



TAS / CAS

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

CAS 2025/A/11787 Vladimir Pisarskii v. Russian Football Union

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Mr Frans de Weger, Attorney-at-Law in Haarlem, The Netherlands

Arbitrators: His Honour James Robert Reid KC, Retired Judge in Liss, United Kingdom
Mr Siarhei Ilyich, Attorney-at-Law in Minsk, Belarus

in the arbitration between

Mr Vladimir Pisarskii, Russia

Represented by Mr Anton Smirnov, Attorney-at-Law in Moscow, Russia

- Appellant –

and

Russian Football Union, Russia

Represented by Ms Ani Gevorgyan, in-house-counsel (RFU) in Moscow, Russia

- Respondent –

I. PARTIES

1. Mr Vladimir Pisarskii (the “Appellant” or the “Player”) is a professional football player of Russian nationality.
2. The Russian Football Union (the “Respondent” or the “RFU”) is the national governing body of football in Russia with its registered office in Moscow, Russia.
3. The Appellant and the Respondent are hereinafter jointly referred to as the “Parties”.

II. INTRODUCTION

4. The present appeal arbitration proceedings concern an appeal lodged by the Appellant against a decision issued by the RFU Appeals Committee dated 7 August 2025 and communicated with grounds on 28 August 2025 (the “Appealed Decision”).
5. In the Appealed Decision, the RFU Appeals Committee dismissed the appeal filed by the Appellant on 24 July 2025 against the decision of the RFU Ethics Committee dated 3 July 2025 and communicated with its grounds on 21 July 2025. The RFU Appeals Committee found that the Player had committed a violation of Article 18 (1) of the RFU Ethics Regulations in that he was involved in indirect betting and imposed a sanction in the form of a ban on engaging in any football-related activity for a period of four (4) years, consisting of one (1) year of effective suspension and three (3) years of suspended sanction to apply following the expiry of the effective suspension period. Accordingly, the RFU Appeals Committee upheld the decision of the RFU Ethics Committee and confirmed the sanction.
6. In these proceedings, the Appellant is challenging the Appealed Decision and requests the Court of Arbitration for Sport (the “CAS”) to declare that the Appealed Decision is set aside, whereas the Respondent seeks confirmation of the Appealed Decision.

III. FACTUAL BACKGROUND

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

A. Background Facts

8. On 6 January 2023, the Player entered into an employment agreement with Joint Stock Company Professional Football Club Krylia Sovetov (“PFC Krylia Sovetov”), valid as from 6 January 2023 until 31 May 2026.

9. On 15 August 2024, Limited Liability Company Football Club Sochi (“FC Sochi”) and PFC Krylia Sovetov concluded a transfer agreement pursuant to which the Player was transferred to FC Sochi on a loan basis for the period from 16 August 2024 to 30 June 2025.
10. On 16 August 2024, the Player entered into an employment agreement with FC Sochi, valid for the sporting season 2024/2025.
11. On 28 May 2025, the first leg of a promotion/relegation play-off tie between FC Sochi and the Russian football club FC Pari Nizhny Novgorod (“FC Pari NN”) took place (the “Match”). The outcome of the two-legged tie would determine whether the clubs concerned would participate in the Russian Premier League (“RPL”) or the Russian (second) Football National League (“FNL”) in the subsequent season. At the time, FC Sochi competed in the FNL, whereas FC Pari NN participated in the RPL.
12. In the 35th minute of the Match, the Player committed a violation of the Laws of the Game and was consequently, following the intervention of VAR, shown a red card by the referee. At that point, the score was 1-0 in favour of FC Sochi. The Match ended with a score of 2-1 in favour of FC Pari NN.
13. On 6 June 2025, the RFU Game Protection Department (the “RFU GPD”) received a signal alleging potential direct or indirect influence by the Player on the outcome of the Match. On that basis, the RFU GPD, as an investigative body of the RFU, initiated an internal investigation.
14. On 16 June 2025, the RFU GPD sent a letter to FC Sochi, requesting that the Player appear at the RFU Office in order to provide an explanation.
15. On 17 June 2025, the RFU GPD sent a formal request to the bookmaker BetCity, seeking information concerning bets placed in relation to the Match by the Player and by a registered client of BetCity, Abramov V.V. (“Abramov”). The request covered, *inter alia*, the full name and date of birth of the bettor, the timing and amount of each bet, the relevant sporting event, and any winnings obtained.
16. On 18 June 2025, BetCity provided the requested information to the RFU GPD. According to the data supplied, Abramov had placed fourteen (14) bets on various outcomes related to the Match, for a total amount of RUB 4,351,250. BetCity further reported that it had identified a connection between Abramov and the Player.
17. On the same date, the RFU GPD interrogated the Player. During this hearing, the Player confirmed that he maintained a friendly relationship with Abramov and that he had transferred amounts totalling RUB 4,000,000 to Abramov prior to the Match.
18. On 25 June 2025, FC Sochi notified the Player of the termination of his employment contract. The notice reads as follows:

“We inform you that employment contract No. 85/24 dated August 16, 2024, concluded between you and the Limited Liability Company FOOTBALL CLUB

SOCHI (LLC FC SOCHI), will be terminated on June 30, 2025, due to the expiration of its term on the basis of paragraph 2 of part one of Article 77 of the Labor Code of the Russian Federation.”

B. Proceedings before the RFU Ethics Committee

19. On 24 June 2025, the RFU General Secretary submitted a request to the Chairman of the RFU Ethics Committee to assess and evaluate the actions of the Player in view of potential violations of the RFU Ethics Regulations.
20. On 3 July 2025, the RFU Ethics Committee rendered a decision, imposing an unconditional suspension of one (1) year on the Player. The operative part of the decision reads as follows:

“1. In connection with the violations of Article 18 of the RFU Ethics Regulations committed by football player Vladimir Vasilyevich Pisarskii in accordance with Art. 4 of the RFU Ethics Regulations, to apply to football player Vladimir Vasilyevich Pisarskii a sanction in the form of a ban on any football-related activity for a period of 4 (years), of which 1 (one) year, starting from the date of the decision, the real ban, and 3 (three) years – a conditional sports sanction after the expiration of the real ban. To establish a probationary period of 2 (two) years for football player Vladimir Vasilyevich Pisarskii.

2. In accordance with paragraph 1. Of Article 45. Of the RFU Ethics Regulations, the decision of the Ethics Committee may be appealed by the interested party to the RFU Appeals Committee within three business days from the date of receipt of the full text of the decision.”

21. On 7 July 2025, the Player requested the reasoning of the decision from the RFU Ethics Committee, in accordance with paragraph 5 of Article 42 of the RFU Ethics Regulations.
22. On 21 July 2025, the RFU Ethics Committee provided the Player with the grounds of its decision.

C. Proceedings before the RFU Appeals Committee

23. On 24 July 2025, the Player lodged an appeal against the decision of the RFU Ethics Committee with the RFU Appeals Committee.
24. On 7 August 2025, the RFU Appeals Committee dismissed the Player’s appeal and upheld the decision of the RFU Ethics Committee, thereby confirming the suspension of the Player. This decision (previously defined as the “Appealed Decision”) forms the subject of the present proceedings before the CAS. The operative part of the Appealed Decision reads as follows:

“1. To reject the appeal of Pisarskii V.V against the decision of the RFU Ethics Committee No. 016-25/E of 3 July 2025.

2. To leave the decision of the RFU Ethics Committee NO. 016-25/E of 03 July 2025 regarding Pisarskii V.V. in force.

3. The appeal fee is non-refundable to the appellant.”

25. On 12 August 2025, the Player requested the reasoning of the Appealed Decision from the RFU Appeals Committee, pursuant to Article 74 (1) of the RFU Disciplinary Regulations.
26. On 28 August 2025, the RFU Appeals Committee provided the grounds of the Appealed Decision to the Player.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

27. On 18 September 2025, the Appellant filed a Statement of Appeal with the CAS against the Respondent with respect to the Appealed Decision, in accordance with Article R47 and R48 of the 2025 edition of the CAS Code of Sports-related Arbitration (the “CAS Code”).
28. On 24 September 2025, the CAS Court Office acknowledged receipt of the Appellant’s Statement of Appeal.
29. On 26 September 2025, the Respondent nominated Mr Siarhei Ilyich, Attorney-at-Law, in Minsk, Belarus, as arbitrator.
30. On 12 October 2025, the Appellant nominated His Honour James Robert Reid KC, Retired Judge in Liss, United Kingdom, as arbitrator.
31. On 2 November 2025, the Appellant filed his Appeal Brief in accordance with Article R51 CAS Code.
32. On 3 November 2025, the CAS Court Office acknowledged receipt of the Appellant’s Appeal Brief and invited the Respondent to file its Answer within twenty (20) days.
33. On 11 November 2025, the Appellant filed a request for provisional measures pursuant to Article R37 of the CAS Code. The Appellant requested a stay of the execution of the sanction imposed on the Player by the RFU Ethics Committee and confirmed by the RFU Appeals Committee in the Appealed Decision.
34. On the same date, the CAS Court Office invited the Respondent to file its position on the Appellant’s request for provisional measures.
35. On 20 November 2025, the Respondent filed its position opposing the Appellant’s request for provisional measures.

