



**Arbitration CAS 2013/A/3163 Dnipro Dnipropetrovsk Football Club v. Dorian Bylykbashi, award of 11 December 20133**

Panel: Mr Dirk-Reiner Martens (Germany); Mr Luc Argand (Switzerland); Mr Markus Wanger (Liechtenstein)

*Football*

*Breach of contract of employment entered into between a club and a player*

*Impact of registration on the validity of the contract*

*Absence of any player's failure to perform his contractual obligations*

1. According to Swiss Law and pursuant to CAS constant case law, the registration of a football contract is an administrative act that does not have, as such, an impact on the contract's validity.
2. If a player's non-performance is the result of a decision made by the club to tell the player clearly and unequivocally that the new coach has no place for him in the team and cannot be attributed to the player, it cannot be argued that the employment contract did not "come into effect" because the player failed to perform the services required under the contract.

## **INTRODUCTION**

This appeal is brought by FC Dnipro Dnipropetrovsk (hereinafter referred to as "the Appellant" or "Dnipro"), against a decision of the FIFA Dispute Resolution Chamber dated 27 February 2013 (hereinafter referred to as "the Appealed Decision") concerning damage claims arising out of an alleged breach of an employment contract concluded between Dnipro and Dorian Bylykbashi (hereinafter referred to as "Respondent" or "Player" or "Mr Bylykbashi") dated 1 August 2008.

### **I. THE PARTIES**

#### **A. FC Dnipro Dnipropetrovsk**

1. Dnipro is a Ukrainian football club affiliated with the Football Federation of Ukraine (hereinafter referred to as "FFU") which in turn is affiliated with Fédération Internationale de Football (hereinafter referred to as "FIFA").

**B. Dorian Bylykbashi**

2. Mr Bylykbashi is a professional football player of Albanian nationality, born on 8 August 1980 and currently resident in Albania, who was contracted to play as a professional footballer for the Appellant under an employment contract dated 1 August 2008.

**II. FACTUAL BACKGROUND**

3. The elements set out below are a summary of the main relevant facts, as established by the Panel on the basis of the written submissions of the Parties, the exhibits filed, the Appealed Decision rendered by the FIFA Dispute Resolution Chamber on 27 February 2013, as well as the witness testimony, the oral pleadings and comments made during the hearing. Additional facts may also be set out, where relevant, in the legal considerations of the present award.
4. In early 2007, the Respondent entered into an employment contract with the Ukrainian club FC Kryvbas Kryvyy Rig (hereinafter referred to as “FC Kryvbas”), which was to expire in January 2009 (“Contract No. 1”).
5. On 1 August 2008, the Respondent entered into a fixed term employment contract with the Appellant, valid from that date until 30 June 2011 (“Contract No. 2”).
6. The material obligations under Contract No. 2 are set out as follows (translation provided by the Player):

*“2. Obligations of Football Player*

*2.1 Dorian Bylykbashi has to accomplish the work duties in the position of football player of club football team during the period from 01 August 2008 until 30 June 2011. The football player is obliged to make use of all his strength and skills for the club interests, to perform all the possible actions for the support and growth of the club, not to undertake any actions (or inactivity) that might jeopardize or harm the club.*

*2.2 In compliance with the principles set forth in 2.1 the football player must:*

- 1. Take part in the club matches, in the learning and training process (despite of the fact whether they are projected in the overall regulations or they are assigned specifically, or in an individual way), in all the discussion about the matches and other activities performed in support of the matches and games.*

*2-8 ...*

- 9. Not participate in commands of other clubs, without written approval from the club manager, as well as is not allowed to negotiate on moving to another club.*

*Club Obligations*

*3.1 The club pays every month Mr Dorian Bylykbashi who performs the duty of football player, a salary fixed in first article of annex.*

*3.2 – 3.4 ...*

3.5 *The club guarantees the organization of the match and training process under the leadership of qualified specialists.*

3.6 – 3.8 ...

