

CAS 2021/A/8085 FK Bunyodkor v. Jovlon Ibrokhimov & the Uzbekistan Football Association

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. Espen Auberg, Attorney-at-Law, Oslo, Norway

in the arbitration between

Bunyodkor FK, Uzbekistan

Represented by Mr. Ulugbek Mirzaev, General Director, Bunyodkor FK, Tashkent, Uzbekistan

- Appellant -

and

Mr. Jovlon Ibrokhimov, Uzbekistan

Represented by Mr. Roy Vermeer, Attorney-at-Law at the Fédération Internationale des Associations de Footballeurs Professionnels (FIFPRO), Hoofddorp, Netherlands, and Mr. Davron Shaymardanov, Secretary General, the Union of Football Players of Uzbekistan, Tashkent, Uzbekistan

- First Respondent -

&

The Uzbekistan Football Association, Uzbekistan

Represented by Ms. Angelina Liverko and Mr. Akmal Khusanbaev, Attorneys-at-Law at Themis Legal LLC, Tashkent, Uzbekistan

- Second Respondent -

I. PARTIES

1. Bunyodkor FK (the “Club” or the “Appellant”) is a professional football club from Tashkent, Uzbekistan. Bunyodkor FK is a member of the Uzbekistan Football Association (“UFA”), which in turn is affiliated with the Fédération Internationale de Football Association (“FIFA”).
2. Mr. Jovlon Ibrokhimov (the “Player” or the “First Respondent”) is a Uzbekistani professional football player previously employed by the Club.
3. The UFA (the “Second Respondent”) is a nationwide governing football body in Uzbekistan, and is a FIFA member.
4. The Appellant and the Respondents are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

5. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties,¹ the hearing and the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a summary of the dispute. Additional facts may be set out, where relevant, in connection with the legal analysis.

A. Background Facts

6. The Club and the Player signed an employment contract (the “Contract”) on 4 January 2018, when the Player was employed as a professional football player by the Club. According to Article 14 of the Contract, the Contract was valid from 4 January 2018 until 1 December 2018.
7. The Contract is drafted in two languages, Russian and English. The English version of Article 6 paragraph 2 of the Contract reads as follows:

*“ARTICLE 6. The Salary, compensations and other indemnifications (...)
6.2. In signing of this contract FOOTBALL PLAYER paid reparation in the amount of 200 000 000 (two hundred million) sum, less the amounts to be withheld in accordance with the laws of the Republic of Uzbekistan.”*

8. Article 9 paragraph 1 of the Contract reads:

¹ Several of the documents submitted by the Parties and referred to in this Award contain various misspellings: for sake of procedural economy, they are not all identified with a “[sic]”.

“In case of occurrence between the dispute parties, It is subject to settlement by direct negotiations. If dispute between the parties is not settled, it is subject to the permission in Uzbekistan Football Federation”.

9. Article 9 paragraph 4 of the Contract reads:

“9.4. In all the rest, not provided present contract, the parties are guided by corresponding positions of current legislation Republic of Uzbekistan, and also CLUB documents, Uzbekistan Football Federation”.

10. It is undisputed that the amount stipulated in Article 6 paragraph 2 of the Contract has not been paid to the Player.

11. On 13 September 2019, the Player, represented by the Union of Football Players of Uzbekistan (the “UFPU”), requested the Club to pay the amount stipulated in the Contract, and informed that if the Club did not pay, the UFPU would appeal the case to an appropriate body.

B. Proceedings before the UFA Decision Making Bodies

12. On 3 December 2020, the UFPU submitted a claim on behalf of the Player to the UFA Committee on Status and Transfer of Football Players (the “UFA Committee”), stating, inter alia, that the Player had not been paid fees in full according to clauses of the Contract, and asked the committee to clarify and give practical assistance on settlement of the dispute.

13. After hearing the Club and the Player, and after holding a meeting on 23 January 2021, the UFA Committee issued a decision which stated as follows:

“1. Ensure payment of debts Football Club “Bunyodkor” against football player J.Ibrokhimov on incentive fee in amount of 200 000 000 (two hundred million) soum, stated in the clause 6.2 of labor contract, signed on January 4, 2018 between them until March 1, 2021.

2. If this debt will not be paid within the specified period, football club “Bunyodkor” will be applied disciplinary penalty.

3. Copy of minutes of this meeting must be sent to J.Ibrokhimov, Football Club “Bunyodkor”, Union of Football players of Uzbekistan and Professional Football League of Uzbekistan.

4. Party who does not agree with this decision may appeal it within 30 days to the UFA Appeal Committee.”

14. On 22 February 2021, the Club appealed the UFA Committee’s decision to the UFA Appeals Committee.
15. On 25 May 2021, the UFA Appeals Committee communicated its award (the “Appealed Decision”), dismissing the Club’s claim. The award reads, inter alia:

“Appeals Committee rejected the appeal on the following grounds:

(...)

Although Union of Football players of Uzbekistan sent letter No. 35 to Football Club “Bunyodkor” on September 13, 2019 where requested to pay the debt to football player J. Ibrokhimov, the power of attorney of football player J. Ibrokhimov was not attached to the letter and due to that football club “Bunyodkor” did not considered this letter.