36. On 10 December 2025, the Appellant submitted a reply to the Respondent's position on the Appellant's request for provisional measures.
37. On 11 December 2025, pursuant to Article R54 CAS Code, the CAS Court Office informed the Parties on behalf of the Deputy President of the CAS Appeals Arbitration Division that the arbitral tribunal for the present matter was constituted by:
 - Mr Frans de Weger, Attorney-at-Law in Haarlem, The Netherlands;
 - His Honour James Robert Reid KC, Retired Judge in Liss, United Kingdom;
 - Mr Siarhei Ilyich, Attorney-at-Law in Minsk, Belarus, as arbitrators.
38. On 18 December 2025, the Panel issued the Operative part of the Order on Request for Provisional Measures, dismissing the Appellant's application.
39. On 19 December 2025, the Respondent filed its Answer in accordance with Article R55 CAS Code.
40. On 5 January 2026, the Respondent indicated its preference for a hearing to be held and requested a case management conference ("CMC").
41. On 6 January 2026, the Appellant informed the CAS Court Office that he considered it necessary for both a hearing and a CMC to be held.
42. On 26 January 2026, the CAS Court Office, on behalf of the Panel, issued the reasoned Order on the Appellant's Request for Provisional Measures.
43. On the same date, the CAS Court Office informed the Parties, that the Appellant's requests to hear an anonymous witness, as well as the outstanding evidentiary request, were rejected by the Panel. The Panel indicated that the reasoning for this decision would be fully addressed in the arbitral award.
44. On 29 January 2026, the CAS Court Office invited the Parties to attend a CMC, to be held by videoconference on 6 February 2026.
45. On 6 February 2026, the CMC was held.
46. During the CMC, the Appellant requested clarification regarding the Respondent's reference to Clause 5 of the RFU Ethics Regulations in its reply. In addition, the Appellant alleged that there were shortcomings regarding the translation of Annex 6 of the Answer and a request concerning the job description of certain RFU GPD employees.
47. On 11 February 2026, the CAS Court Office, on behalf of the Panel, invited the Respondent to address these requests, including full disclosure of the duties set out in the job description of the employee related to paragraphs 59/60 of the Answer.
48. On 27 February 2026, after a granted extension, the Respondent provided clarification regarding the Respondent's reference to Clause 5 of the RFU Ethics Regulations and

the alleged shortcomings regarding the translation of Annex 6 of the Answer. The Respondent offered to provide the video recording of the hearing before the RFU. Further to this, the Respondent provided the job description of the RFU GPD employee.

49. On 2 March 2026, the CAS Court Office invited the Parties to attend a hearing, to be held by videoconference on 8 April 2026.
50. On 10 March 2026, the CAS Court Office invited the Appellant to provide written observations regarding any comments the Appellant may have in relation to the job description as provided by the Respondent, his position or observations concerning Article 28 of the RFU Ethics Regulations and any comments regarding the transcript and the related request for video recording.
51. On 16 March 2026, the CAS Court Office acknowledged receipt of the Appellant's signed Order of Procedure.
52. On 17 March 2026, the CAS Court Office acknowledged receipt of the Respondent's signed Order of Procedure as well as the Appellant's comments regarding the Respondent's clarification as to Clause 5 of the RFU Ethics Regulations, the alleged shortcomings regarding the translation of Annex 6 of the Answer and the job description of the RFU GPD employee as was provided by the Respondent. The Appellant informed the CAS Court Office that it was not necessary for the Appellant to be provided with the video recording.
53. On 20 March 2026, the CAS Court Office informed the Parties that they would have the opportunity to further address the issues in relation to the job description as provided by the Respondent, Article 28 of the RFU Ethics Regulations as well as to the transcript. Further to this, it was confirmed that the Respondent's offer to provide a video recording was not necessary and, consequently, the Parties were informed that the Panel did not require the production of the video recording.
54. On 8 April 2026, a hearing was held by videoconference. In addition to the Panel and Mr Andrés Redondo Oshur, Counsel to the CAS, the following persons attended the hearing:
 - a) For the Appellant:
 - 1) Mr Vladimir Pisarskii, the Player;
 - 2) Mr Anton Smirnov, Counsel;
 - 3) Mr Maksim Sidorov, Interpreter;
 - 4) Mr Vitaly Abramov, Witness;
 - 5) Mr Dmitry Zhelanov, Witness; and
 - 6) Mr Nikita Zazulin, Witness.
 - b) For the Respondent:

1) Ms Ani Gevorgyan, Counsel.

55. At the outset of the hearing, the Appellant informed the Panel that Mr Roberto Moreno, who was initially listed as one of the witnesses, was not going to be heard as witness. Similarly, during the hearing, the Appellant withdrew his request to hear Mr Bogdan Zburovskii.
56. The Parties were given full opportunity to present their cases, submit their arguments and answer the questions posed by the Panel.
57. Before the hearing was concluded, the Parties expressly stated that they had no objection to the procedure adopted by the Panel and that their right to be heard had been respected.

V. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

58. The following outline of the Parties' positions is illustrative only and does not necessarily comprise every submission advanced. The Panel, however, confirms that it carefully heard and took into account in its decision all the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral award.

A. The Appellant

59. The Appellant's submissions, in essence, may be summarised as follows:
- The Player did not violate Article 18 of the RFU Ethics Regulations. In this regard, the only alleged evidence consists of the Player's transfer of money to Abramov. There is no further evidence of the Player's involvement in any wrongdoing in the case file. Nevertheless, the RFU Appeals Committee considered that the Player's guilt was established beyond doubt. The Player strongly contests this conclusion.
 - The Appeals Committee failed to substantiate its conclusion that the Player knew the funds would be used for betting. The case file contains no evidence supporting this assertion. On the contrary, the documentation submitted by the Player, including correspondence between Abramov and his mother, indicates the opposite. At the time of the transfer on 28 May 2025, the Player had no reason to believe that the funds would be used for betting rather than debt repayment.
 - The RFU Appeals Committee correctly referred to the "comfortable satisfaction" standard of proof. However, this standard must primarily be met by the national association, which bears the burden of proving the Player's guilt. By contrast, the Player is only required to meet the "balance of probabilities" standard.

- The CAS jurisprudence on the application of standards of proof in comparable cases is extensive and well known to the Panel. By way of example, in CAS 2021/A/8453 it was held that the burden of proof regarding a player's alleged involvement in match-fixing lies with the sanctioning authority, and that the applicable standard is that of comfortable satisfaction. In reaching such satisfaction, CAS panels must take into account the seriousness of the allegation, requiring a high degree of confidence in the quality of the evidence.
- In casu, even if it cannot be excluded that a match was manipulated, this alone does not constitute a sufficient basis to conclude that a player participating in such a match is automatically involved in the manipulation or has otherwise breached the principles of fairness. Accordingly, the practice referred to by the RFU Appeals Committee in paragraph 57 does not relieve the national association of its obligation to establish the Player's guilt to the comfortable satisfaction standard.
- Even assuming that the proceedings were spontaneous rather than premeditated, the timing – namely the penultimate match of the season – suggests a strategic decision to initiate proceedings against the Player. The club had previously relied extensively on the Player, who made a significant contribution to its promotion to the RPL, despite a weaker performance in the spring. It is precisely this decline in performance, combined with the sending-off in the Match and information received from BetCity, that appears to have triggered coordinated action between the club and the RFU. In light of these facts and circumstances, the Player's position regarding the existence of a coordinated effort against him is, at the very least, credible.
- It must be acknowledged that the RFU GPD and the RFU Ethics Committee also committed numerous procedural violations. The period between the application to the RFU Ethics Committee on 24 June 2025 and the final meeting on 3 July 2025 spans only eight days. Such an expedited handling of a complex and extensive case is highly unusual and virtually unprecedented in the practice of RFU jurisdictional bodies and other national associations.
- Additionally, the apparent disregard for applicable regulatory norms in the presence of the Player's representatives is indicative of a broader failure to ensure due process. Moreover, the RFU Appeals Committee did not establish what actions were taken by the RFU GPD and the RFU Ethics Committee in the absence of the Player's representatives – an issue that remains undisputed.
- The assertion in paragraph 81 of the Appealed Decision is also incorrect. The Player advanced numerous arguments and supporting evidence with respect to his innocence as to the alleged indirect betting, including a polygraph test, however, these arguments were not properly assessed by the RFU jurisdictional bodies.

