



TAS / CAS

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

CAS 2025/A/11312 World Anti-Doping Agency (WADA) v. CELAD & Patrick Chinedu Ike Origa

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Alex McLin, Attorney-at-law in Lausanne, Switzerland

in the arbitration between

World Anti-Doping Agency (WADA), Montreal, Canada

Represented by Messrs Nicolas Zbinden and Loïc Theilkaes, Attorneys-at-law with Kellerhals Carrard, Lausanne, Switzerland

- Appellant -

and

Agencia Estatal Comisión Española para la Lucha Antidopaje en el Deporte (CELAD), Madrid, Spain

Represented by Mr Guillermo Castro Manzanares, Attorney-at-law, Valladolid, Spain

- First Respondent -

and

Mr Patrick Chinedu Ike Origa, Barcelona, Spain

- Second Respondent –

I. PARTIES

1. The World Anti-Doping Agency (“**WADA**” or the “**Appellant**”) is a Swiss private law foundation with its headquarters in Montreal, Canada, and its seat in Lausanne, Switzerland, whose object is to promote and coordinate the fight against doping in sport in all its forms.
2. The Agencia Estatal Comisión Española para la Lucha Antidopaje en el Deporte (“**CELAD**” or the “**First Respondent**”) is the Spanish national anti-doping organization.
3. Mr Patrick Chinedu Ike Origa (the “**Second Respondent**” or the “**Athlete**”) is a professional Spanish sprinter.
4. The Appellant, the First Respondent, and the Second Respondent are jointly referred to as the “**Parties**”.

II. FACTUAL BACKGROUND

5. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions, pleadings and evidence adduced. Additional facts and allegations found in the Parties’ written submissions, pleadings and evidence 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 by the Parties in the present proceedings, he refers in this Award only to the submissions and evidence he considers necessary to explain his reasoning.
6. On 14 July 2019, the Athlete was subject to a doping control in the “Campeonato Absoluto de Atletismo de Cataluña” held in Barcelona, Spain.
7. The analysis of the Athlete's sample revealed the presence of 19-norandrosterone. 19-norandrosterone belongs to the anabolic agents prohibited under Section S1 of the WADA Prohibited List. These are non-Specified Substances, prohibited both in- and out-of-competition.
8. On 25 October 2024, the Athlete was found to have violated Article 22.1(a) of the Spanish Anti-Doping Act of 2013 (Organic Law of Spain no. 3/2013, of 20 June, “**Spanish ADA 2013**”) and was sanctioned with (i) a four-year suspension of his sports federation license, (ii) a four-year period of ineligibility to hold any sporting office, and (iii) the annulment of his sporting result obtained in the competition (the “**CELAD Decision**”), as follows:

“RESOLUCIÓN

*Sancionar a D. Patrick Chinedu Ike Origa como responsable de **una infracción muy grave** en materia de dopaje, tipificada en el artículo 22.1.a) de la Ley Orgánica 3/2013, de 20 de junio, con la suspensión de licencia federativa por*

*un periodo de **CUATRO AÑOS**, en aplicación de lo prescrito en artículo 23.1 de la citada Ley Orgánica, siéndole de abono el periodo de tres meses de suspensión provisional de la licencia federativa que se le impusieron, de conformidad con el artículo 38.6 de la LOPSD*

La suspensión de la licencia federativa conllevará la inhabilitación para el desempeño de cargos deportivos por un periodo de cuatro años, de conformidad con lo dispuesto en el artículo 25.1 de la Ley Orgánica 3/2013, de 20 de junio.

***Anular los resultados** obtenidos por D. Patrick Chinedu Ike Origa en el Campeonato Absoluto de Atletismo de Cataluña, celebrado en Barcelona el 14 de julio de 2019, con la pérdida de todas las medallas, puntos, premios y todas aquellas consecuencias necesarias para eliminar cualquier resultado obtenido en dicha competición.*

Una vez sea firme en vía administrativa esta Resolución, la sanción será publicada en la web de la Agencia Estatal Comisión Española para la Lucha Antidopaje en el Deporte (celad.educacionyfp.gob.es), según lo dispuesto en el artículo 39.10 de la Ley Orgánica 3/2013, de 20 de junio.

De acuerdo con el artículo 40.1 de la Ley Orgánica 3/2013 de 20 de junio, esta Resolución puede ser recurrida ante el Tribunal Administrativo del Deporte. El plazo para interponer el recurso, de conformidad con el artículo 40.3 del mismo texto legal, será de treinta días, contado desde el siguiente a la notificación de la Resolución. Transcurrido este plazo, la Resolución ganará firmeza.”

9. On 29 October 2024, the Athlete filed an appeal against the above decision before the Spanish Administrative Court for Sport (“TAD”) and requested the annulment of the decision.
10. On 31 January 2025, the TAD upheld the Athlete’s appeal and annulled the CELAD decision (the “**Appealed Decision**”) as follows:

“[...]

A juicio de este Tribunal Administrativo del Deporte, [...] dicho falta de firma por las autoridades encargadas de garantizar la custodia y correcta conservación y transporte de la misma, no puede ser suplida por un informe emitido casi cinco años después de la custodia y transporte de la muestra.

Por lo expuesto, la Resolución impugnada incurre en sanción de nulidad de pleno derecho, ex artículo 47.1.a) Ley 39/2015 por la vulneración del derecho a la presunción de inocencia, inherente al derecho administrativo sancionador y las garantías y derechos fundamentales.

En su virtud, este Tribunal Administrativo del Deporte

ACUERDA

ESTIMAR el recurso interpuesto D. Patrick Chinedu Ike Origa contra la Resolución de 25 de octubre de 2024 de la Dirección de la Agencia Estatal Comisión Española para la Lucha Antidopaje en el Deporte.

[...]"

