



Arbitration CAS 2015/A/4027 Udinese Calcio S.p.A v. Österreichischer Fussball-Verband (ÖFB), award of 5 December 2016

Panel: Mr Bernhard Welten (Switzerland), Sole Arbitrator

Football

Issuance of International Transfer Certificate (ITC)

Standing to sue

Standing to be sued

Article 75 Swiss Civil Code (CC)

Competence in relation to the issuance of ITCs

Standing to be sued with regard to issuance of ITCs

1. According to CAS jurisprudence and literature, the issuance of International Transfer Certificates (ITC) is clearly defined by the FIFA Regulations on the Status and Transfer of Players (RSTP) as taking place exclusively between national associations. As a result, a football club is not entitled to participate in the procedure before FIFA regarding the issuance of an ITC. As such, there is no ground for a club to appeal before the CAS against a decision taken by the single judge in this respect *i.e.* generally the club does not have standing to sue. However, such strict opinion was later adjusted in CAS case law, which emphasized the need to take into account the legitimate interests of third parties, *i.e.* the minor player or the club directly affected by the decision of the FIFA Players' Status Committee, to determine their standing to sue.
2. The question of the standing to be sued is a question of the merits which means that in case the standing to be sued is denied by a CAS Panel, the appeal to CAS has to be dismissed. The FIFA Regulations - while clearly defining in the RSTP the administrative procedure related to the issuance of ITCs as a procedure between national associations - do not provide any advice regarding the question who has standing to be sued in the context of the issuance of ITCs. Therefore, the question of who has standing to be sued must be analysed pursuant to the subsidiarily applicable law. In case of Swiss law being the subsidiarily applicable law a decision by an association like FIFA (as here by the Single Judge of FIFA's Players' Status Sub-Committee) may be challenged pursuant to Article 75 Swiss Civil Code (CC).
3. The term "resolution" in Article 75 CC does not only refer to resolutions passed by the assembly of an association but, instead, includes any other (final and binding) decision of any organ of the association irrespective of the nature of such decision (disciplinary, administrative, etc.) and the composition of said organ (one or several persons); therefore, a decision by the Single Judge of FIFA's Players' Status Sub-Committee is a "resolution" by FIFA in the terms of Article 75 CC. Furthermore, according to Swiss legal doctrine, only the decision-taking association itself has a standing to be sued in

matters covered by Article 75 CC, not however a member of this association (in the case at hand the Respondent).

4. The procedure foreseen in Article 9 RSTP and Article 2 of the Annexe 3 RSTP in relation to the ITC is protecting an interest of FIFA and accordingly only its members, the national federations, are involved in the process of the issuance of the ITC. However, the new federation (here ÖFB) has no claim of its own against the former federation (here FIGC) to grant the ITC; this means that in case the former federation does not issue the ITC, such issuance lies in the sole competence of FIFA.
5. In exercising its exclusive competence in the context of the issuance of ITCs, FIFA does not act like a court of first instance in a dispute between its members, but as an authority exercising its administrative powers and therefore impacting the rights and duties of its individual members in the sense of Article 75 CC. An appeal dealing with the issuance of an ITC therefore concerns a membership related dispute with the consequence that it must (also) be directed against FIFA.

I. FACTUAL BACKGROUND

A. Parties

1. Udinese Calcio S.p.A. (hereinafter “Udinese”, “Club” or the “Appellant”) is a football club with its registered office in Udine, Italy. It is affiliated to the Federazione Italiana Giuoco Calcio (hereinafter “FIGC”) and competes in the “Serie A”, the highest professional league in Italian football. FIGC itself is affiliated to the Fédération Internationale de Football Association (hereinafter “FIFA”) as well as to the Unions des Associations Européennes de Football (hereinafter “UEFA”).
2. The Österreichischer Fussball-Verband (hereinafter “ÖFB” or the “Respondent”) is the national football federation in Austria. It is affiliated to FIFA as well as to UEFA.

B. Facts

3. On 30 August 2014, the Club and the football player D., born on 12 May 1998, (hereinafter the “Player”), signed an employment contract for the time period of 30 August 2014 until 30 June 2017.
4. On 24 September 2014, the Single Judge of FIFA’s Players’ Status Sub-Committee (hereinafter the “Single Judge”) decided that the application of the FIGC on behalf of the Appellant for approval prior to the request for the International Transfer Certificate (hereinafter “ITC”) of the Player was accepted.

