurisdiction at its disposal to object to the imposing of disciplinary and financial sanctions, while these authorities were entitled to impose them.
178. Furthermore, the Sole Arbitrator highlights that the Parties confirmed during the Hearing that all the procedural guarantees were duly respected during the proceedings before the CAS, and none of the Parties raised objections on the matter.

179. The Sole Arbitrator thus concludes that the *de novo* appeal before the CAS cured the potential procedural flaws regarding the appealed decisions and such ground to annul the appealed decisions shall be dismissed.

IX. COSTS

(...).

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 18 March 2024 by the Hockey Club Kyiv Capitals against the decision of the Appeals Committee of the Ice Hockey Federation of Ukraine dated 26 February 2024 is admissible.
2. The appeal filed on 18 March 2024 by the Hockey Club Kyiv Capitals against the decision of the Appeals Committee of the Ice Hockey Federation of Ukraine dated 26 February 2024 is dismissed.
3. The decision of the Appeals Committee of the Ice Hockey Federation of Ukraine dated 26 February 2024 is confirmed.
4. (...).
5. (...).
6. Any other prayers or motions for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 20 February 2025

THE COURT OF ARBITRATION FOR SPORT

Carine Dupeyron
Sole Arbitrator