- The RFU GPD and the jurisdictional bodies have failed to explain how the Player could realistically prove his innocence in a case concerning alleged indirect participation in betting. While direct betting activity may be objectively verifiable, establishing indirect participation requires clear and convincing evidence, which is absent in the present case.
- In this context, a polygraph test conducted under the supervision of the RFU GPD or the RFU Ethics Committee could have served as an additional evidentiary tool.
- Since the CAS Panel is considering the case *de novo*, the Player expects that all aspects which were disregarded, unverified, or insufficiently investigated by the RFU GPD, the RFU Ethics Committee, and the Appeals Committee will now be assessed thoroughly and objectively.
- This case appears to be the first instance in RFU history in which sanctions have been imposed for alleged indirect participation in betting. Previous cases have consistently concerned direct participation and resulted in less severe sanctions. The present case is therefore unprecedented and underscores the disproportionate nature of the sanction imposed.
- In particular, the Player disputes the interpretation adopted in paragraph 89 of the Appealed Decision, whereby “participation” is said to include indirect participation. In the Player’s view, direct and indirect participation in betting are fundamentally distinct concepts and cannot be equated. In any event, the Player maintains that he did not engage in indirect participation in betting.
- The Player refers to the Explanatory Dictionary of the State Language of the Russian Federation, approved by Order No. 1102-r of 30 April 2025, for the definition of “activity,” which forms part of the concept of participation. Given that “participation” entails “joint activity with others,” and that “activity” is defined as a process aimed at achieving a specific goal, the qualification of indirect participation requires that the Player’s actions be directed towards a shared objective. In this case, such a shared objective would have been the placing of bets together with Abramov.
- However, when the Player transferred money to Abramov, he was unaware that Abramov intended to use the funds for betting purposes. The purpose of the transfer was solely to assist a friend in repaying debts. Only subsequently did Abramov inform the Player of his intention to place bets. The decision on how to use the funds rested exclusively with Abramov. The Player’s objective was never to engage in betting, as confirmed by the case file.
- The Player merely sought to assist a friend facing severe financial difficulties, exacerbated by family circumstances, including his mother’s situation. The Player acted without any intent to commit wrongdoing. The only regret he

expresses is that he did not postpone or decline Abramov's request in order to focus on his professional obligations.

- Finally, the proportionality of the sanction must be assessed by the CAS Panel in light of the Player's personal and professional circumstances. At 29 years of age, with limited remaining years in his career, and as the sole provider for his family, including a newborn child and a mother suffering from cancer, the imposition of a one-year suspension – based on an unprecedented and questionable interpretation of Article 18 of the RFU Ethics Regulations – amounts to a disproportionate and unjust sanction. In practical terms, it risks bringing the Player's professional career to an end.

60. On this basis, the Appellant submitted the following requests for relief in his Appeal Brief:

"1. The Player's appeal is admissible.

2. The appeal filed by the Player is upheld.

3. The Decision of RFU Appeals Committee N° 07/2025 of 07 August 2025 and the Decision of RFU Ethics Committee N° 016-25/E of 03 July 2025 are set aside.

4. The costs of the proceedings shall be borne by the RFU."

B. The Respondent

61. The Respondent's submissions, in essence, may be summarised as follows:

- The Player violated the RFU Ethics Regulations (namely, paragraph 1 of Article 18). Article 18 of the RFU Ethics Regulations establishes the following:

"Article 18. Prohibition of participation in football betting and gambling

1. Football entities are prohibited from taking part, directly or indirectly, in betting, gambling, lotteries or similar activities related to football Matches or competitions and/or any ancillary football events.

2. Football entities are prohibited from having an interest, directly or indirectly (through or jointly with third parties), in organizations, companies, etc. that promote, broker, organize, or conduct betting, gambling, wagering, lotteries, or other similar events related to football Matches and competitions. For the purposes of this article, an interest is understood to mean obtaining any potential advantage personally for the football entity and/or for persons associated with it."

- Similar prohibitions are contained in the regulations of other football federations around the world. It demonstrates that both international and national football federations have a zero-tolerance policy towards betting, both directly and indirectly. This is a universal rule adhered to by the entire football community.
- As can be seen from the questionnaire of the RFU GPD, the Player confirmed that even before the Match he knew that Abramov was going to bet money on the Match with his participation: *“Question: Did you transfer funds to VV Abramov for betting in bookmakers on the Match between FC Sochi and FC Pari NN? Answer: I transferred VV Abramov funds to a Sberbank bank card in installations totalling 4 million Rubles on May 28, 2025 for the second time. half of the day. I also want to note that I asked Abramov VV for what purposes he needs such a sum of money. He said he was going to place bets on our Match . According to him, he was going to place bets on the passage of FC Pari NN based on the results of the two-Match confrontation. Later, I learned that he placed bets against FC “Sochi”; however, the specific outcomes and stake amounts are unknown to me. I had long been aware that Abramov V.V. had serious debt problems with banks and microfinance organizations due to gambling addiction, and therefore I often provided him with financial assistance. I emphasize that I did not ask Abramov V.V. to place bets on any outcomes of the match FC “Sochi” – FC “Pari NN” or any other matches involving me. All betting decisions were made independently by Abramov V.V.”.*
- The Player’s statements made during the RFU GPD interview constitute independent and highly significant evidence in the disciplinary proceedings. His acknowledgement of the transfer of funds, his awareness of their intended use, and his knowledge of the nature of the bets preclude any characterisation of his conduct as accidental or unconscious.
- Furthermore, during the hearing before the RFU Ethics Committee, both the Player and Abramov repeatedly confirmed that the Player had been informed about the Match on which Abramov intended to place bets. In these circumstances, neither the RFU Ethics Committee nor the RFU Appeals Committee had any basis to conclude that the Player lacked knowledge of his friend’s intentions. On the contrary, the evidence supports the conclusion that the Player was aware that the transferred funds would be used to place bets on a Match in which he participated.
- Additionally, Article 18(1) of the RFU Ethics Regulations is clear and unambiguous, requiring no further interpretation or recourse to analogy. It expressly prohibits not only direct participation in betting activities – where a stakeholder personally places bets – but also indirect participation, including situations where bets are placed by a third party with some form of involvement by the stakeholder. Accordingly, the notion of “indirect

participation” encompasses the Player’s financial contribution to Abramov’s betting activities.

- In paragraph 58 of the Appeal Brief, the Appellant himself acknowledges that, on the day of the Match, he did not prevent Abramov from placing bets due to time constraints, stating: “Since the Player was preparing for the Match, with just over an hour remaining before kick-off, he did not have time to argue with Abramov about his decision to place bets or to try to dissuade him”.
- Even if the Player’s arguments regarding the absence of intent to manipulate the Match or his alleged misunderstanding of the permissibility of his conduct were accepted, the established and undisputed facts – namely the transfer of funds, the Player’s awareness of their intended use, and his financial involvement in third-party betting – constitute a clear violation of Article 18(1) of the RFU Ethics Regulations.
- Moreover, the sanction imposed by the RFU Ethics Committee and upheld by the RFU Appeals Committee is both adequate and proportionate.
- The Player committed a serious disciplinary offence, as any form of prohibited betting is regarded as corrupt conduct in sport. The sanction serves a legitimate deterrent function: the Player is subject to an immediate suspension from football activities, combined with a longer-term deterrent effect through the conditional component of the sanction. This reflects the strict stance adopted against gambling-related violations by players.
- Accordingly, the decisions of the RFU judicial bodies are lawful, well-founded, and should be upheld.

62. The Respondent submitted the following requests for relief in its Answer:

1) In connection with the arguments stated above and based on the regulations of the RFU and FIFA, as well as the legislation of the Russian Federation, the Russian Football Union requests that the Appeal of V.V. Pisarskii be dismissed.

2) The decision of the RFU Appeals Committee dated August 7, 2025 remain in force.”

VI. JURISDICTION

63. Article R47 (1) of the CAS Code states that:

“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.”

64. As the Appealed Decision concerns a decision rendered by the RFU Appeals Committee, the Panel finds that in order to address the issue of jurisdiction, reference must be made to the statutes and regulations of RFU.

65. In this regard, the jurisdiction of the CAS, which is not disputed by the Respondent, derives from, e.g., Article 48 (1) RFU Ethics Regulations. This Article states:

“The decisions of the RFU Appeals Committee may be appealed to the Court of Arbitration for Sport (CAS), located in Lausanne.”

66. Art. 81 (4) RFU Disciplinary Regulations further provides:

“The decisions of the RFU Appeals Committee, and in cases provided for by these Regulations also the decision of the disciplinary bodies of the Interregional Organizations and the RFU Control and Disciplinary Committee, may be appealed to the Court of Arbitration for Sport in Lausanne (Switzerland) within 21 days from the date of receipt of the full decision in accordance with Part 1 of Article 74 of these Regulations.”