5. On 3 November 2014, the ÖFB issued the ITC for the Player to be transferred from the Austrian professional football club SK Rapid Wien to the Appellant.
6. On 27 November 2014, the Appellant sent the Player a telegram to his address in Udine and his home address in Austria requesting him to start training in Udine on 28 November 2014.
7. On 15 December 2014, the Player sent the Appellant, through his lawyer, a request for mutual termination of the professional contract, stating that the Player suffered psychological problems due to the alleged failings of the Appellant. The Appellant refused this request and urged the Austrian club FC Red Bull Salzburg, which the Appellant suspected to be interested in signing the Player, to immediately discontinue any contact with the Player.
8. On 18 December 2014, the Appellant contacted the Player to let him know that he still was under a valid employment agreement with the Appellant and that he was requested to immediately resume duty with the Appellant, failing which the Appellant would be compelled to take legal action against the Player and FC Red Bull Salzburg which, according to the Appellant's allegations, was inducing the Player to breach the employment contract with the Appellant.
9. On 18 and 30 December 2014 as well as on 3, 13 and 31 January 2015, the Appellant sent fax letters to the Player mainly stating that the employment contract was not terminated and therefore remained valid and that the Player should start its training. Alleged psychological problems of the Player were rejected. In the letter of 31 January 2015, the Appellant confirmed having received repayment of the Player's salaries for October, November and December 2014 and, therefore, deposited such amounts in the trustee account of the Italian Football League.
10. Already on 20 January 2015, the ÖFB requested the issuance of the ITC for the Player from the FIGC in order to register the Player for SC Neusiedl Am See as an amateur player.
11. On 17 February 2015, the FIGC rejected the relevant ITC request stating that the Player still was under a valid professional contract with the Appellant, valid until 30 June 2017.
12. On 25 February 2015, the ÖFB requested FIFA to provisionally register the Player as an amateur for the club SC Neusiedl Am See.
13. On 9 March 2015, FIFA contacted the FIGC to immediately confirm whether it insists on the rejection of the Player as an amateur for SC Neusiedl Am See and if so, to provide valid reasons in this respect.
14. On 11 March 2015, the FIGC confirmed that it insisted on the rejection of the ITC for the Player, due to the fact that the Player still had a valid employment contract with the Appellant and that it was ignorant about any possible unilateral termination of this contract.
15. On 17 March 2015, the Single Judge, based on the request of the ÖFB of 20 January 2015, decided that the ÖFB is authorized to provisionally register the Player for SC Neusiedl am See as an amateur with immediate effect. This decision was sent to the FIGC by fax letter of 20 March 2015. The FIGC forwarded this decision to the Appellant by fax letter of 23 March 2015.

II. PROCEEDINGS BEFORE CAS

16. On 10 April 2015, Udinese filed a statement of appeal against the ÖFB in relation to the decision of the Single Judge of 17 March 2015 (hereinafter the “Appealed Decision”), in accordance with Article R48 of the Code of Sports-related Arbitration (the “Code”).
17. On 15 April 2015, the CAS Court Office acknowledged receipt of the Appellant’s statement of appeal of 10 April 2015 and initiated an appeals arbitration procedure under the reference CAS 2015/A/4027 Udinese Calcio Spa v. Österreichischer Fussball-Verband (ÖFB). On the same day, the CAS Court Office informed FIFA about the appeal filed stating that it is not directed at FIFA.
18. On 20 April 2015, the Appellant filed its appeal brief by facsimile. The originals of the appeal brief were filed by courier on 22 April 2015.
19. On 24 April 2015, the CAS Court Office acknowledged receipt of the Appellant’s appeal brief of 20 April 2015. However, the Appellant was invited to comment on the fax letter sent from FIFA to FIGC on 20 March 2015 and to send supporting documents that the originals of the appeal brief were filed within the 10-day deadline based on Article R51 of the Code.
20. On 29 April 2015, the ÖFB filed a statement pointing out that the Appellant failed to meet the relevant deadline set forth in Article R51 of the Code and more importantly, that the appeal is not directed against FIFA which released the Appealed Decision. Therefore, the ÖFB indicated it has no standing to be sued.
21. On 30 April 2015, the Appellant filed its submission on the admissibility of the appeal brief with supporting documents to show that it did only receive the Appealed Decision from the FIGC by fax letter on 23 March 2015 and that, therefore, the appeal brief was filed in a timely manner.
22. On 4 May 2015, the CAS Court Office set a deadline to the ÖFB to send its answer within 20 days.
23. On 8 June 2015, the ÖFB referred to its letter of 29 April 2015 and repeated its argument that the Appealed Decision was issued by FIFA and therefore it has no standing to be sued and it will not pay its share of the advance of costs.
24. On 12 June 2015, the CAS Court Office informed the Parties that the Sole Arbitrator appointed to decide the present dispute was Mr. Bernhard Welten, attorney at law in Bern, Switzerland. It further stated that it did not receive any answer from the Respondent within the deadline prescribed at Article R55 of the Code and set in its letter of 4 May 2015.
25. On 15 June 2015, the Appellant requested that a hearing be held in this matter.
26. On 29 June 2015, the ÖFB repeated in its letter that it has no standing to be sued and that, as long as the Appealed Decision is not changed, the Player holds a licence at interim.