Article 15 of the Law of the Republic of Uzbekistan "On Public Associations in the Republic of Uzbekistan" stipulates that "it acts in state and public bodies on behalf of its members (participants) and protects their legitimate interests."

Besides, in accordance with Article 29 of the Law of the Republic of Uzbekistan "On Appeals of Individuals and Legal Entities", in case of non-considering appeal submitted by representatives of individuals and legal entities, due to absence of documents confirming their authority, it is stipulated that applicant shall be duly notified about non consideration of the application due to absence of documents, confirming the authority of the representative of individuals and legal entities.

Football Club “Bunyodkor” has not sent a reply letter to Uzbekistan Football Association stating that the appeal will not be considered due to the lack of a power of attorney. This leads to the conclusion that Football Club “Bunyodkor” did not react to the dispute and intentionally did not take measures to resolve it.

Therefore, Committee on status and transfer of football players gave his legal assessment to the obligation to ensure payment of the debt on incentive fee in amount of 200 000 000 (two hundred million) soum, specified in clause 6.2 of labor contract signed between Football Club “Bunyodkor” and football player Ibrokhimov Jovlon Abdulkhaevich dated January 4, 2018.”

16. On this background, the UFA Appeals Committee decided:

“1. Appeal, registered on February 22, 2021 under No. 01/101 of Football Club “Bunyodkor” on annulment of decision of the Committee on status and transfer of football players approved with minutes of meeting No. 01-05 dated January 23, 2021 is to be refused to satisfy.

2. Decision of meeting No. 01-05 of the Committee on status and transfer of football players of Uzbekistan Football Association dated January 23, 2021 is to be left without changes.”

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

17. On 14 June 2021, the Club filed a Statement of Appeal with CAS, pursuant to Article R47 of the Code of Sports-related Arbitration (2020 edition) (the “Code”), against the Appealed Decision. In its Statement of Appeal, the Appellant requested that the dispute should be referred to a sole arbitrator, with which both Respondents subsequently agreed.
18. On 18 June 2020, the Club submitted a letter where it informed the CAS Court Office that the Statement of Appeal should serve as its Appeal Brief, pursuant to Article R51 of the Code.
19. On 28 June 2021, the CAS Court Office informed the Parties pursuant to Article R55 of the Code that a deadline of 20 days was set for the Respondents to submit their Answers.
20. On the same day, i.e. 28 June 2021, the Appellant filed an Appeal Brief on the CAS E-filing Platform.
21. On 29 June 2021, the Appellant submitted a letter where it explained that although it had previously designated its Statement of Appeal to serve as its Appeal Brief, it subsequently decided to nonetheless file an Appeal Brief.
22. On 30 June 2021, the CAS Court Office informed the Parties that the Appeal Brief apparently had been submitted after the deadline as regulated in Article R51 of the Code and requested the Appellant to provide clarification of the Appeal Brief deadline within 2 July 2021.
23. On 2 July 2021, the Appellant submitted a letter requesting that the final Appeal Brief be admitted to the file.

24. On 5 July 2021, the CAS Court Office inter alia invited the Respondents to indicate by 7 July 2021 whether they would agree that the Appellant's Final Appeal Brief be admitted to the file and considered to be the Appellant's Appeal Brief.
25. By letter submitted on 6 July 2021, the Player objected to the admission of the Appellant's Final Appeal Brief.
26. On 7 July 2021, the UFA inter alia asked CAS not to allow the new Appeal Brief submitted by the Appellant.
27. On 13 July 2021, the CAS Court Office informed the Parties that the Deputy President of the CAS Appeals Arbitration Division had decided that the admissibility issue pertaining to the Appeal Brief would be referred to the Sole Arbitrator, once constituted, to decide.
28. On 24 August 2021, the CAS Court Office informed the Parties that the Appellant had paid its share of the advance of costs, and thus reset the deadline for both Respondents to file their respective Answers, as both Respondents had requested that the time limit to file their Answer be fixed after the Appellant had paid the advance of costs, in accordance with Article R55 paragraph 3 of the Code. In the same letter, the CAS Court Office informed the Parties that pursuant to Article R54 of the Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the Arbitral Tribunal appointed to decide the present case was constituted as follows:

Sole Arbitrator: Mr Espen Auberg, Attorney-at-Law in Oslo, Norway

29. On 26 August 2021, the CAS Court Office informed the Parties of the Sole Arbitrator's decision that the Appellant's "Final" Appeal Brief filed on 28 June 2021 was deemed not admissible and therefore the Appellant's Statement of Appeal dated 14 June 2021, which was initially designated to serve as the Appeal Brief on 18 June 2021 further to Article R51 of the Code, was considered the Appeal Brief. In the same letter, the Parties were informed that the reasons for the Sole Arbitrator's decision would be provided in the final Award in this matter.
30. On 22 September 2021, after having been granted an extension, the Player filed an Answer in accordance with Article R55 of the Code.
31. Also on 22 September 2021, after having been granted an extension, the UFA filed an Answer in accordance with Article R55 of the Code.
32. By letter 24 September 2021, the Parties were requested to inform the CAS Court Office whether they preferred that a hearing be held or if the matter should be decided on the written submissions.