67. It follows that the CAS has jurisdiction to rule over the present matter.

VII. ADMISSIBILITY

68. Article R49 CAS Code provides as follows:

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

69. The Panel observes that Article 81 (4) RFU Disciplinary Regulations prescribes a time limit of twenty-one (21) days from the date of receipt of the full decision to lodge an appeal before the CAS.

70. In the present case, the grounds of the Appealed Decision were notified to the Appellant on 28 August 2025 and the Appellant filed his Statement of Appeal with the CAS on 18 September 2025. Accordingly, the appeal was filed within 21 days prescribed by Article 81 (4) RFU Disciplinary Regulations. Furthermore, the appeal complied with all other requirements of Article R48 CAS Code.

71. Consequently, it follows that the appeal is admissible.

VIII. APPLICABLE LAW

72. Article R58 CAS Code provides as follows:

“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. Considering the above, the Panel is satisfied that the dispute shall be decided primarily according to the statutes and various “applicable regulations” of the RFU. The subsidiarily applicable law, in so far as relevant, is the law of Russia, as the RFU has its registered seat in that country. Since the CAS has its seat in Lausanne, Switzerland, all procedural issues that may arise shall be dealt with in accordance with Swiss law.

IX. PRELIMINARY ISSUES

74. Before addressing the merits of the case, the Panel considers it necessary to first address the following preliminary issues that arose in the course of these proceedings:

- i) The language of the present CAS proceedings;
- ii) The admissibility of the witnesses submitted by the Appellant;
- iii) The evidentiary requests of the Appellant; and
- iv) The exclusion of evidence request by the Respondent.

75. The reasons for these decisions are set out in detail below.

i) *The language of the present CAS proceedings*

76. In his Statement of Appeal, the Appellant elected English as language of the proceedings. On 26 September 2025, the RFU objected to this choice and requested that Russian be designated as the language of the proceedings. In support of its position, the RFU submitted, *inter alia*, that a considerable number of Russian documents would need to be reviewed and that it considered it essential that this review be carried out accurately, which, in its view, could be impeded if the documents were translated. On the same date, the Appellant objected to the proceedings being conducted in Russian. The Appellant submitted, *inter alia*, that the RFU Ethics Regulations constituted the primary document in the case and that a properly translated version thereof had already been provided by the Appellant. The Appellant further noted that both Parties were able to conduct the proceedings in English and that, should either Party object to any particular translation, such objection could be raised in the course of the proceedings.
77. In this respect, and in view of the above positions, the Panel notes that Article R29 CAS Code provides that the language of the arbitration shall be one of the CAS working languages and that the proceedings shall be conducted in that language. Article R29 CAS Code further provides that “*the parties may request that a language other than*

French, English or Spanish be selected, provided that the Panel and the CAS Court Office agree”.

78. By means of its letter dated 7 December 2025, the CAS Court Office informed the Parties that the Panel had decided, pursuant to Article R29 CAS Code, that English would be the language of the present proceedings. The Panel observes that the majority of its members are not Russian speakers and thus considered it undesirable for the entirety of the case to be conducted through interpreters, as opposed to receiving certain evidence through interpreters and relying on translated documents where necessary. In the Panel’s view, and to avoid misunderstanding, the Parties’ right to a fair and transparent process is not infringed by the choice of English as the language of the proceedings.
79. In addition, the Panel notes that the Order of Procedure was later signed by the Parties and expressly provides as follows: *“In accordance with Article R29 of the Code, the language of this arbitration is English.”*
80. Accordingly, the Panel confirms that the present proceedings are conducted in English.
- ii) *The admissibility of the witnesses submitted by the Appellant*
81. In his Appeal Brief, the Appellant requested that the following witnesses be called: (i) Abramov, (ii) Mr Zburovskii Bogdan, (iii) Mr Zhelanov Dmitry, (iv) Mr Zazulin Nikita, (v) Mr Robert Moreno, (vi) Mr Sergey Novikov and (vii) an anonymous witness.
82. Article R44.1 provides that: *“in their written submissions the parties shall list the name(s) of any witnesses, whom they intend to call, including a brief summary of their expected testimony”*. The requirement of a brief summary of the witnesses’ expected testimony is first aimed at giving a CAS panel the necessary information to determine if the examination of a witness would be relevant and pertinent to the facts in dispute and thus to decide on his/her admissibility. Moreover, the requirement intends to guarantee the counterparty’s right of defence, so that it may have the necessary information to prepare the examination of the witness proposed (CAS 2017/A/4947).
83. In the present case, the Appellant identified in his Appeal Brief the names of the proposed witnesses, as well as their respective positions, further explained during the CMC. With regard to the anonymous witness, the Appellant stated that the witness did not wish to disclose his or her identity due to fear of negative repercussions arising from his or her testimony. The Panel considered that the Appellant’s initial request in the Appeal Brief was too generic. The Appellant did not provide sufficient reasons explaining the expected content of the witnesses’ testimony or why such testimony would be material to the outcome of the case. Accordingly, on 5 January 2026, the CAS Court Office invited the Appellant to clarify the substance of the proposed witness evidence. As regards the anonymous witness, the Appellant was further requested, in addition to providing a brief summary of the expected testimony, to

submit specific reasons demonstrating that disclosure of the witness's identity would give rise to a serious potential threat to the personal safety of the witness and/or his or her relatives. On 15 January 2026, the Appellant provided the brief summaries. Additionally, the Appellant requested a videoconference during which it would be prepared to disclose the identity of the anonymous witness and the information concerning the alleged threats, but only to the President of the Panel. The CAS Court Office informed the Parties that, pursuant to Article R31 of the CAS Code, as well as the principles of transparency and the right to be heard, all correspondence had to be submitted to the CAS Court Office and addressed to the entire Panel.

84. Against the above, the Panel notes that the starting point to determine the applicable law on matters of evidence is – for all international arbitrations having their seat in Switzerland – Art. 184.1 of the Private International Law Act (hereinafter referred to as “PILA”).
85. Art. 184.1 of the PILA provides that the Panel “*itself shall conduct the taking of evidence*”. The Panel considers that in keeping with this provision it is competent to decide whether or not a given evidence adduced by one of the parties is admissible or not (BERGER/KELLERHALS, *International and Domestic Arbitration in Switzerland*, 2nd ed, 2010, no 1205; POUDRET/BESSON, *Comparative Law on International Arbitration*, 2nd ed, 2007, no 643; KAUFMANN-KOHLER-RIGOZZI, *International Commercial Arbitration*, 2nd ed, 2010, no 478).

➤ *The anonymous witness*

86. The issue of the anonymous witness is linked to the right to a fair trial guaranteed under Article 6 of the Convention for the Protection of Human Rights and Fundamental Freedoms of the Council of Europe (hereinafter: the “ECHR”), notably the right for a person to examine or have examined witnesses testifying against him or her (Article 6.3 ECHR). As provided under Article 6.1 ECHR, this principle applies not only to criminal procedures but also to civil procedures.
87. The Panel is of the view that even though it is not bound directly by the provisions of the ECHR (cf. Art 1 ECHR), it should nevertheless account for their content within the framework of procedural public policy.
88. In addition, it is noteworthy that Article 29.2 of the Swiss Constitution guarantees the same rights, aimed at enabling a person to verify and discuss the facts alleged by a witness. Admitting anonymous witnesses potentially infringes upon both the right to be heard and the right to a fair trial of a party, since the personal data and record of a witness are important elements of information to have in hand when testing his/her credibility. Furthermore, it is a right of each party to assist in the taking of evidence and to be able to ask the witness questions (KuKo-ZPO/SCHMID, 2011, Art. 155 no. 4; BSK-ZPO/GUYAN, 2010, Art. 155 Rn. 14; WEIBEL/NÄGELI, in Sutter-Somm/Hasenböhler/Leuenberger, ZPO, 2011, Art. 155 no 13 and 173 no. 2).