27. On 3 July 2015, FIFA provided the CAS with a clean copy of the Appealed Decision and stated that it renounces to its right to intervene in the present arbitration proceedings.
28. On 13 July 2015, the Parties were informed that a hearing shall be held in the present matter.
29. On 4 and 7 August 2015, the Appellant and the Respondent, respectively, returned their signed copies of the Order of Procedure to the CAS.
30. On 6 August 2015, FIFA provided the CAS with a copy of the complete underlying file in relation to the Appealed Decision.
31. On 11 August 2015, a hearing was held at the CAS Headquarters in Lausanne. The Appellant was represented by its general director, Mr. Franco Collavino, assisted by Mr. Davor Radić, attorney at law, and Mr. Samir Kulaglic and Ms. Dubravka Ivcevic as interpreters. The Respondent was represented by its director legal and administration, Dr. Thomas Hollerer.

III. POSITIONS OF THE PARTIES

32. The positions of the Parties are best described by providing a brief summary of the various submissions made by the Parties within the context of this arbitral procedure. Although the Sole Arbitrator has considered all the factual allegations, legal arguments and evidence submitted by the Parties, it should be noted that the following is not an exhaustive analysis of all of such allegations, arguments and evidence but rather a recapitulation of the elements ultimately deemed pertinent by the Sole Arbitrator.

A. Appellant

33. In its appeal brief of 20 April 2015, the Appellant requested, without precisely enumerating its prayers for relief, that *“the Council after the procedure adopts this complaint and revises the decision of the Single Judge of the Players’ Status Committee in a way that it will reject the temporary registration of the player [D.] as an amateur. In the alternative, it is suggested that the Council terminates the decision of the Single Judge of the Players’ Committee in a way that the same is returned to a repeated procedure”*.
34. The Appellant’s arguments can be summarized as follows:
 - Before the FIFA’s Players’ Status Committee, SC Neusiedl am See, the Respondent, the FIGC and the Appellant were involved as parties. As Article 67 para. 1 FIFA Statutes and Article 23 para. 4 FIFA Regulations do not expressly state who has the standing to file an appeal to CAS, the Appellant alleges that any person being informed by FIFA about the decision may file such an appeal. This would certainly be the case for the Appellant which participated in the FIFA procedure and which had a legally recognized interest to file an appeal to the CAS.
 - The Appellant was a party to the underlying FIFA procedure which follows from the fact that the Appealed Decision was notified by FIFA to the Appellant as stated in the

Appealed Decision. It would be illogical to exclude national associations from proceedings in relation to the provisional registration of players; they are the competent bodies for the management of the ITC. Therefore, national football associations have a standing to file a petition to FIFA. Further, it seems illogical to exclude a football club being a member of such a national football association for filing an appeal to CAS.