33. On 28 September 2021, both Respondents informed the CAS Court Office that they preferred that the matter be decided on the written submissions.
34. On 29 September 2021, the Appellant indicated that its preference was that a hearing be held via video-conference.
35. On 13 October 2021, the CAS Court Office informed the Parties that, pursuant to Articles R44.2 and R57 of the Code, after having taken into consideration the Parties' respective positions in this regard as well as the circumstances of this proceeding, the Sole Arbitrator had decided to hold a hearing by video-conference.
36. On 1 November 2021, following consultation with the Parties, on behalf of the Sole Arbitrator, the CAS Court Office confirmed that a hearing would be held on 15 December 2021 by video-conference.
37. On 15 November 2021, the Appellant submitted its list of hearing participants. The list contained the names of six persons: the Appellant, four witnesses and one interpreter.
38. On 19 November 2021, both Respondents submitted their lists of hearing participants. In its submission, the First Respondent objected to the witnesses listed by the Appellant as the witnesses were not identified in the Appeal Brief pursuant to Article R51 of the Code. In a letter sent to the Parties the same day, the CAS Court Office requested the Appellant and the Second Respondent to provide any comments they had in this regard by 24 November 2021.
39. By letter 24 November 2021, the Appellant commented on the First Respondent's objection to the witnesses listed by the Appellant, stating that the four persons listed as witnesses are employees of the Appellant and directly involved in the previous hearings before the UFA decision making bodies. In the same letter, the Appellant objected to the First Respondent's listing of Mr. Roy Vermeer as Player Representative as he had not taken part in previous hearings. The Appellant also objected to the Second Respondent's listing of Mr. Akmal Khusanbaev, as he is the official lawyer of Football Club Pakhtakor, which is a direct competitor of the Appellant in the Uzbekistan Super League.
40. On 26 November 2021, the First Respondent replied to the Appellant's objection, stating that Mr. Roy Vermeer would act as a legal representative of the First Respondent, along with the UFPU, which he is entitled to.
41. On 30 November 2021, the Second Respondent replied to the Appellant's objection, stating that it is represented by the law firm Themis Legal LLC, where Mr. Akmal Khusanbaev is a legal counsel. Mr. Khusanbaev provides legal assistance for Football

Club Pakhtakor as well as for other clients. The Second Respondent argued that there is no conflict of interest, as Football Club Pakhtakor is not involved in this dispute.

42. On 1 December 2021, the CAS Court Office informed the Parties of the Sole Arbitrator's decision that the witnesses identified by the Appellant that were not listed in the Statement of Appeal/Appeal Brief would not be permitted to be heard as witnesses during the hearing, pursuant to the Articles R51 paragraph 2 and R56 of the Code. However, the Sole Arbitrator permitted two of the listed witnesses, who worked as in-house counsel for the Appellant, to attend the hearing as legal representatives. In the same letter, the Parties were informed that with respect to the Appellant's objections to certain individuals on the Respondents' respective Lists of Participants, namely Messrs. Roy Vermeer and Akmal Khusanbaev, the Sole Arbitrator would allow them to attend the hearing as legal representatives. Further, the Parties were informed that with regards to the Appellant's objection to the Second Respondent's listing of Mr. Akmal Khusanbaev as its legal representative, the Sole Arbitrator considered that no conflict of interest had been established.
43. Also on 1 December 2021, the Appellant requested that all four employees of the Appellant, listed on its list of participants as witnesses, should be allowed to participate in the hearing as representatives. In the same letter, the Appellant again objected to the participation of Mr. Roy Vermeer as the Player's counsel.
44. On 2 December 2021, the CAS Court Office invited the Respondents to provide by 7 December 2021 any comments they may have on the Appellant's 1 December 2021 letter.
45. On 2 December 2021, the CAS Court Office issued an Order of Procedure, which was duly signed and returned by the Club on 4 December 2021, by the Player on 4 December 2021 and by the UAF on 2 December 2021.
46. On 5 December 2021, the Appellant objected to the participation of Ms. Angelina Liverko, who was listed on the Second Respondent's List of Participants, as she, according to the Appellant's information, was an official lawyer of the Football Club Pakhtakor (Tashkent) and an employee of the press service of the Football Club Navbahor (Namangan). Both clubs participate in the same league as the Appellant and are competitors of the Appellant in the Superleague of Uzbekistan. The Appellant stated that as a consequence that there was a conflict of interest as according to Club Licensing and international football standards, the same person at the same time cannot work in two or more clubs playing in the same league.
47. On 7 December 2021, the CAS Court Office invited the Respondents to provide by 9 December 2021 any comments they may have on the Appellant's 1 December 2021 letter.