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

11. On 27 March 2025, WADA filed a Statement of Appeal, with the Court of Arbitration for Sport (“CAS”) against the Respondents with respect to the TAD Decision in accordance with Articles R47 and R48 of the CAS Code of Sports-related Arbitration (the “CAS Code”). In its Statement of Appeal, the Appellant requested the appointment of a sole arbitrator.
12. On 11 April 2025, CELAD requested to be excluded as a party, and requested Spanish as the language of the proceedings.
13. On 16 April 2025, WADA filed its submissions on CELAD’s exclusion request and on language.
14. On 25 April 2025, the CAS Court Office confirmed receipt of WADA’s appeal brief dated 23 April 2025 and set a deadline of 15 May 2025 for the Respondents to file their respective Answers.
15. On 7 May 2025, the CAS Court Office wrote to the Parties stating that despite repeated attempts, it had been unable to successfully deliver any correspondence to the Athlete and invited them to provide the Athlete’s current contact details, including telephone number, email address and postal address.
16. On 14 May 2025, the CAS Court Office informed the Parties that, pursuant to Article R54 of the CAS Code, the Panel had been constituted as follows:

Sole Arbitrator: Mr Alexander McLin, Attorney-at-law in Lausanne, Switzerland
17. On 19 May 2025, the CAS Court Office wrote to the Parties noting that it had not received Answers from either Respondent within the set deadline, and invited each of them to provide proof that they had each sent their Answer within the deadline.
18. On 21 May 2025, WADA informed the CAS Court Office that it had liaised with CELAD in order to obtain an alternative residential address and/or telephone number for the Athlete, and that CELAD had refused to provide it citing data protection restrictions. WADA requested that CELAD be ordered to provide the Athlete’s current contact details.

19. On 22 May 2025, the CAS Court Office invited the CELAD to provide its position with respect to WADA's request.
20. On 27 May 2025, the CAS Court Office notified the Parties of the Order on Language, confirming English as the language of the arbitration proceedings, with the ability for Parties to file exhibits in Spanish without translation. It also notified the Parties that it had not received an Answer to the Appeal Brief from either Respondent, nor any communication in this regard.
21. On 6 June 2025, the CAS Court Office wrote to the Parties, ordering the CELAD to provide the Athlete's contact details no later than 13 June 2025. It also reminded CELAD that in accordance with Article R44.5 of the CAS Code, the Sole Arbitrator may proceed with the arbitration and draw such inferences as are considered appropriate under the circumstances.
22. On 9 June 2025, CELAD provided the address (postal and electronic) that it had on file for the Athlete and reiterated its request that the proceedings be conducted in Spanish.
23. On 12 June 2025, the CAS Court Office informed the Parties that it had made diligent attempts to notify the Athlete. Several courier delivery attempts had been unsuccessful, though email messages had not bounced back, nor had any electronic delivery failure messages been received. WADA and CELAD were invited to provide any additional contact details they may have obtained from online searches, as well as any relevant contact information for the Athlete or his previous legal representatives, such as the details used to inform him of prior decisions. Finally, the Parties' attention was drawn to Article 55 of the CAS Code. The Parties were informed that the Sole Arbitrator intended to hold a case management conference to address this matter, should notification to the Athlete continue to be inconclusive.
24. On 18 June 2025, WADA requested that a case management conference be convened.
25. On 19 June 2025, CELAD wrote to the CAS Court Office expressing the position that despite its prior request that the proceedings be conducted in Spanish, no decision had been made in this regard and the proceedings continued to be conducted in English.
26. On 20 June 2025, CELAD wrote to the CAS Court Office stating it had apparently not received certain communications from the CAS, including notification of the Order on Language, and the Appeal Brief. CELAD provided a list of the letters it had received from the CAS for information and requested that the proceedings be reverted to the appropriate stage so that it CELAD could, in particular, respond to the Appeal Brief. CELAD also asked for reconsideration of the decision on the language of the proceedings.
27. On 22 June 2025, the CAS Court Office conducted an internal review of correspondence and concluded that certain letters sent by the CAS Court Office, including those notifying the Appeal Brief and the Order on Language had been sent to the general CELAD email address (which had been used to notify the Statement of Appeal), and not to CELAD's counsel.

28. On 23 June 2025, the CAS Court Office wrote to the Parties and communicated the Sole Arbitrator's confirmation of the language of proceedings as indicated in the Order on Language, and, pending the organisation of a case management conference, his decision to suspend all procedural deadlines.
29. On 8 July 2025, a case management conference was held online, with counsel for WADA and CELAD, at which the communication issues with both Respondents were addressed.
30. On 10 July 2025, the Appellant submitted evidence of email communication with the Athlete's last known email address and provided an alternative email address for the Athlete.
31. On 11 July 2025, the CAS Court Office wrote to the Parties and (i) set a new deadline for CELAD to file its Answer to the Appeal Brief, (ii) provided access to a copy of the complete case file, (iii) noted that the Athlete had not responded to any correspondence from the CAS Court Office, (iv) noted that all correspondence sent to the Athlete at his last known email address had been successfully transmitted and accepted by his email server without any delivery failure notifications, (v) noted that henceforth the alternative email address provided by WADA would also be used for any correspondence, (vi) noted that the latest information on file confirmed the validity of both email addresses for the Athlete, (vii) noted the previous delivery attempts that had been made by courier to date to the Athlete's last known residential address, (viii) noted that the Athlete had been invited to participate to the case management conference at both his known email addresses, and (ix) noted that proceedings would continue seeking to ensure that the Athlete's right to be heard would be fully respected and that the Athlete remained free to file an Answer to the Appeal Brief within the new deadline. Finally, the CAS Court Office referenced Article R44.5 of the CAS Code regarding the arbitral Panel's ability to proceed and deliver an award if a Respondent were to fail to submit its response in accordance with Article R44.1 of the CAS Code.
32. On 16 July 2025, the CAS Court Office acknowledged receipt of CELAD's Answer to the Appeal Brief, filed the same day.
33. On 22 July 2025, the CAS Court Office wrote to the Parties and (i) declared the written phase of the proceedings closed, (ii) invited the Parties to express whether they preferred for a hearing to be held, (iii) noted that the Athlete had not filed an Answer to the Appeal Brief.
34. On 23 July 2025, a package containing the CAS Court Office's letter of 22 July 2025 was successfully delivered by courier to the Athlete's last known residential address on file.
35. On 28 July 2025, CELAD wrote that it did not consider it necessary for a hearing to be held and that the Sole Arbitrator could proceed to issue an award based on the Parties' written submissions.