Other Provisions

4.3 *Incorrect fulfilling or performing the obligations deriving from the articles of chapters 2 and 3 from the club or from the football player bring about the termination of this contract without prior notice after the warning from the party that default, 15 calendar days according to the decision of the club board. This contract can be terminated prior to the mutual terms agreed between the parties.*

*Annex to the Contract from 01 August 2008*

*Article 1: The Club is liable to pay the salary in the amount of USD 45,000 (forty-five thousand US dollars per month)."*

7. Shortly after the signing of Contract No. 2 on 1 August 2008, Dnipro's coach, who had been keen to sign the Player, was replaced by a new coach. The new coach, along with Dnipro's management, made it clear to the Player that he was not needed on Dnipro's team and suggested that he continue playing for FC Kryvbas which the Player did.
8. On 23 January 2009, the Respondent signed a fixed term employment contract, with FC Kryvbas, valid from 23 January 2009 until 30 June 2009 ("Contract No. 3").
9. On 1 July 2009, the Respondent signed a further fixed term employment contract with FC Kryvbas, valid from 1 July 2009 until 30 June 2010 ("Contract No. 4").
10. Both Contracts No.3 and No.4 were duly registered with FIFA while Contract No. 2 was not.
11. Upon the expiration of Contract No. 4 on 30 June 2010, the Player reported back to Dnipro to play for Dnipro for the 2010/11 season remaining under Contract No. 2, but was told that there was no place for him on the Dnipro team and that he should look for another club.
12. On 15 August 2010, the Player's legal counsel travelled together with an interpreter to Dnipropetrovsk to discuss the Player's situation with Dnipro's management. The following day a declaration in Russian language was delivered to the Player's counsel along with an English translation which reads as follows (the "Declaration"):

*"Herewith FC Dnipro confirms that in case the players ... and Dorian Bulukbashi signe [sic] a contract with any other football club before the transfer window closes on Aug. 31, 2010, part of the salary mentioned players agreed with their club, will pay FC Dnipro".*

Both parties understand this Declaration to mean that Dnipro would make up the difference if the Player was able to sign with another club for a salary below the one agreed in Contract No. 2.

13. By letter dated 3 September 2010, addressed to Dnipro, the Player's attorneys stated as follows:

*“Re: Dorian Bylykbashi*

*Dear Sirs!*

*Dear Mr Stetsenko!*

*We act as lawyers for Mr Dorian Bylykbashi. We enclose a copy of the power of attorney (that you have already seen, when we met in your office on August 15<sup>th</sup> 2010). On behalf of our client we have to inform you as follows:*

*FC Dnipro did not pay the long overdue salary of USD 45,000 per month to our client.*

*FC Dnipro did not allow Mr Bylykbashi to take part in the team’s training and sent him away.*

*FC Dnipro did not agree with Mr Bylykbashi signing a contract with another club.*

*Mr Bylykbashi therefore explicitly declares the reasonable early withdrawal from his contract with FC Dnipro with immediate effect.*

*Furthermore, we have to ask you to immediately remit the amount of USD 540,000 net (salary of Mr Bylykbashi July 2010 until 2011) to our following account:*

*... ”.*

Dnipro did not respond to this letter.

14. On 17 January 2011, the Player entered into a fixed term employment contract with the Albanian club FK Elbasani, valid from 17 January 2011 until 31 May 2011<sup>1</sup> (“Contract No. 5”). Under the terms of this contract, the Player was to receive a monthly salary of € 7,000.
15. By letter dated 16 September 2010, the Player filed a Claim with FIFA (“the FIFA Proceedings”) alleging that Dnipro had breached Contract No. 2 and seeking FIFA’s assistance in enforcing the Player’s financial claims against Dnipro under that contract, i.e. his salary of USD 45,000/month for the period between 17 July 2010 and 30 June 2011.
16. The Claim was sent by FIFA to FFU on 21 October 2010 for forwarding to Dnipro, seeking Dnipro’s response by no later than 10 November 2010.
17. FIFA received no response from Dnipro despite sending a reminder to FFU on 21 July 2011.
18. On 21 March 2012, FFU (again for forwarding to Dnipro) and the Player were notified by FIFA that the investigations in this matter were concluded and that it would be submitted to the Dispute Resolution Chamber.
19. By a FIFA letter dated 21 February 2013, FFU (again for forwarding to Dnipro) and the Player were informed that a formal decision would be taken by FIFA’s Dispute Resolution Chamber at its meeting on 27 February 2013.