48. On 8 December 2021, after consultation with the Parties, the CAS Court Office sent the Parties a draft hearing schedule, proposed by the Sole Arbitrator.
49. On 10 December 2021, the Second Respondent submitted a letter with regards to the Appellant's objection to the participation of Ms. Angelina Liverko, where the Second Respondent claimed that Ms. Liverko did not work in the press service of Navbahor football club and that there was no conflict of interest.
50. On 13 December 2021, the CAS Court Office informed the Parties of the Sole Arbitrator's decision that Ms. Livenko may participate as the Second Respondent's counsel at the hearing and that Messrs. Isroilov Shomurodjon and Kosimov Tolibjon may participate at the hearing as the Appellant's representatives, but not as witnesses.
51. On 14 December 2021, after consulting the Parties, the proposed tentative hearing schedule was confirmed.
52. On 15 December 2021, a hearing was held by video-conference. In addition to the Sole Arbitrator and CAS Counsel Ms. Kendra Magraw, the following persons attended the hearing:

For the Appellant:

Mr. Ulugbek Mirzaev, Representative
Mr. Shomurodjon Isroilov, Participant
Mr. Rustam Khasanov, Participant
Mr. Tolibjon Kosimov, Participant
Ms. Dilafuz Abdulakimova, Participant
Mr. Artur Valiyev, Interpreter

For the First Respondent:

Mr. Roy Vermeer, Representative
Mr. Jovon Ibrokhimov, First Respondent
Mr. Davron Shaymardanov, Representative
Ms. Gulmira Khamdamova, Interpreter

For the Second Respondent:

Ms. Angelina Liverko, Counsel
Mr. Akmal Khusanbaev, Counsel

53. The Sole Arbitrator heard a party statement made by the Player with the aid of an interpreter, Ms. Gulmira Khamdamova. The Player and the interpreter were invited

by the Sole Arbitrator to tell the truth subject to the sanction of perjury under Swiss law. The Parties and the Sole Arbitrator had full opportunity to examine and cross-examine the Player.

54. When asked why he did not ask the Club to make the payment in written form, the Player stated that he previously had played for the Club and that payments at that time never was a problem. The Player stated that he believed in the Club and that the management of the Club verbally confirmed that they would make the payment.
55. The Parties were given the full opportunity to present their cases, submit their arguments in closing statements and to answer the questions posed by the Sole Arbitrator.
56. Before the hearing was concluded, all Parties expressly stated that they had no objection to the procedure adopted by the Sole Arbitrator and that their right to be heard had been respected.

IV. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

57. This section of the Award does not contain an exhaustive list of the Parties' contentions. Its aim is to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this Award, the Sole Arbitrator has accounted for and carefully considered all of the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the Award or in the discussion of the claims below.

A. The Club's Submissions

58. The Club's submissions, in essence, may be summarized as follows:
 - According to Article 6.2 of the Contract, which was concluded between the Club and the Player on 4 January 2018, the Player was entitled to receive a fee of UZS 200,000,000 for signing the Contract. Consequently, the date the Contract was signed – i.e. 4 January 2018 – shall be considered as the moment that gave rise to the dispute. The claim from the Player is baseless as it was submitted after the limitation period.
 - Article 25.5 of FIFA's Regulations on the Status and Transfer of Players ("FIFA RSTP") defines the statute of limitations for claims. In accordance with Article 25.5, neither the FIFA Players' Status Committee, the FIFA Dispute Resolution Chamber, the sole judge nor the judge of the Chamber may consider any cases under those rules if more than two years have passed since the event that caused the dispute.

- When the UFPU letter was sent on 13 September 2019, where it requested the payment of UZS 200,000,000, it did not provide a written power of attorney confirming that the UFPU represented the Player. Further, the letter did not contain a written document conforming the Player's membership in the UFPU. This request cannot be the basis for starting the calculation of the limitation period over again, as this letter was not properly issued, lacking a written power of attorney on behalf of the Player.
- At the 23 January 2021 meeting before the UFA Committee, the Player was absent, and the UFPU failed to provide a written power of attorney. In case of representing the interests of a football player in proceedings, and in order to have the legal right to conduct case on behalf of a principal, the representatives of the UFPU should have provided a written power of attorney and a document confirming membership of the Player as a member of the UFPU. Such document must be presented during proceedings to the Club and to a dispute resolution body, as well as for inclusion in the case file. This is clearly stated in Articles 6.2 and 9.1.b of the "*FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber*".
- As the UFPU failed to provide a written power of attorney and more than two years had passed since the event that caused the dispute, the UFA Committee was not entitled to consider the case concerning the dispute between the Club and the Player.
- If not regulated by the FIFA regulations, the limitation period is three months, in accordance with Article 217 of the Labour Code of Uzbekistan, which states that an employee should submit a claim to the court within three months from the start of the dispute.
- The Chairman of the UFPU, Mr. Murzoev, is a member of the UFA and was a plaintiff (as the UFPU represented the Player) as well. This contradicts the FIFA rules. In accordance with Article 7.1 of the "*FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber*", members of a Chamber cannot exercise their functions in cases in which they have a personal or direct interest. In these cases, the member concerned must voluntarily recuse himself with a detailed statement of the reasons for the recusal.