36. On 29 July 2025, WADA wrote that it did not consider a hearing to be necessary, and sent unsolicited comments on CELAD's Answer regarding the latter's arguments on standing, admissibility and request for a stay of proceedings.
37. On 30 July 2025, the CAS Court Office acknowledged receipt of the Parties' letters of 28 and 29 July 2025 and noted that it had not received any comment from the Athlete within the deadline.
38. On 6 August 2025, the CAS Court Office wrote to the Parties informing them that the Sole Arbitrator considered the file sufficiently complete and would proceed to render an award based solely on the written submissions on record. The CAS Court office also informed the Parties of the successful delivery of its correspondence of 22 July 2025 to the Athlete, by courier.
39. On 21 November 2025, CELAD notified the CAS Court Office of the decision of the High Spanish Administrative Court dismissing its appeal against the Appealed Decision.
40. On 22 November 2025, the CAS Court Office wrote to the Parties, inviting them to comment on High Spanish Administrative Court's decision.
41. On 28 November 2025, WADA sent its comments to the CAS Court Office.
42. On 11 December 2025, CELAD notified the CAS Court Office of the filing of its appeal against the High Spanish Administrative Court's decision.
43. On 12 December 2025, the CAS Court Office acknowledged receipt to the Parties.

IV. SUBMISSIONS OF THE PARTIES

44. This section of the Award does not contain an exhaustive list of the Parties' contentions, its aim being 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. WADA's Position

45. WADA makes the following prayers for relief:

"WADA respectfully requests the CAS to rule as follows:

1. The appeal of WADA is admissible.

2. The decision dated 31 January 2025 rendered by the Spanish Administrative Court for Sport in the matter of Mr Patrick Chinedu Ike Origa (ref. N° 475/2024 TAD) is set aside.

3. Mr Patrick Chinedu Ike Origa is found to have committed (an) anti-doping rule violation(s) under Article 22.1 (a) and/or Article 22.1 (b) of the Spanish Royal Decree.

4. Mr Patrick Chinedu Ike Origa is sanctioned with a four-year period of ineligibility (including the suspension of his federative licence) starting on the date on which the CAS award enters into force. Any period of provisional suspension or ineligibility effectively served by Mr Patrick Chinedu Ike Origa before the entry into force of the CAS award shall be credited against the total period of ineligibility to be served.

5. All competitive results obtained by Mr Patrick Chinedu Ike Origa from and including 14 July 2019 until the date when the CAS award enters into force are disqualified, with all resulting consequences (including forfeiture of medals, points and prizes).

6. The arbitration costs shall be borne by CELAD, or, in the alternative, by all the Respondents jointly and severally.

7. WADA is granted a significant contribution to its legal and other costs.”

46. A summary of WADA’s arguments follows.

- WADA challenges both the factual and legal basis of the Appealed Decision.
- WADA submits that the presence of 19-norandrosterone in the Athlete’s sample, a metabolite of nandrolone, establishes a clear violation of Article 22.1(a) and (b) of the Spanish Anti-Doping Act 2013 and the 2015 World Anti-Doping Code. The Athlete did not request a B sample analysis and offered no explanation or evidence regarding the source of the substance. Consequently, the Anti-Doping Rule Violation (the “**ADRV**”) is deemed conclusively established.
- The central issue concerns an alleged procedural irregularity: the absence of a signature by the Doping Control Officer (the “**DCO**”) on the electronic chain of custody form, which formed the basis for the TAD’s annulment of the CELAD Decision. WADA argues that even if this were considered to constitute a procedural departure, the Athlete failed to demonstrate that such procedural departure could reasonably have caused the ADRV, as required under Article 3.2.3 of the WADC and Article 39.6(e) of the Spanish Royal Decree of 19 February 2017 amending the Spanish ADA 2013 (the “**Spanish Royal Decree**”)¹. Moreover, WADA now submits the signed chain of custody form obtained from the sample collection authority, rendering the procedural argument moot.
- WADA maintains that the TAD erred in law by annulling the sanction solely on formalistic grounds, without addressing the mandatory element of causation.

¹ Real Decreto-ley 3/2017, de 17 de febrero, por el que se modifica la Ley Orgánica 3/2013, de 20 de junio, de protección de la salud del deportista y lucha contra el dopaje en la actividad deportiva, y se adapta a las modificaciones introducidas por el Código Mundial Antidopaje de 2015.

- As to sanctioning, WADA asserts that the standard period of ineligibility of four years applies, given that nandrolone is a non-specified substance and the Athlete has failed to demonstrate lack of intent. WADA further argues that, in the absence of proof of source or credible evidence to rebut presumed intent, the Athlete cannot benefit from any reduction in sanction. WADA seeks disqualification of all results from 14 July 2019 and credit for any period of provisional suspension effectively served.
- Finally, WADA requests that CELAD bear the arbitration costs and contribute to WADA's legal fees, arguing that CELAD's failure to submit the signed chain of custody form at first instance directly led to the flawed TAD decision and unnecessary appeal proceedings.

B. CELAD's Position

47. CELAD's prayers for relief are as follows:

"CELAD respectfully requests the CAS to rule as follows:

- a. Declaring that the Appealed Decision was not issued by CELAD, and that CELAD lacks standing to be named as a respondent in this procedure;*
- b. Declaring that the appeal is inadmissible due to the non-final nature of the Appealed Decision;*
 - Or, subsidiarily, agreeing to the suspension of this procedure until the judicial procedure in Spain is definitively resolved.*
 - Or, subsidiarily, confirming the resolution issued by CELAD on 25 October 2024.*
- c. Declaring, in any case:*
 - i. That CELAD shall not bear any costs related to this Arbitration Procedure, and*
 - ii. That each party shall bear its own costs and fees incurred in relation to this Arbitration Procedure."*

48. A summary of CELAD's arguments follows.

- CELAD does not dispute the material facts as presented by WADA and agrees that the Athlete committed an anti-doping rule violation. The CELAD Decision pronounced a four-year period of ineligibility and disqualification of results.
- CELAD also disagrees with the subsequent decision of the TAD, which annulled its sanction on formal grounds. Accordingly, CELAD has filed a separate appeal against the Appealed Decision before the Spanish ordinary courts.