89. However, not all encroachments on the right to be heard and to the right to a fair trial amount to a violation of those principles or of procedural public policy. In a decision dated 2 November 2006 (ATF 133 I 33), the Swiss Federal Tribunal decided (in the context of criminal proceedings) that the admission of anonymous witness statements does not necessarily violate the right to a fair trial as provided under Article 6 ECHR.
90. According to the Swiss Federal Tribunal, if the applicable procedural code provides for the possibility to prove facts by witness statements, it would infringe the principle of the court's power to assess the witness statements if a party was prevented from the outset from relying on anonymous witness statements. The Swiss Federal Tribunal stressed that the ECHR case law recognises the right of a party to use anonymous witness statements and to prevent the other party from cross-examining such witness if "*la sauvergarde d'intérêts dignes de protection*", notably the personal safety of the witness, requires it.
91. There is no doubt that the personality rights as well as the personal safety of a witness form part of his/her interests worthy of protection (CPC-SCHWEIZER, 2011, Art. 156 Rn. 6). However, according to the predominant view an abstract danger in relation to these interests is insufficient. Rather there must be a concrete or at least a likely danger in relation to the protected interests of the person concerned (DIKE-Komm-ZPO/LEU, 2011, Art. 156 Rn. 8). Furthermore, the measure ordered by the tribunal must be adequate and proportionate in relation to all interests concerned. The more detrimental the measure is to the procedural rights of a party the more concrete the threat to the protected interests of the witness must be.
92. With reference to the ECHR-cases Doorson, Van Mechelen and Krasniki (ECHR 26 March 1996, ECLI:CE:ECHR:1996:0326JUD002052492 (Doorson v. The Netherlands); ECHR 23 April 1997, ECLI:CE:ECHR:1997:0423JUD002136393 (Van Mechelen v. The Netherlands) ECHR 28 February 2006, ECLI:CE:ECHR:2006:0228JUD005127799 (Krasniki v. The Czech Republic); the Swiss Federal Court then noted that the use of anonymous witnesses, although admissible, was subject to strict conditions. The right to be heard and to a fair trial must be ensured through other means, namely by cross examination through "audiovisual protection" and by an in-depth check of the identity and the reputation of the anonymous witness by the court. Finally, the Swiss Federal Tribunal stressed that the ECHR and its own jurisprudence impose that the decision is not "solely or to a decisive extent" based on an anonymous witness statement. (CAS 2011/A/2384 & CAS 2011/A/2386; CAS 2009/A/1920).
93. Again referring to the ECHR jurisprudence, the Swiss Federal Tribunal concludes that (i) the witness must be concretely facing a risk of retaliations by the party he/she is testifying against if his/her identity was known; (ii) the witness must be questioned by the court itself which must check his/her identity and the reliability of his/her statements; and (iii) the witness must be cross-examined through an "audiovisual protection system".

94. By letter dated 26 January 2026, the CAS Court Office informed the Parties, on behalf of the Panel, that the Appellant's request to hear the anonymous witness had been rejected. Having regard to the criteria set out above, the Panel considered that the Appellant had not sufficiently demonstrated that the witness's interests worthy of protection were threatened to such an extent as to justify withholding the witness's identity entirely from the Respondent, thereby substantially limiting the Respondent's procedural rights, although the Respondent did not explicitly object to it.
95. What is more, as understood by the Panel, the anonymous witness was said to have knowledge of pressure allegedly exerted by FC Sochi and the RFU on employees of the RFU Game Protection Department and to be able to confirm the existence of collusion between FC Sochi and the RFU. In this respect, the Panel was not persuaded that such evidence, which appeared to be indirect in nature, was sufficiently relevant to the outcome of the present case. Even assuming that pressure had been exerted on the RFU GPD, a distinction must be drawn between that department, on the one hand, and the RFU Ethics Committee and RFU Appeals Committee, on the other. It was the RFU Ethics Committee that initially imposed the suspension, and that decision was subsequently confirmed on appeal by the RFU Appeals Committee. Accordingly, even if the anonymous witness were able to testify that pressure had been exerted on the RFU GPD, this would not establish that the RFU Appeals Committee was inhibited from or influenced in ruling as it did when confirming the first-instance decision. For this reason alone, the Panel considered that the witness should not be heard. This conclusion was further reinforced by the fact that the proposed witness was anonymous, which necessarily affects the weight that may be attached to such testimony and makes it more difficult for the Respondent to challenge it effectively.
96. Given the above circumstances, the Panel decided to deny the Appellant's request to hear such witness without the disclosure of his/her identity to the opposing party.
- *Sergey Novikov*
97. By letter dated 11 February 2026, the CAS Court Office informed the Parties that the Panel had also rejected the request to hear Mr Sergey Novikov as a witness.
98. The Panel considered that the reasons why FC Sochi decided not to renew the Appellant's employment contract, as well as the alleged conduct of the club in relation to the disciplinary proceedings and the alleged collusion with the RFU, were not relevant to the determination of the validity of the Appellant's suspension, even more so having in mind that this witness only started in his position as Chief Executive officer at FC Sochi as from 17 June 2025.
99. Moreover, so the Panel further notes, the Appellant did not establish, either in the relevant request or subsequently, why the proposed testimony would satisfy the requirement of evidentiary relevance, in particular in light of Article 18(1) of the RFU Ethics Regulations.

iii) The evidentiary request by the Appellant

100. In his Appeal Brief, the Appellant requested the CAS to order the Respondent to produce the “signal information” that allegedly served as the basis for initiating the investigation into the betting activities of Abramov and their alleged connection with the Appellant. In its Answer, the Respondent did not address this request. Accordingly, by letter dated 5 January 2026, the CAS Court Office invited the Respondent to comment on the Appellant’s request. The Respondent opposed the production of the requested information, submitting that such information was confidential. According to the Respondent, disclosure of the source and method by which the signal information was obtained could expose the person who provided the information to pressure and could affect his or her safety.
101. The Panel notes that Article R44.3 of the CAS Code provides as follows: “*A party may request the Panel to order the other party to produce documents in its custody or under its control. The party seeking such production shall demonstrate that such documents are likely to exist and to be relevant*”. The Panel further notes that the term “documents” within the meaning of this provision must be interpreted broadly (CAS 2018/A/5808) and may therefore also encompass the requested “signal information”. As follows from Article R44.3 of the CAS Code, however, one of the conditions for granting such a request is that the requested documents are likely to be relevant to the dispute, which the “signal information” is not.
102. On 26 January 2026, the CAS Court Office informed the Parties that the Panel had decided to reject the Appellant’s evidentiary request. Having reviewed the Appellant’s request, the Panel concluded that the Appellant had failed to establish that the requested “signal information” was relevant to the determination of the present case. In substance, the Panel does not consider the manner in which the relevant information reached the RFU to be decisive for the assessment of the case, if it is established that the Appellant was indirectly involved in betting on the Match. Moreover, the Appealed Decision was ultimately rendered by the RFU Appeals Committee that confirmed the decision of the RFU Ethics Committee imposing the suspension on the Appellant. Put differently, it was therefore not the RFU GPD that ultimately determined the Appellant’s disciplinary liability.
103. Consequently, the Appellant’s request is rejected.

iv) The exclusion of evidence request by the Respondent

104. In its Answer, the Respondent requested the CAS to exclude three items of evidence submitted by the Appellant, namely: (i) the witness statement of Abramov; (ii) the communications between Mr Anton Smirnov and Mr Yuri Nesterov; and (iii) the communications between Mr Anton Smirnov and Mr Andrey Orlov. The Respondent based this request primarily on the argument that this evidence was already available

- to the Appellant during the earlier proceedings before the RFU bodies, but had not been submitted at that stage. With regard to Abramov's witness statement, the Respondent further argued that the statement was allegedly not identical to Abramov's testimony before the RFU bodies and that it did not constitute an "affidavit", as it only contained the witness's signature and had not been notarised.
105. Pursuant to Article R57(3) of the CAS Code, "*the Panel has discretion to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered*". This provision grants the Panel discretion, but does not impose an obligation, to exclude evidence where the conditions set out therein are met. The provision is to be interpreted restrictively (RIGOZZI/HASLER, in Arroyo (ed.), *Arbitration in Switzerland*, 2nd ed., 2018, Art. 57 CAS Code, no. 11 et seq.) and is intended to apply only in cases where the party requesting the exclusion of evidence that was not submitted in the first-instance, non-arbitral proceedings establishes: not only (i) that the new evidence was already available or could reasonably have been discovered at first-instance level; but also (ii) that admitting the evidence would constitute an abuse of process (CAS 2022/A/9710; RIGOZZI/HASLER, in Arroyo (ed.), *Arbitration in Switzerland*, 2nd ed., 2018, Art. 57 CAS Code, no. 13).
106. By letter dated 5 January 2026, the CAS Court Office informed the Parties, on behalf of the Panel, that the Respondent's request to exclude these documents had been rejected. In light of the legal framework set out above, under which evidence should be excluded with restraint and only where there is a clear indication of abusive or inappropriate procedural conduct, the Panel finds that the Appellant did not withhold the evidence during the RFU proceedings in bad faith. Accordingly, the submission of the relevant evidence before the CAS does not constitute an abuse of process by the Appellant. Under these circumstances, considerations of fairness require the Panel to take this evidence into account in the present CAS proceedings.
107. The Panel will therefore examine the disputed issues on the basis of the submissions and evidence presented by the Appellant in this arbitration, irrespective of whether such evidence had previously been submitted to the RFU Ethics Committee or the RFU Appeals Committee.