59. On these grounds, the Club made the following requests for relief:

“Based on above stated, we ask you to cancel the decision of the UFA Committee on the Status and Transfer of Football Players of 23.01.2021, and to refuse to satisfy the requirements of the Union of Football Players of Uzbekistan in full. And to levy from

respondents the amount of court fee and the amount of all expenses related to this trial in CAS as well.”

B. The Player’s Submissions

60. The Player’s submissions, in essence, may be summarized as follows:

- The Club’s claim is solely based on the FIFA Regulations, more specifically Article 25 paragraph 5 of the FIFA RSTP. In accordance with this provision, the Club claims that the claim is time-barred. The Appellant has not provided an explanation with regards to why the FIFA RSTP should be applicable to the dispute that involves solely Uzbekistan parties. Further, the Club has not provided any reference to the UFA Regulations on the Status and Transfer of Players (“UFA RSTP”) or the national law of Uzbekistan as to why the claim should be time-barred. The Player claims that as the Appellant’s entire appeal is based on a provision of a set of rules which are not applicable to the dispute, the appeal must be rejected. As such, the Appellant has per se failed to substantiate its claim and has per se failed to meet its burden of proof.
- Since the Club failed to meet its burden of proof by not providing any explanation whatsoever of why the FIFA RSTP should be applicable, the appeal is to be rejected from the outset. The timeliness of the Player’s claim in front of the UFA Committee cannot be assessed on the basis of the FIFA RSTP and the entire appeal of the Appellant therefore fails. Since the Appellant neither has submitted any other set of rules on which it bases its appeal, the appeal is to be rejected.
- No document or regulation of the UFA covered the timeliness of claims at the moment that the dispute arose. The law of Uzbekistan is applicable, more precisely Article 150 of the Uzbekistan Civil Code, which stipulate that the general period of limitations shall be three years. On this background, the Player had three years to file his claim against the Appellant. In accordance with Article 154 of the Uzbekistan Civil Code, the running of the period of limitations for obligations with a determined period of performance shall commence upon the end of the period for performance.
- On this background, the disputed amount at the latest fell due the day the Contract expired, i.e. on 1 December 2018. Article 6.2 of the Contract does not specify the date of payment of the relevant remuneration, which means that the payment can occur at any time, but no later than the date of the end of the Contract. Therefore, in accordance with Articles 150 and 154 of the Civil Code, the Player had until 1 December 2021 to file his petition against the Appellant and his claim was therefore clearly not time-barred.

- Even if the date of signing the Contract is considered as the decisive reference point that triggered payment, the Player was on time in accordance with Article 150 of the Uzbek Civil Code because then the claim should have been filed by 4 January 2021 at the latest, whereas the claim was filed in December 2020. In both scenarios, the Player's claim was on time.
- The Player had even more time at his disposal in view of Article 156 of the Uzbek Civil Code which stipulates that the running of the limitation period shall be suspended "*if the filing of a claim has been hindered by an extraordinary and unavoidable event under the particular conditions.*" In this regard the State of Uzbekistan declared that in the period between 16 March 2020 and 15 June 2020 there was a state of emergency during which the period of limitations were suspended. During this time, it was not possible for the Player to file a claim as it was hindered by an extraordinary and unavoidable event under the particular conditions and time limits were suspended in accordance with Article 156 of the Uzbek Civil Code.
- It is clear that the main reason for the Appellant not to reply to the First Respondent was that the UFPU did not provide a power of attorney for the Player. In other words, the Appellant never disputed the fact that there was a debt and in fact the Club even recognised that there was a debt to the Player. The Club cannot ignore a request for payment, especially not when the request is made by the UFPU, which is a recognised entity by the state of Uzbekistan to defend the rights of professional football players.
- The deliberate actions of the Appellant in not replying to the claim, even though the Appellant clearly admits having received it on 13 September 2019, should not be condoned and is an act of bad faith.
- With regards to the Appellant's claim regarding the Chairman of the UFPU's role in the UFA Committee, the claim is unsubstantiated. Furthermore, it is common in football, and even a requirement from FIFA, that the national decision-making bodies have equal representation in disputes involving clubs and players.