- CELAD raises preliminary objections to its designation as a party to the present proceedings, arguing that the Appealed Decision was rendered not by CELAD but by an independent administrative tribunal (the TAD). As such, CELAD contends that it lacks standing to be named as a Respondent in these proceedings and cannot be held responsible for the TAD's decision.
- CELAD further argues that WADA's appeal to CAS is inadmissible on the basis that the TAD's decision is not yet final, considering CELAD's pending domestic appeal. CELAD submits that, in the alternative, the CAS proceedings should be suspended until the Spanish judicial process is concluded, or the CAS should simply confirm CELAD's original decision of 25 October 2024.
- Finally, CELAD contests WADA's request for costs, asserting that it diligently fulfilled its procedural responsibilities and was unaware of the existence of the signed chain of custody form until after the TAD rendered its decision. CELAD maintains that it acted appropriately based on the evidence available at the time and, having since obtained the signed form, has taken appropriate legal steps. CELAD therefore requests that it not be held liable for any costs and that each party bear its own legal expenses.

C. The Athlete's Position

49. The Athlete has not submitted an Answer to the Appeal Brief, nor has he expressed his position in another manner.

V. JURISDICTION

50. Article R47 para. 1 of the CAS Code provides as follows:

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

51. When the proceedings before the TAD were commenced, the Spanish Anti-Doping Act of 2021 (the "**Spanish ADA 2021**") was in force; its first transitory provision provides:

*"1. Doping offenses committed before the entry into force of this law shall be governed by the provisions of the previous regulations. Those committed after the day of its entry into force shall be governed by the present law."*²

52. The Appealed Decision was rendered by the TAD in application of the Spanish ADA 2013, later amended by the Spanish Royal Decree on 19 February 2017.

² Free translation of the first transitory provision of the Spanish ADA 2021: "*1. Las infracciones en materia de dopaje que se hayan cometido antes de la entrada en vigor de esta ley se regirán por lo dispuesto en la normativa anterior. Las que se cometan a partir del día de su entrada en vigor se regirán por la presente ley*".

53. The present matter relates to an Adverse Analytical Finding (the “**AAF**”) based on a sample collected in July 2019, when the Spanish ADA 2013 (as amended by the Spanish Royal Decree) and the 2015 World Anti-Doping Code (the “**2015 WADC**”) were in force. In view of the above, the Spanish ADA 2013 and 2015 WADC apply to the merits of this matter, while the Spanish ADA 2021 and the 2021 WADC apply to its procedural aspects.

54. Article 40.6 of the Spanish Royal Decree provides that:

*“[w]ithout prejudice to the provisions of the previous section, the decisions referred to herein may be appealed by the World Anti-Doping Agency, the corresponding International Sports Federation and the International Olympic Committee or the International Paralympic Committee before the body and in accordance with the dispute resolution system provided for in their respective regulations.”*³

55. Article 49.5 Spanish ADA 2021 provides that:

“[a]ny sanctions imposed by the Anti-Doping Sanctions Committee may also be appealed against by the World Anti-Doping Agency, by the corresponding international sports federation and by the International Olympic Committee or the International Paralympic Committee, before the body and in accordance with the conflict resolution system provided for in their respective regulatory standards”.⁴

56. Article 1.2 of the Spanish ADA 2021 states that:

“[t]he rules and definitions of this law shall be interpreted in accordance with the rules and criteria contained in the World Anti-Doping Code, in the international norms and standards and in the technical norms that make up the World Anti-Doping Program, which to that end shall be published in the “Official State Gazette”.”⁵

57. Article 13.2.3.2 WADC states that:

³ Free translation of Article 40.6 of the Spanish Royal Decree: “[s]in perjuicio de lo dispuesto en el apartado anterior, las resoluciones que en él se refieren podrán ser recurridas por la Agencia Mundial Antidopaje, las correspondiente Federación deportiva internacional y el Comité Olímpico Internacional o el Comité Paralímpico Internacional ante el órgano y con arreglo al sistema de resolución de conflictos previsto en sus respectivas normativas reguladoras”.

⁴ Free translation of Article 49.5 of Spanish ADA 2021: “[c]ualesquiera resoluciones sancionadoras del Comité Sancionador Antidopaje podrán ser recurridas, asimismo, por la Agencia Mundial Antidopaje, por la correspondiente federación deportiva internacional y por el Comité Olímpico Internacional o el Comité Paralímpico Internacional, ante el órgano y con arreglo al sistema de resolución de conflictos previsto en sus respectivas normativas reguladoras”.

⁵ Free translation of Article 1.2 of the Spanish ADA 2021: “[l]as normas y definiciones de esta ley se interpretarán de acuerdo con las reglas y criterios contenidos en el Código Mundial Antidopaje, en las normas y estándares internacionales y en las normas técnicas que integran el Programa Mundial Antidopaje, que a tal fin se publicarán en el Boletín Oficial del Estado”.

“[i]n cases under Article 13.2.2, the parties having the right to appeal to the appellate body shall be as provided in the National Anti-Doping Organization’s rules but, at a minimum, shall include the following parties: [...] and (f) WADA”.

58. Article 13.1.3 WADC further provides that:

“[w]here WADA has a right to appeal under Article 13 and no other party has appealed a final decision within the Anti-Doping Organization’s process, WADA may appeal such decision directly to CAS without having to exhaust other remedies in the Anti-Doping Organization’s process”.

59. WADA considers the CAS has jurisdiction in the instant appeal because Article 40.6 of the Spanish Royal Decree provides for appeals by WADA “before the body and in accordance with the dispute resolution system provided for in its respective regulatory rules” (i.e. the WADC). This article therefore corresponds to an arbitration agreement allowing WADA to appeal to the CAS under Article 13 WADC.
60. Pursuant to Article R28 of the CAS Code, the seat of arbitration is Lausanne, Switzerland. As a result, the validity of the arbitration agreement is determined by Swiss law (specifically Chapter 12 of the Swiss Private International Law Act (“PILA”).
61. Thereunder, and applying the established principle *Kompetenz-Kompetenz*, the Sole Arbitrator finds that the arbitration agreement conferring on CAS the jurisdiction to hear this dispute, conforms to the requirements of Article 178 PILA.
62. In addition, the jurisdiction of CAS has not been challenged by either Respondent and was confirmed by CELAD when it signed the Order of Procedure. CELAD disputes its standing to be sued, a contention which is addressed below on the merits.
63. In conclusion, the Sole Arbitrator declares that the CAS has jurisdiction to hear and adjudicate on this matter.

VI. ADMISSIBILITY

64. Article R49 of the CAS Code provides, in its relevant parts, 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 of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against.”