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<sup>1</sup> Note: the date at the end of the contract is illegible on the copy provided by the Player, it could be either “31.05.2011” or “31.08.2011”, however the Player’s attorney and FIFA’s DRC refer to “May”.

20. On 5 March 2013, Dnipro (directly via fax to a fax number communicated by FFU on 26 February 2013) and the Player were notified by FIFA of the decision of the Dispute Resolution Chamber made on 27 February 2013, as follows:

- “1. The claim of the Claimant, Dorian Bylykbashi is partially accepted.*
- 2. The Respondent, FC Dnipro Dnipropetrovsk has to pay to the Claimant, Dorian Bylykbashi, the amount of USD 502,532 **within 30 days** as from the date of notification of this decision.*
- 3. If the aforementioned sum is not paid within the aforementioned deadline, an interest rate of 5% per year will apply as of expiry of the fixed time limit and the present matter shall be submitted, upon request, to FIFA’s Disciplinary Committee for its consideration and a formal decision.*
- 4. Any further claims lodged by the Claimant, Dorian Bylykbashi, are rejected.*
- 5. The Claimant, Dorian Bylykbashi, is directed to inform the Respondent, FC Dnipro Dnipropetrovsk, immediately and directly of the account number to which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received”.*

21. On 5 March 2013, Dnipro requested the grounds of the Appealed Decision which were notified to the Parties on 17 April 2013.

### **III. SUMMARY OF THE ARBITRAL PROCEEDINGS BEFORE THE CAS**

22. The Appellant filed its Statement of Appeal with CAS on 7 May 2013 and its Appeal Brief on 17 May 2013.
23. The Respondent submitted his Statement of Defence on 7 June 2013.
24. The composition of the Panel was communicated to the Parties on 9 July 2013. Mr Dirk-Reiner Martens was appointed as President of the Panel, Mr Luc Argand was appointed by the Appellant. Mr Markus H. Wanger was appointed by the President of the CAS Appeals Arbitration Division in lieu of the Respondent who had failed to nominate an arbitrator.
25. Both parties selected English as the language of the proceedings and requested that a hearing be held. They signed the Order of Procedure on 9 October 2013.
26. The FIFA file on this matter was forwarded to the Parties and the Panel on 9 August 2013.
27. A hearing (the “Hearing”) was held on 15 October 2013 at the CAS headquarters.

### **IV. HEARING**

28. The following persons attended the Hearing:

- The Panel: Mr Dirk-Reiner Martens, Attorney-at-Law, Munich, Germany  
Mr Luc Argand, Attorney-at-Law, Geneva Switzerland  
Mr Markus H. Wanger, Attorney-at-Law, Vaduz, Liechtenstein
  - For the Appellant: Mr Ralph Isenegger, Attorney-at-Law, Geneva, Switzerland  
Mr Andriy Stetsenko, Director General, FC Dnipro
  - For the Respondent : Mr Skender Fani, Attorney-at-Law, Vienna, Austria  
Mr Johan Radits, Witness  
Mr Marjan Prela, Translator.
29. The Respondent, Mr Dorian Bylykbashi, also attended by telephone conference call and was questioned by Counsel for the Parties and by the Panel. He made his statements in the Albanian language which was translated, with both parties' approval, by Mr Prela into German.
30. The Parties were afforded the opportunity to present their case, submit their arguments, and answer questions asked by the Panel.
31. At the end of the Hearing, the Parties explicitly agreed that they had no objections with regard to the composition of the Panel and that their right to be heard and to be treated equally in the arbitration proceedings had been fully respected.

## **V. POSITION OF THE PARTIES**

32. The following outline of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Panel, however, has carefully considered all the submissions made by the Parties, even if no explicit reference has been made in what immediately follows.