- Excluding the Appellant as participant to the dispute before FIFA would violate the right to a fair trial as stated in the European Convention of Human Rights as well as the Swiss Constitution.
- As the FIFA Regulations and the Code do not have any specific rules regarding the “standing to be sued”, Swiss law is applicable. Article 75 Swiss Civil Code (hereinafter “CC”) has been interpreted that it is the association which has a standing to be sued; the defending party has a standing to be sued if it is personally obliged by the “disputed right” at stake. The Respondent as national association certainly is personally obliged by the “disputed right” as it filed the application for the provisional registration of the Player as an amateur for one of its affiliates, SC Neusiedl am See.
- On 20 January 2015, the Respondent requested the issuance of the ITC for the Player before the competent FIFA authority. By virtue of the Appealed Decision, the Respondent was authorized to provisionally register the Player for SC Neusiedl am See as an amateur player. For the Appellant, this is a classical example how existing FIFA rules for minor players are abused and in the case at hand this was mainly done with the help of FC Red Bull Salzburg.
- It is neither legal nor logical and against the interest of sports justice that the minor Player who became a professional can – without any consequences – unilaterally leave the Appellant and move to a third league amateur club in Austria. The Appellant is aware of the CAS jurisprudence that a Player terminating his employment contract without just cause will be obliged to pay a compensation to his former club. However, no financial interest is involved, but the interest to keep the services of the Player.
- The Appellant informed the competent FIFA Committees that the Player has still a valid and ongoing employment agreement in place with the Appellant. The findings of the Single Judge, stating that the Appellant had not explicitly requested the return of the Player at any point during the procedure and therefore that it seemed that the Appellant was not genuinely and truly interested in maintaining the services of the Player, is wrong. On 27 November 2014, the Appellant sent a telegram to the Player, requesting him to start training in Udine on 28 November 2014. The Player received this telegram back home in Austria.
- The allegations made by the Player’s attorney that the Player was suffering psychological problems due to alleged failings of the Appellant are not true and only stated in order to “produce” a just cause for terminating the contract.
- To date, the Appellant never agreed to a termination of the employment contract with

the Player. It further paid a training compensation to SK Rapid Wien, the Player's former club, and continued to deposit the Player's monthly salaries.

B. Respondent

35. The Respondent stated already in a statement on 29 April 2015 that *"this appeal is not directed against FIFA, which released the relevant decision on March 17th 2015, but against the Austrian Football Association. Consequently, the Austrian Football Association is not capable of being sued and therefore not the correct respondent to this sportive litigation"*.
36. Within the deadline set by the CAS Court Office for filing an answer, pursuant to Article R55 of the Code, the Respondent remained silent. This was confirmed by the CAS Court Office in its letter of 12 June 2015. A few days before, on 8 June 2015, the Respondent referred to its earlier statement of 29 April 2015 and stated that the Respondent has no standing to be sued.

C. Hearing

37. At the hearing of 11 August 2015, the Appellant stated further facts around the transfer of the Player in question. The Appellant voiced its opinion that the FIFA proceedings would be unfair in case the Appellant was deemed to have no standing to sue and it is of the opinion that FIFA is not a Respondent as the ÖFB is the designated Respondent in this case. According to the Appellant, the Swiss Supreme Court gives the right to an interested party to appeal a case and, therefore, the Appellant has a standing to sue.
38. The Respondent reiterated that it has no standing to be sued and that instead of the Respondent, FIFA should be the Respondent in this case. The Parties were given the opportunity to present their cases, to make their submissions and arguments and to answer questions posed by the Sole Arbitrator. Upon closing the hearing, the Parties expressly stated that they had no objections in relation to their respective rights to be heard and that they had been treated equally in these arbitration proceedings.

IV. CAS JURISDICTION

39. The jurisdiction of CAS, which is not disputed, derives from Article 67 of the FIFA Statutes and Article 23 para. 3 of the FIFA Regulations on the Status and Transfer of Players. In addition, the Parties have confirmed the CAS jurisdiction by signing the Order of Procedure on 4 and 7 August 2015, respectively.

V. ADMISSIBILITY

40. The Appealed Decision was sent to the FIGC and the ÖFB by fax letter of 20 March 2015. Further, the Appellant showed that it received the Appealed Decision forwarded by the FIGC for the first time by fax letter of 23 March 2015.