65. Article 13.2.3.5 of the WADC provides:

“[t]he filing deadline for an appeal filed by WADA shall be the later of:

(a) *Twenty-one (21) days after the last day on which any other party having a right to appeal could have appealed, or*

(b) *Twenty-one (21) days after WADA's receipt of the complete file relating to the decision."*

66. WADA asserts on the basis of the article above that the appeal was timeous, stating that "[a]s elements of the case file relating to the Appeal Decision was received by WADA on 6 March 2025, WADA's deadline to file its appeal cannot be earlier than 27 March 2025."
67. The evidence before the Sole Arbitrator confirms receipt by WADA of an upload of the file by CELAD on 6 March 2025. CELAD does not allege that the appeal is inadmissible by virtue of lateness but rather contends that it is not the correct Respondent (see *infra* on the merits the analysis of its standing to be sued). The Athlete has not provided any position.
68. Consequently, the Sole Arbitrator finds WADA's appeal to be admissible.

VII. APPLICABLE LAW

69. Article R58 of the CAS Code provides as follows:

"The Panel shall decide the dispute according to the applicable regulations and the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision".

70. Again, Article 40.6 of the Spanish Royal Decree provides:

"[w]ithout prejudice to the provisions of the previous section, the decisions referred to herein may be appealed by the World Anti-Doping Agency, the corresponding International Sports Federation and the International Olympic Committee or the International Paralympic Committee before the body and in accordance with the dispute resolution system provided for in their respective regulations."

71. WADA notes that the present matter relates to AAFs based on a sample collected in July 2019, when the Spanish Anti-Doping Act 2013 ("**Spanish ADA 2013**") and the 2015 WADC were in force, and that Article 1.2 of the Spanish ADA 2021 provides for its interpretation in accordance with the rules and criteria contained in the WADC.
72. In light of this, WADA considers the Spanish ADA 2013 and the 2015 WADC apply substantively, while the Spanish ADA 2021 and the 2021 WADC apply procedurally.

73. While disagreeing with its status as a party in the present proceedings (see *infra*), CELAD does not disagree with the applicable law and rules posited by WADA. The Athlete's position is unknown.
74. The Sole Arbitrator considers that Spanish law applies primarily, as the national law of the country where the Appealed Decision was issued, including its references to the WADC for interpretation as applicable.

VIII. THE MERITS

A. Preliminary Issues

75. The Sole Arbitrator considers it necessary to preliminarily address the following three issues: (i) whether CELAD has standing to be sued; (ii) *lis pendens*; and (iii) the Athlete's absence of engagement in the current proceedings.

i. Does CELAD have standing to be sued?

76. Further to established CAS case law, the matter of parties' standing in the proceedings is to be addressed on the merits (CAS 2018/A/5888, para. 169; CAS 2022/A/A8737, para. 107).
77. WADA has named CELAD as a Respondent, which CELAD disputes. CELAD argues that it did not issue the Appealed Decision, which was rendered by the TAD. Moreover, CELAD's initial decision sanctioned the Athlete.
78. Such a scenario has appeared before the CAS before in application of the Spanish ADA. The panel in CAS 2019/A/6226 considered the standing to be sued of the TAD and CELAD in relation to an appeal against a decision of the TAD, in which CELAD was designated as the respondent. It ruled that the TAD did not have standing to participate in the proceedings, while CELAD did have standing to be sued despite not having been the entity that issued the appealed decision. This award dismissed the arguments relating to the failure to appoint the TAD as a party on the following grounds:

- First, neither Article 40.6 of the Spanish ADA nor any other provision under Spanish law requires that the TAD be named as a co-respondent in an appeal of a TAD decision to the CAS or specifies who exactly is required to be a respondent to such an appeal.

- Second, the appeal relates to whether or not the Athlete committed an ADRV, which is the object of the sanctioning power of the AEPSAD as the Spanish NADO and not of the TAD. The Panel finds that, in issuing the Appealed Decision, the TAD was simply exercising its power to review the sanction imposed by the AEPSAD. The TAD does not have disciplinary powers of its own, rather it is an independent tribunal which has the power to review the decisions of sporting bodies in Spain. Indeed, according to Article 84.1 of Law 10/1990 of 15 October "On Sports", "The Administrative Court of Sport [TAD]

is a state-level body, organically attached to the High Council for Sport, which, acting independently of the latter, assumes the following functions: a) Decides, through administrative channels and as a last resort, on disciplinary matters in sport within its competence, including those set out in the Organic Law on the Protection of the Health of Sportspeople and the Fight Against Doping in Sport Activities" (in the Spanish original: "The Administrative Court for Sport is a state body, organically attached to the Higher Sports Council, which, acting independently of the latter, assumes the following functions: a) To decide, in the administrative sphere and in the final instance, on sports disciplinary matters within its competence, including those specified in the Organic Law on the Protection of Athletes' Health and the Fight against Doping in Sport...).

- Third, the Athlete is unaffected by the fact that the TAD is not a party to the present arbitration. In fact, the circumstance that the TAD was not summoned to participate in the present proceedings does not prevent the Panel from exercising its powers to review the facts and the law under Article R57 of the CAS Code and issue a binding decision on the respondents who have been named, i.e., the Athlete and the AEPSAD. That is, even in the absence of the TAD as a party to the present arbitration, the Panel can affect the rights and obligations of the Athlete and the AEPSAD and confirm whether or not the Athlete committed an ADRV and, if so, impose what it deems to be the proper sanction.

- Fourth, the TAD, as an independent adjudicatory body, is not a signatory to the WADC and thus is not subject to the arbitration clause of the WADC. Nor has it signed an arbitration agreement with the Appellant. Therefore, had the Appellant named the TAD as a party, its appeal against that body would have failed for lack of jurisdiction anyway. Under such circumstances, finding that the present appeal cannot proceed without the TAD as a party would thus deprive Article 40.6 of the Spanish ADA of any meaning and, in particular, deprive WADA of its right under that provision to appeal decisions of the TAD to the CAS.

- Finally, the question of whether or not, in the absence of the TAD in the present arbitration, a CAS award would be enforceable in Spain does not prevent the Panel from exercising its jurisdiction and issuing an award".