### **A. FC Dnipro Dnipropetrovsk**

33. Dnipro's position as set out in its Appeal Brief and during the Hearing can be summarized as follows:
- a) Dnipro was aware of the FIFA Proceeding only after the Appealed Decision had been notified. FFU had failed to forward FIFA's correspondence to Dnipro.
  - b) During the summer of 2008, Dnipro was anxious to sign the Player which led to the signing of Contract No. 2 on 1 August 2009. However, shortly thereafter, a new coach took over Dnipro's first team and he had no interest in the Player. As a result, the Dnipro management got in touch with Kryvbas and suggested that they keep the Player. Financial matters were not discussed between the clubs at that time.
  - c) The Player then continued to play two further seasons (2008/09 and 2009/10) with Kryvbas under Contracts No.3 and 4, and his salary was paid in the amount provided for

- in Contract No. 2 (USD 45.000/month). No loan agreement was concluded between Dnipro and Kryvbas.
- d) According to Dnipro, as a result of the Player's signing with Kryvbas and the fact that the Player had never trained with or played for Dnipro, Contract No. 2 never came into effect and was consequently not registered with FIFA.
  - e) Dnipro and Kryvbas do not have the same owner. Both clubs are completely independent from each other. A joint ownership would not be allowed under the rules of FFU.
  - f) When the Player presented himself at Dnipro after the expiration of Contract No. 4 with Kryvbas, he was told by the Dnipro management that Dnipro was not interested in him and preferred if he found another club. Dnipro would make up the difference in salary between Contract No. 2 and a contract with a new club. Dnipro did not prevent the Player from training with its first or reserve team even though it felt that he was not under contract with Dnipro. When the Player insisted on his rights under Contract No. 2 there was a "big confusion" within Dnipro; they felt uncomfortable and thought that Contract No. 2 might be in force after all. This was why Dnipro offered to pay the balance in salary and handed over the Declaration on 16 August (see para. 12 above) after which Dnipro did not hear from the Player again.
  - g) In Dnipro's view, the Declaration (see para.12 above) was only applicable until the end of the transfer window at the end of August. As he was unable to find a new club until 31 August 2010, the Player should have returned to Dnipro where he could have played for the second team.
  - h) In summary, Dnipro is of the view that the Player breached Contract No. 2 – if it was valid – because as of 1 August 2008 he failed to perform his services as a football player to Dnipro as provided in the Contract and failed to return to Dnipro after 31 August 2010 after he had been unable to find a new club.

## **B. Dorian Bylykbashi**

34. The Player's position as expressed in his submissions and during the Hearing, which were confirmed by Mr Radits as a witness, can be summarised as follows:
- a) He is entitled to twelve months salary of USD 45.000 each under Contract No. 2. This Contract was validly signed on 1 August 2008 and stayed in force until it was terminated by the Player on 3 September 2010 for breach of contract by Dnipro.
  - b) He was loaned to Kryvbas on the basis of an agreement which he was told to sign in August 2008, otherwise he could not play with Kryvbas. But he did not keep a copy of his contract which was a "*declaration that was necessary for him to play with Kryvbas*". All of this was only possible because Kryvbas was a satellite club of Dnipro.
  - c) He was properly paid with the salary in the amounts provided for in Contract No. 2 during the period from 1 August 2008 until 30 June 2010 but was unable to say whether the payments were made by Dnipro or Kryvbas.
  - d) After the end of the 2009/2010 season the Player presented himself to the Dnipro management to play for Dnipro for the 2010/11 season, i.e. the last remaining season under Contract No. 2. He was told in no uncertain terms that he was not welcome and that he should find another club. Dnipro would make up any difference in salary.

- e) As he was sent away by Dnipro and unable to find a new club by the end of the 2010 transfer window he did not play until January 2011 when he signed a contract with the Albanian club FK Ebbasani for a monthly salary of € 7.000.

## VI. THE PARTIES' REQUESTS FOR RELIEF

35. Dnipro's requests for relief are the following:

- "1. *Reconsider the case and cancel the Decision of the FIFA DRC dated February 27, 2013;*
2. *Consider the case and refuse satisfaction of the claims of the Player;*
3. *Charge all costs related to the consideration of the case from the Player".*

36. The Player's requests for relief are the following:

- "1. *to confirm the decision of the Dispute Resolution Chamber of FIFA, dated February 27<sup>th</sup> 2013, and*
2. *to charge all the costs related to the case to FC Dnipro Dnipropetrovsk".*

## VII. JURISDICTION OF THE CAS

37. Pursuant to Article R47 of the Code:

*"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 his appeal, in accordance with the statutes or regulations of the said sports-related body".*

38. The jurisdiction of the CAS to hear this dispute derives from Articles 66 and 67 of the FIFA Statutes (Edition 2012) and was confirmed by the Parties when signing the Order of Procedure.