61. On this basis, the Player made the following requests for relief:

"1. Reject the Appeal of the Appellant

2. Confirm the decision of the UFA Committee and the UFA Appeals Committee.

2. Order the Appellant to pay the full arbitration costs.

4. Order the Appellant to pay the First Respondent an amount towards his legal costs.”

C. The UFA’s Submissions

62. The UFA’s submissions, in essence, may be summarized as follows:

- The UFA Committee and the UFA Appeals Committee are competent dispute resolution bodies which were entitled to resolve the dispute between the Club and the Player. The dispute between the Club and the Player lacks an international dimension, as the Club is affiliated to the national association – i.e. the Second Respondent – and the Player is an Uzbek citizen.
- The decisions of the UFA decision-making bodies were taken by impartial, independent panels. Within the proceedings before the UFA Committee and the UFA Appeals Committee, the Club has not raised any objections to the composition of the panel. The UFA Committee and the UFA Appeals Committee complies with the FIFA regulations. The Parties’ rights to have a fair hearing, equal treatment, contentious proceeding and an independent, impartial tribunal were observed.
- The UFA fully agrees with the decisions of the UFA Committee and the UFA Appeals Committee that the limitation period started to run from 13 September 2019, the date when the Player, by means of his legal representatives, i.e. the UFPU, requested the Club to comply with their financial obligations. The triggering moment for the limitation period is not the date of the signature of the Contract or the date of the termination of the Contract, but the date when the Player requested that the Club pay him the outstanding amounts, i.e. thus 13 September 2019.
- The Appellant acknowledged the existence of the debt at a personal meeting with the legal representatives of the player, the UFPU, and never disputed it. During the meeting the Appellant verbally confirmed that there is a debt and affirmed that the outstanding amount would be reimbursed in the near future. However, any payment plans were not fixed in writing, but agreed upon verbally. The existence of such a verbal agreement which was arranged at the meeting was confirmed by both parties during the hearing before the UFA Committee. Consequently, the limitation period in this case was interrupted at the date of the meeting between the Club and the Player where both Parties verbally acknowledged and agreed upon the repayment of the debt.
- The argument of the Club that they ignored the request to reimburse the outstanding amount due to lack of power of attorney shall be assessed as a bad faith. This view is supported by the fact that a personal meeting between the Club and the Player’s representatives took place and the Club has not raised any concerns regarding the official status of the legal representatives of the Player.

- The UFA considers that, in line with well-established practice, if one party has doubts about the eligibility of the representatives to act on behalf of another party, this party shall request an official written confirmation, namely the power of attorney. In this dispute, if the Club doubted the legal status of the Player's representatives upon the receipt of the letter dated 13 September 2019, the Club should have requested the written power of attorney, instead of ignoring the fact of correspondence. Consequently, the letter dated 13 September 2019 sent by the representatives of the Player was considered to be valid by the UFA Committee and the UFA Appeals Committee, and the request to calculate and repay the debt was effectively communicated to the Club.

63. On this basis, the UFA made the following requests for relief:

- “1. To reject the Appellant's request to set aside the decision hereby appealed against.*
- 2. To uphold the decision hereby appealed against.*
- 3. To order the Appellant to bear all costs incurred with the present procedure.”*

V. JURISDICTION

64. The jurisdiction of CAS derives from Article R47 of the Code, which reads:

“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.”

65. Further, Article 24.2 of the UFA RSTP reads:

“The resolutions passed by the Disputed Resolution Chamber or a Chamber's arbiter may be appealed by the Appealing Committee and through the Court of Arbitration for Sport (CAS)”.

66. The jurisdiction of CAS is confirmed by the Order of Procedure duly signed by the Appellant and the Respondents.

67. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VI. ADMISSIBILITY

68. The time limit for submitting a Statement of Appeal is 21 days from the receipt of the decision appealed against pursuant to Article R49 of the Code. The Statement of Appeal was filed by the Appellant on 14 June 2021, i.e. 20 days after the UFA Appeals Committee communicated the Appealed Decision to the Parties on 25 May 2021, hence within the deadline of 21 days.
69. Pursuant to Article R51 of the Code, the Appellant can, as an alternative to submitting an Appeal Brief, inform the CAS Court Office in writing within the same time limit that the Statement of Appeal shall be considered as the Appeal Brief. On 18 June 2020, four days after submitting the Statement of Appeal, the Club submitted a letter where it informed the CAS Court Office that the Statement of Appeal should serve as its Appeal Brief.
70. The Statement of Appeal was filed in due form and time, and is considered admissible.
71. Consequently, the Sole Arbitrator finds that the Club's appeal is admissible.

VII. APPLICABLE LAW

72. Article R58 of the Code provides as follows:

“Law Applicable to the merits. 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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”

73. The Sole Arbitrator notes that the Parties disagree with regards to which regulations apply to the case under scrutiny. Whilst the Appellant claims that the dispute is regulated by FIFA's regulations, in particular FIFA RSTP Article 25 paragraph 5 and the "*FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber*", the Respondents argue that the regulations of UFA as well as Uzbekistan law shall be applied in order to adjudicate the dispute and not the regulations of FIFA.
74. The Parties are based in Uzbekistan. Article 9 paragraph 4 of the Contract states as follows:

“9.4. In all the rest, not provided present contract, the parties are guided by corresponding positions of current legislation Republic of Uzbekistan, and also CLUB documents, Uzbekistan Football Federation”.