79. The matter arose again more recently in CAS 2024/A/10584 & 10585, in which WADA brought similar appeals against TAD decisions with CELAD as a respondent. The arbitral tribunal found that the same reasoning applied.
80. The issue of CELAD's standing to be sued under the Spanish ADA and the WADC is therefore well settled. The Sole Arbitrator agrees with this application of the Spanish ADA and sees no reason to find that CELAD would not have standing to be sued in the instant case. CELAD is a therefore a rightful Respondent.

ii. *Lis pendens*

81. CELAD indicated that it has filed an appeal against the Appealed Decision before the Spanish state courts (Procedimiento Abreviado N° 43/2025, Juzgado Central de lo Contencioso-administrativo N° 1 of Spain), and that the resulting judgment (issued on 18 November 2025) be the subject of further appeal. As a result, CELAD considers that the Appealed Decision is not final and that the requirements under Article 13.1.3 of the WADC for WADA to bring a direct appeal before the CAS have not been met.
82. Article 186 (1bis) PILA establishes that an arbitral tribunal shall decide on its jurisdiction “*notwithstanding any pending action before a state court or another arbitral tribunal on the same subject-matter between the same parties, unless there are substantial reasons to stay the proceedings*”.
83. R55 CAS Code allows for CAS arbitration proceedings to be suspended where there are “substantive grounds”. There must be serious reasons justifying such suspension. Such “*substantive grounds exist if the appellant can prove that the suspension is necessary to protect its rights and that the continuation of the arbitration proceedings would cause any serious harm. However, the simple possibility of a state court issuing a decision different from the CAS is not considered to be a substantive ground. Indeed, the possibility to have contradictory decisions exists in all parallel proceedings involving a civil and an arbitral institution.*” (MAVROMATI/REEB, The Code of the Court of Arbitration for Sport, 2025, p.534; CAS 2009/A/1881, ¶ 8; CAS 2019/A/6226, ¶ 118; CAS 2022/A/8966, ¶ 71).
84. CAS case law establishes that, for there to be a serious reason, the requesting party must establish that the suspension is necessary for the protection of its rights, which would be seriously affected by the continuation of the arbitration (CAS 2009/A/1881, ¶ 8; CAS 2019/A/6226, ¶ 120).
85. While it is true that CELAD legitimately filed an appeal before the Spanish courts, it did not argue that its rights would be affected by the continuation of this arbitration. As a result, the Sole Arbitrator finds that CELAD’s request fails because it is not justified by a serious reason.

iii. *The Athlete’s absence of engagement in these proceedings*

86. The Athlete has remained passive throughout these proceedings, without actively acknowledging receipt of most of the correspondence sent to him by the CAS Court Office.
87. Article 182(3) PILA states that:
- “Regardless of the chosen procedure, the arbitral tribunal shall ensure equal treatment of the parties and their right to be heard in adversarial proceedings”*
88. Article 190(2)(d) PILA provides that an award may be challenged on the grounds that:

“the principle of equal treatment of the parties or their right to be heard in adversarial proceedings was violated”

89. Finally, further to Article V(1)(b) of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (the “**New York Convention**”), recognition and enforcement of an award may be refused if proof is furnished that:

“the party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case”.

90. The Sole Arbitrator therefore examines this issue *ex officio*.

91. General principles (applicable inter alia under the UNCITRAL Model Law) state that “parties shall be treated with equality and each party shall be given a full opportunity of presenting his case”⁶, it being accepted that a “full” opportunity means a “reasonable” opportunity.⁷ These due process concerns primarily motivated by the rights of an “absent” respondent must of course be balanced with the rights of the remaining parties to a “a fair, economical and efficient process. The tribunal’s focus on due process must not unduly frustrate or delay the proceedings” (Russell Thirgood / Erika Williams, “The Non-Responsive Respondent: Taking an Arbitration Forward and How, *The International Journal of Arbitration, Mediation and Dispute Management*, Volume 85, Issue 1, February 2019).

92. To address the enforceability concerns that could potentially arise under New York Convention Article V(1)(b), the *Chartered Institute of Arbitrators’ International Arbitration Practice Guideline—Party Non-Participation* usefully identifies the following elements that an arbitral tribunal should address: (i) ensuring sufficient notice of the arbitration, (ii) ensuring the respondent remains aware of the conduct of the arbitration, (iii) ensuring the respondent is aware a hearing can proceed despite the respondent’s absence, and (iv) ensuring fairness of the final award.

93. The Swiss Federal Tribunal, in a challenge to the enforcement of a Canadian award in Switzerland alleging lack of proper notification (SFT 5A_409/2014, 34 ASA BULLETIN 4/2016 p. 1024), found that notice sent by courier and email (and finally by bailiff) to the last known French address of a respondent having since changed domicile to Monaco was nevertheless valid where an employee had received the delivery, as it was in compliance with the applicable arbitration rules.

94. The CAS has found that “[a]s a basic rule, a decision or other legally relevant statement is considered as being notified to the relevant person whenever that person has the opportunity to obtain knowledge of its content irrespective of whether that person has actually obtained knowledge.” (CAS 2008/A/1548 para. 17; see also CAS 2004/A/574, CAS 2006/A/1153).

⁶ UNCITRAL Model Law art 18.

⁷ Nigel Blackaby, Redfern and Hunter on International Arbitration (6th edn, OUP 2015) 6.14.