X. PROCEDURAL ISSUES

108. In his submissions, the Appellant alleges irregularities during the investigation conducted by the RFU GPD, as well as during the proceedings before the RFU Ethics Committee and the RFU Appeal Committee, including alleged violations of the Appellant's right to be heard and right of defence.
109. In particular, the Appellant submits that the RFU jurisdictional bodies conducted the internal proceedings under pressure from the RFU and FC Sochi. The Appellant further argues that he was deprived of the opportunity to prove his innocence through i.e. a proper assessment of a polygraph test that he had undertaken on his own initiative. According to the Appellant, the RFU bodies wrongly attached no

evidentiary value to that test, even though, in his view, such tests are commonly used by the RFU bodies. In this context, the Appellant also alleges the existence of a conspiracy involving FC Sochi, the RFU Game Protection Department, RFU management and the RFU judicial bodies.

110. From the Appellant's various submissions, it is, however, not entirely clear what legal consequence the Appellant seeks to draw from these alleged procedural irregularities. On the one hand, the Appellant appears to suggest that the proceedings before the RFU bodies were affected by such serious defects that the Appealed Decision should be set aside on that basis alone, irrespective of the substantive question whether the alleged offence was committed. On the other hand, the Appellant does not formulate his position in those terms with complete clarity. In any event, the Appellant expressly stated that he expected all matters which, according to him, the RFU Game Protection Department, the RFU Ethics Committee and the RFU Appeal Committee had refused to see, request, verify or investigate to be assessed objectively and comprehensively by the Panel.

111. In this respect, the Panel emphasises at the outset that it hears the case *de novo*. According to Article R57 CAS Code, the CAS has full power to review the facts and the law. In this regard, as CAS appeals arbitration allows a full *de novo* hearing of the case, as set out above, with all due process guarantees, it cures any procedural defects or violations of the right to be heard, as stated in CAS 2009/A/1880-1881, paras 142, 146:

"[...] the CAS appeals arbitration allows a full de novo hearing of a case, with all due process guarantees, which can cure any procedural defects or violations of the right to be heard occurred during a federations (or other sports body's) internal procedure. [...] it is the duty of a CAS panel in an appeals arbitration procedure to make its independent determination of whether the Appellant's and Respondent's contentions are correct on the merits, not limiting itself to assessing the correctness of the previous procedure and decision".

112. The same approach has been followed, for instance, in other cases such as CAS 2003/O/486, para. 50:

"In general, complaints of violation of natural justice or the right to a fair hearing may be cured by virtue of the CAS hearing. Even if the initial "hearing" in a given case may have been insufficient, the deficiency may be remedied in CAS proceedings where the case is heard "de novo"."

(See also CAS 98/208 at para. 10; CAS 2006/A/1153 at para. 53; CAS 2008/A/1594 at para. 109; TAS 2008/A/1582 at para. 54; CAS 2008/A/1394 at para. 21; TAS 2009/A/1879 at para. 71).

113. In other words, even if a violation of the principle of due process occurred in prior proceedings, it may be cured by a full appeal to the CAS (CAS 94/129; CAS 98/211; CAS 2000/A/274; CAS 2000/A/281; CAS 2000/A/317; CAS 2002/A/378). In fact, the virtue of an appeal system which allows for a full rehearing before an appellate body is that issues relating to the fairness of the hearing before the tribunal of first instance “fade to the periphery” (CAS 98/211, citing Swiss doctrine and case law).
114. The Panel wishes to add that the Appellant has had (and used) the opportunity to bring the case before CAS, where all of the Appellant’s fundamental rights have been duly respected. In fact, at the end of the hearing, the Appellant’s counsel expressly confirmed that the Appellant had no objections in respect of his right to be heard and to be treated equally in the arbitration proceedings. Accordingly, even if any of the Appellant’s rights had been infringed upon in the prior proceedings – but without conceding that they had actually been infringed – the *de novo* proceedings before CAS, as mentioned before, would be deemed to have cured any such infringements. As a result, to the extent that the Appellant implicitly requested the Appealed Decision to be set aside on the basis of the alleged procedural violations, the Panel finds that such alleged violations are not suitable to lead to the setting aside of the Appealed Decision.
115. In conclusion, the Panel shall not further deal with the Appellant’s allegations regarding the way the proceedings were conducted before the RFU. The Panel will now proceed to rule on the merits of the case.

XI. MERITS

A. The Main Issues

116. The present procedure derives from the disciplinary proceedings that have been conducted by the disciplinary bodies of the RFU, which found that the Appellant had been involved in indirect betting and had therefore violated Article 18 (1) of the RFU Ethics Regulations. The Appellant was imposed a sanction in the form of a ban on engaging in any football-related activity for a period of four (4) years, consisting of one (1) year of effective suspension and three (3) years of suspended sanction to apply following the expiry of the effective suspension period. The Appealed Decision, in fact, is challenged by the Appellant and defended by the Respondent.
117. In essence, the Appellant submits that the Appealed Decision should be annulled, because he was never involved in indirect betting. According to the Appellant, the RFU failed to establish any such involvement. The Appellant therefore seeks to set aside the Appealed Decision. The Panel shall examine this issue below.

Ne ultra petita

118. As a preliminary matter, however, the Panel considers it important to note that, in the body of the Appeal Brief, the Appellant also advances certain arguments concerning

the alleged disproportionality of the sanction imposed on him, referring in that respect to CAS jurisprudence and to personal circumstances, including his age and the short duration of his professional career. For the sake of clarity, however, the Panel does not identify in the requests for relief contained in the Appeal Brief any specific subsidiary request asking the Panel, should it find that the violation was established, to reduce or otherwise moderate the sanction imposed on the Appellant. The Appellant only requested that the decision of the RFU Ethics Committee and the Appealed Decision be set aside, without formulating any separate request for a reduction of the sanction.

119. Without prejudice to Article R57 CAS Code, which confers CAS with the full power to review the facts and the law of the case, CAS panels are nonetheless bound to the limits of the parties' motions, since the arbitral nature of the proceedings obliges the CAS panels to decide all claims submitted by the parties and, at the same time, prevents CAS panels from granting more than the parties are asking by submitting their requests for relief to the CAS, according to the principle of *ne ultra petita* (CAS 2016/A/4384; 2021/A/8334).
120. For the sake of completeness, the Panel is aware of the fact that, according to Swiss doctrine and case law, a judicial body may be authorized to adjudicate also on "implicit requests", i.e. on requests other than that expressly submitted which may be considered as virtually "contained" or "included" in the latter or implicitly formulated: "*Dans certains cas, la loi ou la jurisprudence autorisent le juge à statuer sur la base de conclusions implicites, pour autant que les faits qui les justifient aient été allégués et les moyens de preuve offerts régulièrement et en temps utile (cf. infra N 1316 ss). Ces conclusions sont implicites en ce sens que, sans être formellement exprimées, elles sont virtuellement contenues dans celles qui le sont et peuvent en être tirées par déduction*" (HOHL F., Procédure civile, Tome I, Introduction et théorie générale, 2e éd., Berne 2016, para. 1200).
121. The above may be translated into English as follows: "*In certain cases, a statute or case-law authorises a court to decide on the basis of implicit prayers of relief, provided that the facts justifying them have been alleged and the evidence offered regularly and on time (cf. infra N 1316 et seq.). Such prayers of relief are implicit in the sense that, without being formally expressed, they are virtually contained in those that are stated and can be drawn from them by deduction*".
122. However, the Panel believes that unspoken requests may be considered "virtually contained" in other requests which were expressly formulated, only provided that they are connected with each other by the same grounds, namely, by the same reasons in fact and in law (so that the main legal issue to be resolved by the adjudicator is the same). Otherwise, the principle of *ne ultra petita* would be circumvented. In the present case the majority of the Panel notes that the relevant requests for relief submitted in the Appeal Brief (the annulment of the decision of the RFU Ethics Committee and the Appealed Decision in its entirety) are grounded on the assumption that the Appellant did not participate in indirect betting, while the unspoken request (the

disproportionality and thus the reduction of the sanction awarded to the Appellant) is clearly based on the opposite assumption (i.e. that the Appellant committed the breach).

123. The majority of the Panel considers that in these circumstances the Appellant cannot properly contend that the request for a reduction or moderation of the penalty on the ground of disproportionality is implicitly contained in the expressed relief sought and being bound by the principle of *ne ultra petita*, the Panel cannot examine the alleged disproportionality of the sanction as a subsidiary basis for relief.

B. Based on the evidence available in this case, is the Appellant to be found guilty of indirect betting?

124. The Panel considers it necessary to first determine the burden of proof and the standard of proof applicable to the present matter.