75. On this background, as a starting point, the legislation of Uzbekistan and UFA’s regulations should apply as the primarily applicable law to the case under scrutiny. The Sole Arbitrator further points out that the Appealed Decision was rendered by the UFA’s Appeals Committee, based on the legislation of Uzbekistan and the UFA regulations.
76. However, although the dispute primarily shall be governed by the legislation of Uzbekistan and UFA’s regulations, the UFA’s regulations only apply to the extent that they are compliant with mandatory FIFA regulations. In particular, the Sole Arbitrator points out that UFA’s obligation to comply with the FIFA regulations are set out in the FIFA Statutes Article 14 paragraph 1 litra a, which state that member associations are obliged to *“comply fully with the Statutes, regulations, directives and decisions of FIFA bodies at any time as well as the decisions of the Court of Arbitration for Sport (CAS) passed on appeal on the basis of art. 57 par. 1 of the FIFA Statutes”*. The UFA, as a member association of FIFA, is, as such, obliged to have regulations that comply with FIFA regulations.
77. Furthermore, the Sole Arbitrator points out that the extent to which each national football association is obliged to comply with the FIFA RSTP in its own legislation is regulated in FIFA RSTP Articles 1-3 litra a and b which reads:
- “a) The following provisions are binding at national level and must be included without modification in the association’s regulations: articles 2-8, 10, 11, 12bis, 18, 18 paragraph 7 (unless more favourable conditions are available pursuant to national law), 18bis, 18ter, 18quater (unless more favourable conditions are available pursuant to national law), 19 and 19bis.*
- b) Each association shall include in its regulations appropriate means to protect contractual stability, paying due respect to mandatory national law and collective bargaining agreements. In particular, the following principles must be considered:*
- article 13: the principle that contracts must be respected;*
 - article 14: the principle that contracts may be terminated by either party without consequences where there is just cause;*
 - article 15: the principle that contracts may be terminated by professionals with sporting just cause;*

– *article 16: the principle that contracts cannot be terminated during the course of the season;*

– *article 17 paragraphs 1 and 2: the principle that in the event of termination of contract without just cause, compensation shall be payable and that such compensation may be stipulated in the contract;*

– *article 17 paragraphs 3-5: the principle that in the event of termination of contract without just cause, sporting sanctions shall be imposed on the party in breach.”*

78. The Sole Arbitrator notes that the provisions listed in FIFA RSTP Articles 1-3 *litra a* and *b* are not relevant for the case under scrutiny, and more specifically that FIFA RSTP Article 25 paragraph 5 is not listed as one of the provisions in the FIFA RSTP that each national football association is obliged to comply with.

79. With regards to the applicability of the “*FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber*”, the Sole Arbitrator notes that these regulations are solely intended to regulate FIFA’s internal football tribunals, as set out in its Article 1:

“The procedures of the Players’ Status Committee and the Dispute Resolution Chamber (DRC) shall be conducted in accordance with these rules”

80. As such, the “*FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber*” are not applicable for the case under scrutiny.

81. Applying these principles to the present matter, the dispute shall be decided according to the applicable regulations, i.e. the legislation of Uzbekistan and UFA’s regulations. As Switzerland is the seat of arbitration, the Swiss Private International Law Act (“PILA”) is also applicable to matters of procedure.

VIII. PRELIMINARY ISSUE - ADMISSIBILITY OF THE “FINAL APPEAL BRIEF”

82. On 18 June 2020, four days after submitting the Statement of Appeal, the Club submitted a letter where it informed the CAS Court Office that the Statement of Appeal should serve as its Appeal Brief pursuant to Article R51 of the Code. However, on 28 June 2021 the Appellant nevertheless filed an Appeal Brief (the “Final Appeal Brief”) on the CAS E-filing Platform. The next day, 29 June 2021, the Appellant submitted a letter where it explained that although it had previously designated its Statement of Appeal to serve as its Appeal Brief, it subsequently decided to nonetheless file an Appeal Brief.

83. Pursuant to the Article R49 of the Code, the deadline for the Statement of Appeal is 21 days from the receipt of the decision appealed against, in this case 15 June 2021. The deadline for the Appeal Brief is ten days later, i.e. 25 June 2021. As the Final Appeal Brief was submitted 28 June 2021, it was submitted after the deadline.
84. An appeal brief submitted after the deadline should only be admitted if the parties agree or if there are exceptional circumstances as stipulated in the Article R56 of the Code. As the Respondents did not agree that the Appellant's Final Appeal Brief should be allowed to be considered, it can only be deemed admissible if there are exceptional circumstances. The Appellant has failed to establish such exceptional circumstances.
85. As there are no exceptional circumstances that justify the late submission of the Final Appeal Brief, it is not admissible. Consequently, the Appellant's only written submission that should be taken into consideration is its Statement of Appeal that it designated to serve as the Appeal Brief.

IX. MERITS

86. The Appellant has not contested that the Player was entitled to the amount stipulated in the Contract, but claims that the claim has lapsed due to time barred.
87. As concluded above, Article 25 (5) of the FIFA RSTP is not applicable to the case under scrutiny. Consequently, the main issue to be resolved by the Sole Arbitrator is whether the claim of the Player was time-barred in accordance with the law applicable to the dispute, i.e. the legislation of Uzbekistan and UFA's regulations.
88. Time-barring is not regulated in UFA's regulations. Consequently, the question of whether the claim is time-barred would have to be considered on the basis of Uzbekistani law.
89. With regards to the Club's claim that if the dispute is not regulated by the FIFA regulations, the limitation period shall be three months in accordance with Article 217 of the Uzbek Labor Code, which allegedly states that an employee should submit a claim to the court within three months from the start of the dispute, the Sole Arbitrator notes that the Club's claim is unsubstantiated. The Club has not submitted any exhibit that refers to the said article, provided the wording of the said article or provided a view on how the said article should be interpreted. As the Club's claim in this regard is unsubstantiated, the claim has not been further considered by the Sole Arbitrator.
90. Further, the Club's claim that the UFA Committee was not entitled to consider the case concerning the dispute between the Club and the Player due to lack of a power of attorney is solely based on the FIFA regulations, i.e. the "*FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution*