95. It follows from the above that the arbitral tribunal must exercise reasonable diligence by (i) verifying that notices were sent in a manner likely to reach the absent party, and (ii) while it is not necessary to prove actual receipt, the tribunal must show that the mode of communication was such that the intended recipient had the opportunity to obtain knowledge of its content.
96. In the instant case, the CAS Court Office made numerous attempts to notify the Athlete of the existence of the proceedings against him. While most of the delivery attempts of physical documents appear to have been unsuccessful, one was ultimately delivered. This particular piece of correspondence, if read, would have made it clear that these proceedings not only existed, and that while the Athlete had not filed an Answer to the Appeal Brief, he nevertheless still had the opportunity to request a hearing.
97. As far as the email correspondence to the Athlete is concerned, the CAS did not receive any “bounce backs” or other indications that its notifications did not reach its intended recipient. The absence of such bounce backs or delivery failure notification indicates that the emails were successfully accepted by the recipient’s mail server and were therefore delivered. Moreover, after the Sole Arbitrator expressed concern about the issue of proper notification at the case management conference, WADA produced evidence that the email addresses on record for the Athlete indeed belonged to him, and that, as demonstrated by the use of a tracking tool, one of them was still actively being consulted during the proceedings as late as 9 July 2025.
98. WADA is correct in asserting that nothing in the CAS Code prevents notifications by email, and there is a line of consistent CAS case law (see inter alia CAS 2019/A/6253 para. 82) holding that once communication has entered a recipient’s “sphere of influence”, namely the inbox of the addressee, it may be deemed to have been received to the extent that it can be expected that the latter would take notice of it.
99. In view of the above, the Sole Arbitrator is satisfied that the CAS exercised reasonable diligence under the circumstances to effect notice of relevant correspondence to the Athlete. Moreover, the means of correspondence, namely courier and email to the last known addresses of the Athlete, coupled with the additional verification of the validity of the email address during the present proceedings, were amply reasonable.
100. The Athlete was therefore validly notified of the existence of this arbitration, and his right to be heard has been respected despite his failure to engage at any stage of the proceedings.

B. The Substance

101. Having addressed the preliminary issues above, the only remaining issue to examine is whether the Appealed Decision should be set aside. More specifically, the question is whether the lack of the DCO’s signature on the electronic chain of custody form constitutes a procedural departure sufficient to invalidate an ADRV that is otherwise conclusively established. If not, the issue of the resulting sanction must also be considered.

102. On this matter, both WADA and CELAD are in agreement that the Appealed Decision is erroneous. While the Athlete has not raised any arguments to the contrary, he had nevertheless appealed the CELAD decision and prevailed before the TAD. The Sole Arbitrator will therefore proceed to consider the TAD's reasoning in the Appealed Decision justifying its decision to set aside the CELAD decision, and WADA's arguments as to why the TAD erred.
103. The Appealed Decision, in its relevant part, reads as follows:

“It follows from the above that, although the form indicates that it has been produced electronically by the Control Agent involved in the doping control process, the fact is that it is then stated that the Form is not signed. This means, therefore, that the signature of the Custodial Agent certifying that the samples have been packaged correctly in order to ensure their integrity during transport is missing.

[...]

In the opinion of this Administrative Court for Sport, and in line with the case law cited above, the lack of a signature by the authorities responsible for ensuring the custody, proper preservation and transport of the sample cannot be remedied by a report issued almost five years after the sample was taken into custody and transported.

In view of the foregoing, the contested resolution is null and void, pursuant to Article 47.1.a) of Law 39/2015, due to the violation of the right to the presumption of innocence, inherent in administrative disciplinary law and fundamental rights and guarantees”.⁸

104. WADA argues that, even if one assumes that the lack of a signature on the chain of custody were to constitute a procedural departure, it would be insufficient unto itself to invalidate the finding that an ADRV has occurred. Indeed, Article 39.6(e) of the Spanish Royal Decree and Article 3.2.3 of the WADC require that the Athlete demonstrate that such a procedural departure could have reasonably caused the ADRV. Moreover, even if this were the case, the fact that WADA has now submitted the signed chain of custody

⁸ Free translation: “[s]e desprende de lo anterior que, pese a que se indica en el formulario que el mismo ha sido producido electrónicamente por el Agente de Control interviniente en el proceso de control de dopaje, lo cierto es que se refiere a continuación que el Formulario no está firmado. Quiere ello decir, por ende, que falta la firma del Agente de Custodia acreditativa de que las muestras han sido empaquetadas correctamente a fin de garantizar la conservación íntegra durante el transporte. [...]. A juicio de este Tribunal Administrativo del Deporte, y en consonancia con la doctrina jurisprudencial expuesta, dicho falta de firma por las autoridades encargadas de garantizar la custodia y correcta conservación y transporte de la misma, no puede ser suplida por un informe emitido casi cinco años después de la custodia y transporte de la muestra. Por lo expuesto, la Resolución impugnada incurre en sanción de nulidad de pleno derecho, ex artículo 47.1.a) Ley 39/2015 por la vulneración del derecho a la presunción de inocencia, inherente al derecho administrativo sancionador y las garantías y derechos fundamentales”.

form which it obtained from the sample collection authority entirely invalidates the Athlete's original argument, as clearly no such procedural departure actually occurred.

105. Article 39.6(e) of the Spanish Royal Decree states that:

“[a]ny violation of an applicable rule in doping control procedures that is not directly responsible for an adverse analytical finding or other violation shall not invalidate the result. If the athlete or other person proves that the violation of the applicable rules could have been the cause of the adverse analytical finding or other violation, the competent body shall establish that it was not the cause of the adverse analytical finding”.⁹

106. Similarly, the CAS has found in interpreting the analogous Article 3.2.3 of the 2015 WADC, that:

“[d]epartures from any other International Standard or other anti-doping rule or policy set forth in the Code or Anti-Doping Organization rules which did not cause an Adverse Analytical Finding or other anti-doping rule violation shall not invalidate such evidence or results. If the Athlete or other Person establishes a departure from another International Standard or other anti-doping rule or policy which could reasonably have caused an anti-doping rule violation based on an Adverse Analytical Finding or other anti-doping rule violation, then the Anti-Doping Organization shall have the burden to establish that such departure did not cause the Adverse Analytical Finding or the factual basis for the anti-doping rule violation”. (CAS 2021/O/7977, para. 61).

107. Finally, WADA notes that given that the requirement that the chain of custody form be signed by the DCO does not derive from the WADA regulatory framework (which, according to the 2019 International Standard on Testing and Investigations, applies solely to the Doping Control Form, and not to subsequent forms such as the chain of custody form at issue), it is questionable whether, even if the signature were to be required under Article 103 para. 2 of the Spanish Royal Decree 641/2009, this would constitute a true “procedural departure”.