Burden and standard of proof

125. The Panel emphasises that, in principle, the burden and standard of proof are to be determined in accordance with the rules of law governing the merits of the dispute. As set out above, the *lex causae* in the present matter consists primarily of the relevant RFU regulations, in particular the RFU Ethics Regulations and the RFU Disciplinary Regulations, and subsidiarily Swiss law. However, the RFU Ethics Regulations and the RFU Disciplinary Regulations do not define the applicable standard of proof.

126. As to the burden of proof, the Panel further notes that Article 8 of the Swiss Civil Code provides as follows:

“Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives right from that fact”.

127. In the present case, the RFU alleges that the Appellant participated in indirect betting. Accordingly, the burden of proving the Appellant’s alleged involvement in indirect betting lies with the RFU. This is also consistent with settled CAS jurisprudence in disciplinary matters, according to which the burden of proof lies with the regulatory body respectively national association bringing the charge (see, e.g., CAS 2009/A/1920).

128. In this respect, the Panel agrees with the Appellant that the RFU Appeals Committee erred insofar as it placed on the Player the burden of proving the absence of a violation. To the extent that the Appealed Decision suggests that the Appellant was required to prove that he had not violated Article 18 (1) of the RFU Ethics Regulations, such approach is incorrect. The applicable standard must be met by the national association, which bears the burden of proving the Player’s guilt. It is therefore for the Respondent to prove that the Appellant committed a violation of Article 18(1) of the RFU Ethics Regulations.

129. Having determined the burden of proof, the Panel must next consider the applicable standard of proof. At the outset, the Panel observes that it was not disputed by the Parties that the applicable standard is that of “comfortable satisfaction”. Although the RFU regulations are silent on the standard of proof, the present case concerns a disciplinary matter, and the appropriate standard is therefore comfortable satisfaction. The standard of comfortable satisfaction has been consistently applied in CAS jurisprudence concerning disciplinary matters of this kind, including betting-related cases, as the Appellant himself recognises by referring to CAS 2021/A/8453 and CAS 2009/A/1920. It has been defined as a standard greater than a mere balance of probabilities, but lower than proof beyond a reasonable doubt (CAS 2014/A/3625, paras. 131-132, with further references to CAS 2009/A/1920, CAS 2013/A/3258, CAS 2010/A/2267 and CAS 2010/A/2172).
130. CAS jurisprudence has further established that, in determining whether it is comfortably satisfied, a panel must bear in mind “the seriousness of the allegation which is made” (CAS 2014/A/3625, para. 132, with further reference to CAS 2005/A/908 and CAS 2009/A/1902).

Applying those principles, the Panel holds that the standard of “comfortable satisfaction” is greater than a mere “balance of probabilities” but is less than proof “beyond a reasonable doubt”, and bears in mind that in determining whether it is comfortably satisfied it must look at the seriousness of the offence alleged.

Positions of the Parties

131. The Panel notes that the RFU relies on several categories of evidence in support of the Appealed Decision. The RFU submits that the Appellant indirectly participated in prohibited betting and thereby violated Article 18(1) of the RFU Ethics Regulations. According to the RFU, the evidence shows that the Appellant knew that the funds he transferred to Abramov on 28 May 2025 would be used by Abramov for betting activities prohibited under the applicable regulations, including bets on a match in which the Appellant participated. The RFU contends that this was not an isolated incident, but rather a scenario that Abramov had allegedly implemented repeatedly in the past using funds received from the Appellant with the latter’s tacit consent. The RFU further submits that, even if the Appellant’s arguments concerning the absence of any intent to manipulate the result of the Match, or his alleged misunderstanding as to the permissibility of his conduct, were accepted, the established and uncontested facts are sufficient to constitute a violation of Article 18(1) of the RFU Ethics Regulations. In particular, the RFU relies on the transfer of funds and the Appellant’s alleged awareness of the purpose for which those funds would be used.
132. The Appellant, by contrast, submits that he did not commit any violation of Article 18 of the RFU Ethics Regulations and that the case file contains no evidence establishing his guilt under that provision. According to the Appellant, at the time he transferred money to Abramov, he did not know that Abramov intended to place any bets on football events, let alone on the Match played on 28 May 2025. The Appellant

informed both the RFU GPD and the RFU Ethics Committee that the money transferred to Abramov was a loan intended to enable Abramov to satisfy his financial obligations or debts. The Appellant submits that only after Abramov had received the money did Abramov inform him of his intention to use it to place a bet on a match involving the Appellant.

Findings of the Panel

133. Having taken into account the Parties' submissions and the evidence on file, the Panel agrees with the RFU jurisdictional bodies and is comfortably satisfied that the Player was engaged in indirect betting in the meaning of Article 18 (1) of the RFU Ethics Regulations. The reasons leading the Panel to this conclusion are set out below.
134. The Panel begins its analysis with Article 18 (1) of the RFU Ethics Regulations, which formed the basis for the decisions of the RFU Ethics Committee and the RFU Appeals Committee. Article 18 (1) of the RFU Ethics Regulations provides as follows:

"Article 18. Ban on participation in football betting and gambling

1. football entities are prohibited from taking part, directly or indirectly, in betting, gambling, lotteries or similar activities related to football matches or competitions and/or any accompanying football events."

135. In this regard, the RFU Appeals Committee held that, for the purposes of Article 18, "participation" means "joint activity with others". On that basis, the RFU Appeals Committee concluded that Article 18 (1) is clear and does not require further interpretation or application by analogy. The RFU Appeals Committee decided that such provision prohibits not only direct participation in betting, where a football entity itself places a bet or pursues a specific purpose such as making a profit, but also indirect participation, where the bet is placed by another person with some form of involvement of the football entity. The Panel agrees with that interpretation. In the Panel's view, "indirect participation" within the meaning of Article 18 (1) of the RFU Ethics Regulations includes indirect financial participation by a football player in bets placed by another person on a football match falling under the auspices of the RFU.
136. In light of the above, the Panel notes, as a starting point, that it is undisputed that on 28 May 2025, the day of the Match, the Appellant transferred in several tranches RUB 4,000,000 to Abramov. It is further undisputed that Abramov subsequently used those funds to place bets on the Match in which the Appellant was involved. The Appellant therefore provided funds which were in fact used by Abramov to bet on the Appellant's own Match. Moreover, both before the RFU jurisdictional bodies and at the CAS hearing, the Appellant acknowledged that Abramov had informed him, after requesting the loan, that he intended to place bets on the Match. This is also reflected in the Appeal Brief and in Abramov's witness statement. At the same time, the Panel is mindful of the Appellant's assertion that he was informed by Abramov about the possible betting only after the funds had been transferred by the Appellant to

Abramov. Still, so the Panel notes, it is undisputed that such information was provided by Abramov to the Appellant before the Match started. In other words, so the Panel notes, prior to the Match, the Appellant knew that Abramov might use the funds lent to him earlier that day to bet on a match in which the Player himself was playing. This is not disputed.

137. This is further supported by earlier statements during the investigation of the RFU GPD, which indicate that the Appellant was informed that the funds could be used for betting on the Match: *Question: Did you transfer funds to VV Abramov for betting in bookmakers on the Match between FC Sochi and FC Paris NN? Answer: I transferred VV Abramov funds to a Sberbank bank card in installments totalling 4 million Rubles on May 28, 2025 for the second time. half of the day. I also want to note that I asked Abramov VV for what purposes he needs such a sum of money. He said he was going to place bets on our Match. According to him, he was going to place bets on the passage of FC Pari NN based on the results of the two-Match confrontation. Later, I learned that he placed bets against FC "Sochi"; however, the specific outcomes and stake amounts are unknown to me. I had long been aware that Abramov V.V. had serious debt problems with banks and microfinance organizations due to gambling addiction, and therefore I often provided him with financial assistance. I emphasize that I did not ask Abramov V.V. to place bets on any outcomes of the match FC "Sochi" – FC "Pari NN" or any other matches involving me. All betting decisions were made independently by Abramov V.V."* This statement may thus be understood as a direct acknowledgment by the Player that he was informed of the intended use of the funds.
138. The Panel further notes that Abramov did not state, before the Match started, that he had expressly confirmed to the Player that he would bet on the Player's Match, but rather that he might do so. However, in light of the Player's knowledge of Abramov's gambling addiction and considering the previous occasions on which Abramov had deceived the Player when borrowing money – facts which are undisputed, were confirmed during the hearing, and are also apparent from the Appeal Brief – the Player must have been aware of the obvious risk that Abramov would use the funds for betting purposes. This is particularly so given the circumstances in which and the time at which the loan was made. There was no evidence to suggest that Abramov's need for the money was so urgent that it could not wait until after the Match. The Player transferred a substantial amount of money to Abramov on the very day of the Match, despite knowing that Abramov had a serious gambling addiction, had previously broken promises to stop gambling, had deceived the Player in the past several times, and had failed to repay earlier loans. This, in combination and recalling that Abramov had informed the Player before the Match that he might bet on the Player's Match, does not speak in favour of the Player, to say the least. Under those circumstances, the Panel finds that the risk was not remote or speculative; it was clear, immediate and foreseeable. On any view, so the Panel finds, the Player acted recklessly in lending money to Abramov under those circumstances. Had the Player genuinely wished to assist Abramov with alleged creditor payments, he could have arranged for payment to be made directly to those creditors. Instead, he transferred

the funds directly to Abramov, notwithstanding the obvious likelihood that the money would be used for betting on a match in which the Player was involved. The Player's conduct goes beyond negligence and reaches the level of conscious risk acceptance which can be characterised as indirect participation in the meaning of Article 18 of the RFU Ethics Regulations.