39. Under Article R57 of the CAS Code of sports-related Arbitration (the "Code"), the Panel has the full power to review the facts and the law and may issue a *de novo* decision superseding, partially or entirely, the Appealed Decision.

## VIII. ADMISSIBILITY

40. The Appealed Decision was notified to the Parties on 17 April 2013. The Statement of Appeal was filed on 7 May 2013, *i.e.* within the time-limit prescribed by Article 67 of the FIFA Statutes and Article R49 of the Code.

41. Consequently, the appeal is admissible.



## IX. APPLICABLE LAW

42. Article R58 of the Code provides that *“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”*.
43. Contract No. 2 dated 1 August 2008 provides in Paragraph 4.2 that:  
*“The Contract provided is adapted to the legal norms of work active in Ukraine with exceptions and annexes involved in the given contract”*.
44. In its Statement of Appeal and its Appeal Brief, Dnipro did not address the issue of the applicable law and made no submissions at the Hearing on work legislation in force in the territory of Ukraine. Likewise in his Statement of Defence, the Player did not address the issue of the applicable law and made no submissions on Ukrainian law at the Hearing.
45. Article 66 Paragraph 2 of the FIFA Statutes provides that *“the provisions of the CAS Code of Sports-related Arbitration shall apply to proceedings. CAS shall primarily apply the various Regulations of FIFA, and additionally Swiss law”*.
46. The Panel therefore decided that it was the FIFA Regulations (and, additionally, Swiss Law), that would be applicable to this dispute. As the present matter was submitted to FIFA on 16 September 2010, the 2010 version of the FIFA Regulations on the Status and Transfer of Players (hereinafter referred to as the “RSTP”) are applicable. Those Regulations shall thus apply primarily, together with the other applicable rules of FIFA and, additionally, Swiss law.

## X. MERITS

47. The Player bases his claim on the provisions of Contract No. 2, i.e. on the undisputed fact that this Contract had a stipulated term until 30 June 2011 and that he was only paid under it until 30 June 2010. His claim is that he is entitled to twelve months of salary of USD 45.000 each from 1 July 2010 until 30 June 2011, i.e. a total of USD 540.000 minus, by way of mitigation of damages, the salary received for his services with the Albanian club of FK Elbasani for the period from 17 January until 30 June 2011. The Player’s submissions have to be interpreted to mean that until 3 September 2010, the date of termination of Contract No. 2 by his lawyer for breach of contract by Dnipro (see para. 13 above), he is entitled to his salary under the Contract while after that date until the expiration date under Contract No. 2 he is owed by way of damages an amount equal to the salary he would have earned had he not been forced to terminate Contract No. 2 for Dnipro’s breach of contract.
48. There is no dispute between the parties that Contract No. 2 has been validly concluded on 1 August 2008 but according to Dnipro the Contract did not “come into effect” because
  - it was not registered with FIFA, and/or