108. The Sole Arbitrator deems it problematic that the TAD, assuming the existence of a procedural departure, did not consider the substantive essence and import of such alleged deviance, namely whether it could have caused the ADRV, and the Athlete's responsibility to demonstrate that this could have been the case. Indeed, the TAD appears to have cursorily accepted the lack of a signature on the chain of custody form as dispositive, where the specifically applicable provisions of both the WADC and the Spanish Royal Decree required a more thorough consideration of causation. In addition,

⁹ Free translation of Article 39.6 (e) of the Spanish Royal Decree: “[c]ualquier contravención de una norma aplicable en los procedimientos de control del dopaje que no sea causa directa de un resultado analítico adverso o de otra infracción, no determinará la invalidez del resultado. En caso de que el deportista u otra persona prueben que la contravención con respecto a la normativa aplicable podría haber sido causa del resultado analítico adverso o de la infracción, el órgano competente deberá acreditar que la misma no ha sido la causa del resultado analítico adverso”.

the TAD's reference to Article 47.1(a) of Spanish Law 39/2015, a general statute dealing with the common administrative procedure of public administrations, broadly assumes the nullity of the CELAD Decision by supposing that the unsigned chain of custody form would damage rights and freedoms susceptible of constitutional protection, without engaging in the necessary consideration of the hierarchy of applicable norms.

109. At long last (but by no means least), WADA's production of the signed chain of custody document, together with the explanation that the document in the file was not the original (but rather a standard unsigned template), illustrates the extent to which reliance on a perceived formality has resulted in the wrongful invalidation of an underlying doping sanction which apparently followed the necessary procedural steps of the results management process. The existence of this document (which apparently could have been obtained sooner, thereby likely avoiding the current proceedings entirely) nullifies the TAD's reasoning *ipso facto*.
110. Finally, the Sole Arbitrator finds it noteworthy that the existence of the present proceedings provided an additional opportunity to the Athlete to explain how the ADRV may have arisen—an opportunity which he did not avail himself of. The file provides no basis to find other than that the ADRV was validly established.
111. The Sole Arbitrator considers that the alleged procedural departure (in the form of a missing signature on the chain of custody form) did not actually occur, and that, even if it had, it would not have been sufficient to challenge the existence of an ADRV without sufficient evidence of causality.

C. Consequences

112. Articles 23.1 of the Spanish Royal Decree defines the period of ineligibility for presence, use, or possession of a Prohibited Substance as follows:

*“[t]he commission of very serious offences provided for in Article 22.1.a), b) and f) shall be punished by the suspension of the federation licence for a period of two years and a fine of between 3,001 and 12,000 euros. However, a four-year licence suspension shall be imposed when the offence has not been committed with a specific substance or when, even if it has been, the Spanish Agency for Health Protection in Sport demonstrates that the offence was intentional. If the offence was not committed with a specific substance, the athlete may demonstrate that the offence was unintentional, in which case the suspension shall be for a period of two years”.*¹⁰

¹⁰ Free translation of Article 23.1 of the Spanish Royal Decree: “[l]a comisión de las infracciones muy graves previstas en el artículo 22.1.a), b) y f) se sancionará con la imposición de la suspensión de licencia federativa por un período de dos años, y multa de 3.001 a 12.000 euros. Esto no obstante, se impondrá una suspensión de la licencia por un período de cuatro años cuando la infracción no se haya cometido con una sustancia específica o cuando aun siendo así, la Agencia Española de Protección de la Salud en el Deporte demuestre que la infracción fue intencionada. Si la infracción no se hubiera cometido con una sustancia específica el deportista podrá demostrar que la infracción no fue intencionada, en cuyo caso la suspensión tendrá una duración de dos años”.

113. Nandrolone is not a so-called “specified substance” according to the WADC’s Prohibited List. As a result, the standard sanction is a four-year period of ineligibility, unless the Athlete can prove lack of intent.
114. According to Article 10.2.3 of the 2015 WADC, “*the term ‘intentional’ is meant to identify those Athletes or other Persons who engage in conduct which they knew constituted an anti-doping rule violation or knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation and manifestly disregarded that risk.*”
115. Consistent CAS case law requires that in order for an athlete to discharge their burden of proving lack of intent, they must necessarily prove how the Prohibited Substance entered their body, or at the very least, provide actual evidence to establish the origin of the Prohibited Substance rather than mere speculation (see inter alia CAS 2020/A/7068 and CAS 2014/A/3820).
116. In the instant case, the Athlete has not provided any explanation as to how nandrolone may have entered his body, or indeed even sought to rebut his presumed intent. As a matter of course, the four-year default period of ineligibility from competition must therefore apply.
117. The Sole Arbitrator agrees with WADA that, as the Athlete’s license was provisionally suspended on 15 November 2023 for a period of three months further to Article 38.3 of the Spanish Royal Decree. The Athlete therefore receives a credit for this three-month period, to the extent that it was effectively served, as well as any period of ineligibility served per the CELAD Decision, corresponding at the most to the period between the issuance of the CELAD Decision on 25 October 2024 and the issuance of the TAD decision on 31 January 2025 (98 days).
118. Finally, in application of Articles 30.1 and 30.3 of the Spanish Royal Decree, all competitive results obtained by the Athlete from and including 14 July 2019 until the date when this Award enters into force should be disqualified, with all resulting consequences (including forfeiture of medals, points and prizes).

D. Conclusion

119. Based on the foregoing, and after taking into due consideration all the evidence produced and all submissions made, the Sole Arbitrator determines that WADA’s appeal is upheld in its entirety.
120. All other and further motions or prayers for relief are dismissed.

IX. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 27 March 2025 by the World Anti-Doping Agency against the decision issued on 31 January 2025 by the Tribunal Administrativo del Deporte in the matter of Mr Patrick Chinedu Ike Origa (ref. N° 475/2024 TAD) is admissible.
2. The appeal filed on 27 March 2025 by the World Anti-Doping Agency against the decision issued on 31 January 2025 by the Tribunal Administrativo del Deporte in the matter of Mr Patrick Chinedu Ike Origa (ref. N° 475/2024 TAD) is upheld.
3. Mr Patrick Chinedu Ike Origa is found to have committed an anti-doping rule violation further to Article 22.1 (a) and Article 22.1 (b) of the Spanish Royal Decree.
4. Mr Patrick Chinedu Ike Origa is sanctioned with a four-year period of ineligibility (including the suspension of his federative licence) starting on the date of issuance of this Award. Any period of provisional suspension or ineligibility effectively served by Mr Patrick Chinedu Ike Origa before the entry into force of the CAS award shall be credited against the total period of ineligibility to be served.
5. (...).
6. (...).
7. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 10 August 2026

THE COURT OF ARBITRATION FOR SPORT

Alexander McLin
Sole Arbitrator