41. Based on Article 67 para. 1 of the FIFA Statutes, an appeal has to be lodged with CAS within 21 days of notification of the decision in question. On 10 April 2015, therefore, the Appellant filed its statement of appeal within this deadline.
42. Based on Article R51 of the Code, the appeal brief has to be filed within ten days of the expiry of the time limit for the appeal. Considering that the Appellant received the Appealed Decision on 23 March 2015, the appeal brief of 20 April 2015 but filed by courier on 22 April 2015 was therefore filed in time.
43. The appeal filed by the Appellant is therefore admissible.

VI. APPLICABLE LAW

44. Regarding the applicable law, Article R58 of the Code states:

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

45. In the case at hand, the Appealed Decision was taken by the Single Judge. Therefore, the FIFA Regulations and, subsidiarily, Swiss law applies.

VII. MERITS

A. Standing to sue

46. As a first step, the Sole Arbitrator analyses whether the Appellant has the right to sue and is therefore the legitimate appellant to appeal against the Appealed Decision. In case the Appellant has no right to sue in relation to the Appealed Decision, the appeal has to be dismissed (see MAVROMATI/REEB, The Code of the Court of Arbitration for Sport, Commentary, Cases and Materials, R48, no. 65).
47. The Appealed Decision, respectively the fax letter sent by FIFA to the Parties on 20 March 2015, lists the ÖFB and FIGC as parties and states *“copy for information:*

- *SC Neusiedl am See via the ÖFB*
- *Udinese Calcio via the FIGC”.*

From this correspondence it is clear to the Sole Arbitrator that only the ÖFB and the FIGC were parties in the procedure before the Single Judge, meanwhile both involved clubs, including the Appellant, were sent the Appealed Decision only “for information” and through the respective national federation.

48. The underlying FIFA file clearly shows that the request for the provisional registration of the

Player was made by the ÖFB and on behalf of SC Neusiedl am See while the FIGC was the responding party to these proceedings. None of the before-mentioned clubs, including the Appellant, were involved in the proceedings before FIFA. Annexe 3 of the FIFA Regulations on the Status and Transfer of Players (hereinafter “RSTP”) does only give the involved associations (national federations) a right to take part in the proceedings before the FIFA Players’ Status Committee (see *e.g.* Article 5 and 8; in this context also CAS 2008/A/1691, no. 21; TAS 2013/A/3351, no. 80).

49. Article 9 RSTP states: *“Players registered at one association may only be registered at the new association once the latter has received an International Transfer Certificate (hereinafter: ITC) from the former association”*. Article 8 of Annexe 3 RSTP states in the title: *“Administrative procedure governing the transfer of professionals between associations”*.
50. According to CAS jurisprudence and literature *“the issuance of International Transfer Certificates (ITC) is clearly defined by the RSTP as taking place exclusively between national associations. As a result, a football club is not entitled to participate in the procedure regarding the issuance of an ITC before FIFA. As such, there is no ground for a club to appeal before the CAS against a decision taken by the single judge in this respect”* (DE LA ROCHEFOUCAULD E., Standing to sue, a procedural issue before the CAS, CAS Bulletin 1/2011, p. 17; CAS 2009/A/1828 & 1829, no. 47; see also ZIMMERMANN M., *Vertragsstabilität im internationalen Fussball*, Zürich 2015, p. 70).
51. However, such strict opinion was later adjusted in the CAS case law, which emphasized the need to take into account the legitimate interest of third parties, *i.e.* the minor player or the club directly affected by the decision of the FIFA Players’ Status Committee, to determine their standing to sue (CAS 2012/A/2787 and CAS 2013/A/3140).
52. Based on the facts at hand, the Appellant cannot establish that it was involved in the proceedings before the Single Judge of the FIFA Players’ Status Committee; FIFA did not notify the Appealed Decision to the Appellant as a party. The dispute before the Single Judge is therefore a dispute between two national associations, the ÖFB and the FIGC, acting on behalf of their respective clubs. This situation is the consequence of the formal conditions expressed in the FIFA Regulations to request the registration of a player (minor or not). However, the national associations do not have a particular interest in filing appeals before other instances and in defending the position of their clubs, which are affected by the FIFA decisions in the first place.
53. So far, the CAS always had to deal with appeals against the refusal to issue an ITC in favour of a minor player. In the present case, a club is challenging the decision to allow the issuance of an ITC in relation to one of its players. The Sole Arbitrator is not persuaded that this new situation may have an impact on the current CAS case law but, in view of the reasons below, he does not need to decide whether the Appellant has standing to sue in relation to the Appealed Decision.