- the Player failed to deliver his services following the signing Contract No. 2, because he never trained or played for Dnipro.
49. There is no merit to either of these arguments as will be explained below:
  50. There is established precedent at CAS (see CAS 2007/A/1351 para. 4.4.15ff; see also TAS 2006/A/1008 and 1104 para. 67f) that under Swiss law the registration of a football contract is an administrative act that does not have, as such, an impact on the contract's validity. The Panel shares that view.
  51. Likewise, the Panel also disagrees with Dnipro that Contract No. 2 did not "come into effect" because the Player failed to perform the services required under the Contract. It is undisputed that the Player was clearly and unequivocally told, shortly after the signing of Contract No. 2, that in the opinion of Dnipro's new trainer that there was no place for him on Dnipro's team. Instead, he was told that he should return to Kryvbas where he had played before which had already been arranged by the management of the two clubs. Under the circumstances, it would be absurd to accuse the Player of not having played for Dnipro. The Player's non-performance was a result of a decision made by Dnipro and cannot be attributed to the Player.
  52. Therefore, the Panel concludes that Contract No. 2 was in effect when the Player returned to Kryvbas in the summer of 2008 instead of starting to play for Dnipro under Contract No. 2. In the Panel's view, it is irrelevant whether the Player's move to Kryvbas during the summer of 2008 was on the basis of a valid loan agreement. In fact, there are serious doubts that such an agreement was signed between the two clubs, which the Player claims was the case and which Dnipro denies. Both clubs were unable or unwilling to produce a written agreement to that effect (which is a requirement under the FIFA Regulations on the Status and Transfer of Players, Rule 10, para. 1) and the Player corrected an earlier statement that he signed a "loan agreement" and described this document as a document he was told he needed in order to be able to play for Kryvbas.
  53. The fact of the matter is that both clubs were in full agreement that the Player would continue to play for Kryvbas "*until he was called back to Dnipro*" (the Player's statement at the Hearing). The Player had no choice but to agree and did so.
  54. It is very likely that the foregoing arrangement was only possible because of a "close relationship" between the two clubs but the Panel is not convinced that the two clubs are owned by the same person as contended by the Player. No evidence has been adduced to this effect and a joint ownership would most likely be contrary to the FFU rules. Ultimately, the nature of the relationship between the two clubs is irrelevant to the outcome of this case.
  55. Likewise, it is equally irrelevant whether the Player's salary was paid by Kryvbas, the club where the Player performed his services, as has been argued by Dnipro, or by Dnipro as has been contended by the Player. It remained undisputed that the player received, exactly the salary he was entitled to under Contract No. 2 while he was playing for Krvbas from August 2008 until 30 June 2010.

56. Moreover, the Panel finds further corroborating evidence supporting its finding that Contract No. 2 was valid in the circumstances which transpired during the summer of 2010. It remained uncontested that upon the end of Contract No. 4 with Kryvbas the Player reported to Dnipro with a view to play for Dnipro for the 2010/11 season remaining under Contract No. 2. It is equally uncontested that the Player was told in no uncertain terms that he was not wanted on Dnipro's team, that he should return to Albania and that Dnipro would pay the difference between the Player's salary at his new club and the one that he was entitled to receive under Contract No. 2. The latter statement was confirmed in Dnipro's Declaration of 16 August 2010 (see para. 12 above). In the Panel's view the above events also confirm that Dnipro was of the opinion that Contract No. 2 was still valid which, according to the Player, was expressly confirmed by Mr Stetsenko during the Player's Counsel's visit with Dnipro on 15 August 2012.
57. Having found that the discussions held after the expiration of Contract No. 4 confirm the Panel's conclusion that Contract No. 2 was valid beyond the Player's departure from Dnipro in the summer of 2008, the Panel now turns to the question of whether the Player's counsel's termination letter to Dnipro dated 3 September 2010 put a legal end to said contract. This issue was not raised by the Parties. However, the Panel does not have to make a final determination on this question even though, in the Panel's view, Contract No. 2 most likely ended on 3 September because on the occasion of the Player's return to Dnipro in June 2010, Dnipro failed to accept performance by the Player under the contract and "sent him away" thereby effectively refusing to allow the Player in Dnipro's training activities. In addition, the Player's salary had not been paid for the two months of July and August 2010.
58. Finally, Dnipro argues that the Player should have returned to Dnipro after he had been unsuccessful in finding a new club during the 2010 summer transfer window. They argue that his failure to return to the Club constituted a breach of contract by the Player.

The Panel disagrees. In June 2010, Dnipro left no doubt that it was no longer interested in the Player. It did so in such an affirmative way that it would have been for Dnipro to make an extra effort to find the Player and to explain to him that Dnipro had a change of heart and wanted him back, even though only for the second team. Under the circumstances, the Player was in good faith and had no reason to suspect that there was a chance for him to play for Dnipro at any time during the 2010/11 season.

## **XI. CONCLUSION**

59. It is the Panel's view that the Club's appeal must be dismissed in its entirety.

## **ON THESE GROUNDS**

**The Court of Arbitration for Sport hereby rules:**

1. The appeal filed by FC Dnipro Dnipropetrovsk against the decision issued by the FIFA Dispute Resolution Chamber on 27 February 2013 is dismissed.
2. The decision of the FIFA Dispute Resolution Chamber on 27 February 2013 is confirmed.
3. (...).
4. (...).
5. All other prayers for relief are dismissed.