Chamber". Also, the Club's claim that the Chairman of the UFPU was ineligible to take part in the proceedings due to a conflict of interest is based on the abovementioned FIFA regulations. As concluded above, these regulations are not applicable to the case under scrutiny. As the Club's claim with regards to the UFA Committee's entitlement to consider the dispute due to lack of a power of attorney and the Club's claim that the Chairman of the UFPU was ineligible to take part in the proceedings are unsubstantiated, these claims have not been further considered by the Sole Arbitrator.

91. In accordance with Article 150 of the Uzbek Civil Code, the general period of limitations is three years. Furthermore, Article 154 of the Uzbek Civil Code states:

"The running of the period of limitations shall commence from the day when the person knew or should have known about the violation of his right. Exceptions from this rule shall be established by the present Code and by other laws. With regard to obligations with a determined period of performance, the running of the limitations shall commence upon the end of the period for performance."

92. Applying the wording of Article 154 of the Uzbek Civil Code to the case at hand, the Sole Arbitrator notes that the Contract has a fixed end date, and as such the Player's obligations should be considered to be "*with a determined period of performance*" which indicates that the relevant triggering point for the start of the statute of limitations period would be at the end date of the Contract, i.e. on 1 December 2018.
93. The Parties have different views as to the "*event giving rise to the dispute*", i.e. the relevant wording in Article 25.5 of the FIFA RSTP. Whilst the Club argues that the time the Contract was signed, 4 January 2018, shall be considered as the event that gave rise to the dispute, the Player argues that the event that gave rise to the dispute was the day the Contract expired, on 1 December 2018. The UFA for its part argues that the relevant date is the date that the Player put the Club on notice that it had to comply with its financial obligations, i.e. 13 September 2019. The Sole Arbitrator recalls that the Player brought his case before the UFA Committee on 3 December 2020.
94. The Sole Arbitrator further recalls that Article 149 of the Uzbek Civil Code provides that the limitation period is "*the period within the limits of which of person may defend his violated right by means of bringing a suit*".
95. In this context, the Sole Arbitrator considers that a natural starting point for determining the event that gave rise to the dispute is the wording of Article 6 paragraph 2 of the Contract, which states that the Player is entitled to the disputed amount "*in signing of this contract*". The wording of the Contract gives a clear

indication that the Player was entitled to the disputed amount as from the moment the Contract was signed, i.e. 4 January 2018.

96. Accordingly, even if the Sole Arbitrator were to find that the “*event giving rise to the dispute*” is considered the earliest possible date of the three different dates argued by the Parties as the relevant triggering point for the start of the statute of limitations period, i.e. date of the signature of the Contract (i.e. 4 January 2018), in which case the three year statute of limitation period would have started running on 4 January 2018 and thus would have ended on 4 January 2021, the Player still would have complied with the three-year time period to bring his claim by filing it on 3 December 2020.
97. In this regard, the Player submitted a claim to the UFA Committee on 3 December 2020, which led to the UFA Committee issuing a decision stating inter alia that the Club was obliged to pay the Player the disputed amount. The Sole Arbitrator notes that UFA was indeed the correct addressee of the claim, as it stipulated in Article 9 paragraph 1 of the Contract that if a dispute between the parties is not settled, “*it is subject to the permission in Uzbekistan Football Federation*”.
98. The Sole Arbitrator therefore does not need to determine which of the dates – i.e. the signature of the Contract, the termination date of the Contract or the date that the Club was put on notice by the Player’s attorneys to pay the debt – was the relevant date for triggering the statute of limitation period as either way the Player would have complied with the three-year statute of limitation period under Uzbek law.
99. Against the above background, and in view of the fact that the Player’s claim against the Club was filed on 3 December 2020, which is within the stipulated deadline of three years as referred to in Article 150 of the Uzbek Civil Code even if the statute of limitations period were triggered on the date of the signature of the Contract, the Sole Arbitrator concludes that the Player’s claim against the Club was not time-barred.
100. As to the amount claimed by the Player, the Sole Arbitrator observes that the Club has not contested that the Player was entitled to the amount stipulated in the Contract. The amount stipulated in the Contract corresponds with the amount awarded in the decision issued by the UFA Committee and confirmed by the UFA Appeals Committee. Therefore, the appeal must be rejected and the Appealed Decision confirmed.

X. COSTS

(...).

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 14 June 2021 by Bunyodkor FK against the decision issued on 25 May 2021 by the Uzbekistan Football Association Appeals Committee is dismissed.
2. The decision issued on 25 May 2021 by the Uzbekistan Football Association Appeals Committee is confirmed.
3. (...).
4. (...).
5. (...).
6. All other and further motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 25 April 2023

THE COURT OF ARBITRATION FOR SPORT

Espen Auberg
Sole Arbitrator