139. This assessment is also supported by the particularly high degree of caution and awareness that could reasonably be expected from the Player as an experienced professional football player, especially in light of his contractual obligations. In particular, the Player was subject to obligations not to participate in betting activities, to avoid conflicts of interest, and to inform the club of relevant circumstances. These obligations further reinforce the conclusion that the Player did not act with due diligence. He was required to exercise particular caution in circumstances capable of compromising the integrity of football competitions. In failing to do so, the Player assumed the risk of indirectly participating in betting within the meaning of Article 18 (1) of the RFU Ethics Regulations.
140. The Panel does not accept the Appellant's argument that, because the Appellant was preparing for the Match and only slightly more than one hour remained before kick-off, he had no time to argue with Abramov about his decision to place bets or to dissuade him from doing so. Once the Appellant became aware that Abramov intended, or might intend, to use the Appellant's money to bet on the Appellant's own Match, he should, at the very least, have sought to prevent Abramov from doing so or otherwise taken appropriate steps to distance himself from such conduct. In this respect, the Panel notes that, in his own submissions, the Appellant also expresses sincere regret and acknowledges that he should have ignored Abramov's requests or postponed any conversation about money to a later date.
141. The Appellant maintains that the only evidence against him is the fact that he transferred money to Abramov and that the case file contains no further evidence of his guilt. The Panel considers this position untenable. It overlooks the broader factual context in view of the circumstances before, during and after the transfer of funds. The Panel considers that even if it accepted (which it does not) that the Appellant did not know for certain at the precise moment of the transfer that Abramov would use the money to bet on the Match, this does not dispose of the matter. In fact, what is relevant is also the Appellant's subsequent conduct, or rather his failure to act, once he became aware, before the Match, that Abramov might use the funds to bet on the Match.
142. The Appellant's conduct after the Match does not rebut his involvement. As a matter of fact, on the contrary, it further undermines his position. When questioned at the CAS hearing as to whether he had asked Abramov after the Match whether he had in fact bet on the Match (now that on his own account he knew Abramov at the least was considering betting on the Match), the Appellant's answer was unclear. In substance, however, it follows from his answer that he did not directly ask Abramov after the match whether such bets had been placed. In any event, it is clear to the

Panel that the Appellant did not report the possibility that Abramov had bet on his Match using money lent by the Appellant on the day of that same Match. While the Panel accepts that the applicable regulations may not impose a specific standalone reporting obligation on a player in these exact circumstances, it would have been reasonable and might have been expected from the Appellant, so the Panel finds, to report the matter, if only to protect his own position.

143. In addition, the Panel notes the evolution and inconsistencies in the Appellant's explanations regarding the purpose of the transfer to Abramov. In particular, the argument that the transfer was linked to the alleged illness of Abramov's mother does not appear to have been raised in the same manner as was done before the RFU bodies. In the RFU proceedings, the explanation appears as follows: "*Because his mother was threatened*". By contrast, at the CAS, the Appellant submitted in his Appeal Brief a more detailed narrative, namely that, on 28 May 2025, the day of the Match Abramov called the Player at 12:44 p.m. and asked for financial help, explaining that his mother's health had worsened because of his debts and gambling, as a result of which she had allegedly been hospitalised in April 2025. In substance, the Appellant therefore appears to rely at the CAS on a new or at least materially expanded evidentiary narrative, namely that the primary purpose of the transfer was to assist with the medical situation of Abramov's mother.
144. The timing and urgency of the transfer and the placing of the bets is also particularly significant. The Player advanced the funds immediately following a telephone call at 4:57 p.m. on the day of the Match. The funds were then transferred to Abramov and were in his account by 5:13 p.m. At 5:13 p.m., Abramov placed the first of 14 bets. The Panel finds it highly implausible that, at 4:57 p.m., Abramov intended to use the money solely to pay existing gambling debts or to relieve pressure relating to his mother's situation, but that by 5:13 p.m. he had changed his mind, decided to bet against the Appellant's team, and proceeded to place the first bet. The Panel was also not provided with a convincing explanation as to why the transfer of RUB 4,000,000 had to take place on the exact day, and so urgently before the Match, shortly before the bets were placed. The timing, and so more specifically the urgency, of the payment, in the Panel's view, is difficult to reconcile with the Appellant's explanation that he was innocent. The Appellant failed to convincingly explain the urgency of the transfer on the very day of the Match.
145. In addition, it became apparent during the hearing that the amounts previously transferred to Abramov specifically as loans, including the amount of RUB 4,000,000 transferred on 28 May 2025, had not been repaid to the Appellant, thereby further raising questions as to the nature of the ongoing financial relationship and outstanding indebtedness between them. Indeed, Abramov's witness statement indicates that, despite the situation, the Player did not ask Abramov to return the money and would not demand repayment later. This further undermines the Appellant's explanation that the transfer was an ordinary loan intended solely to assist Abramov with urgent personal or financial difficulties. Even if it was considered to be a loan, as was indeed confirmed by the Appellant and Abramov, under those circumstances, the Player would even had, at least indirectly, a financial interest in Abramov's ability to

generate funds to repay those debts. This, in turn, would have created a direct link between the Player and the potential success of Abramov's betting activity, even further reinforcing the causal and factual connection between the transfer of funds and the betting in the present case.

146. The Appellant nevertheless states that the polygraph test proves his non-involvement in Abramov's bets. However, the Panel does not accept that the polygraph test proves the Appellant's innocence or displaces the other evidence on file. As the Respondent submits, and the RFU Appeals Committee confirmed, polygraph evidence must be assessed with caution. CAS jurisprudence has consistently recognised that polygraph evidence has limited probative value. In *Contador*, the panel considered that polygraph results could corroborate an athlete's statements of innocence and add some force to a denial, but that the credibility of such assertions must still be verified in light of all other evidence adduced. In fact, polygraph evidence may "add some force" to an athlete's denial, but is not determinative and does not "trump other elements of evidence" (CAS 2011/A/2384 & CAS 2011/A/2386). The Panel also relies on CAS 2016/A/4534 and CAS 2021/O/7977 in support of the conclusion that the polygraph test should be given limited weight in these proceedings. In the present case, the objective circumstances and inconsistencies identified above outweigh the limited corroborative value of the polygraph evidence. Accordingly, the polygraph test does not alter the Panel's conclusion that the Appellant indirectly participated in betting within the meaning of Article 18(1) of the RFU Ethics Regulations.
147. In this regard, the Panel recalls that the applicable standard is comfortable satisfaction, not proof beyond a reasonable doubt. Taking into account the overall evidentiary picture, including the timing of the transfer, the subsequent placing of the bets, the Player's knowledge of Abramov's gambling behaviour, the inconsistencies in the Appellant's explanations, and the absence of a convincing alternative explanation from the side of the Player, whether before or during the hearing, the Panel is not persuaded that the Player has advanced any credible innocent narrative which casts doubt on the overwhelming impression left by a consideration of the totality of the evidence.
148. The Panel is therefore comfortably satisfied that the RFU has discharged its burden of proving that the Appellant was involved in indirect betting and thereby infringed Article 18 (1) of the RFU Ethics Regulations.

C. Conclusion

149. Based on the foregoing, and after having taken into due consideration all the specific circumstances of the case, the evidence produced and the arguments submitted by the Parties, also during the hearing, the Panel concludes that on the basis of Article 18 (1) of the RFU Ethics Regulations, the RFU Ethics Committee and the RFU Appeals Committee were right in taking disciplinary measures against the Appellant.
150. Consequently, the Appeal filed by the Appellant must be dismissed and the Appealed Decision is upheld.

151. All other and further motions or prayers for relief are dismissed.

XII. Costs

(...)

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Mr Vladimir Pisarskii against the decision of the RFU Appeals Committee issued on 7 August 2025 is dismissed.
2. The decision issued on 7 August 2025 by the RFU Appeals Committee is confirmed.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 11 September 2026

THE COURT OF ARBITRATION FOR SPORT

Frans M. de Weger
President of the Panel

James Robert Reid
Arbitrator

Siarhei Ilyich
Arbitrator