B. Standing to be sued

54. The Respondent in its statements of 29 April and 8 June 2015 argued that it has no standing to be sued in the matter at hand. The Sole Arbitrator analyses therefore the Respondent’s standing

to be sued.

55. The Sole Arbitrator is of the opinion that the FIFA Regulations on the Status and Transfer of Players clearly define the administrative procedure in Article 8 of Annexe 3 as a procedure between national associations. However, the Appellant correctly stated that the FIFA Regulations do not give any advice regarding the standing to be sued. The question of the standing to be sued is a question of the merits which means that in case the standing to be sued is denied, an appeal has to be dismissed (see MAVROMATI/REEB, supra, R48, no. 65; CAS 2008/A/1639, no. 26; CAS 2007/A/1329 & 1330).
56. The Appealed Decision is a decision of the Single Judge and, therefore, to be considered as a decision of FIFA itself. According to Article 23 RSTP a decision of the Single Judge may be appealed before the CAS. However, the provision does not specify against whom the appeal must be directed. Therefore, the question whether or not the Respondent has standing to be sued must be analysed pursuant to the subsidiarily applicable Swiss law (see also CAS 2008/A/1639 RCD, no. 27).
57. Under Swiss law, a decision by an association like FIFA may be challenged pursuant to Article 75 CC. Under the heading “Protection of member’s rights”, the provision reads as follows:

“Any member who has not consented to a resolution which infringes the law or the articles of association is entitled by law to challenge such resolution in court within one month from the day on which he became cognizant of such resolution”.
58. It is common knowledge, that the term “resolution” in Article 75 CC does not only refer to resolutions passed by the assembly of an association but, instead, includes any other (final and binding) decision of any organ of the association irrespective of the nature of such decision (disciplinary, administrative, etc.) and the composition of said organ (one or several persons). Therefore, the Decision of 17 March 2015 is certainly such a “resolution” by FIFA in the terms of Article 75 CC.
59. According to the Swiss legal doctrine, “only” the association itself has a standing to be sued in matters covered by Article 75 CC. Therefore, a member of this association, in the case at hand the Respondent, has generally no standing to be sued (see also CAS 2008/A/1639, no. 28 ss). MAVROMATI/REEB, supra, R48, no. 68 state the following: *“According to article 75 CC, the members of an association have standing to appeal against the resolution of an association, whereas only the association itself (and therefore not a member of an association) has standing to be sued”.*
60. In the case at hand, the Single Judge decided on 17 March 2015 to grant the request from ÖFB to provisionally register the Player for its club SC Neusiedl Am See. This decision is related to the relationship between FIFA and its members and it does not interfere with the relationship among clubs. The procedure stated in Article 9 RSTP and Article 2 of the Annexe 3 RSTP in relation to the ITC is protecting an interest of FIFA and accordingly only its members, the national federations, are involved in the process of the issuance of the ITC. However, the new federation (here ÖFB) has no claim of its own against the former federation (here FIGC) to grant the ITC, meaning that in case the former federation does not issue the ITC, such issuance

lies in the sole competence of FIFA.

61. In exercising its exclusive competence, FIFA does not act like a court of first instance in a dispute between its members, but as an authority exercising its administrative powers and therefore impacting the rights and duties of its individual members in the sense of Article 75 CC. Applying the principles laid down in Article 75 CC, it is obvious that the appeal at hand concerns a membership related dispute with the consequence that it must (also) be directed against FIFA.
62. Summing up, the Sole Arbitrator holds that in the case at hand FIFA decided, based on its regulations, a dispute between two members (the ÖFB and the FIGC) and FIFA regarding the provisional registration of the Player. As the FIFA Regulations do not give any details regarding the possible parties having a standing to be sued, the Sole Arbitrator applies Swiss law. The Appealed Decision is clearly falling under Article 75 CC which means that only the association taking such decision has a standing to be sued (see also CAS 2008/A/1639, no. 36). In the case at hand the appeal is, however, only directed against the ÖFB and not against FIFA which is the association that took the Appealed Decision. The Sole Arbitrator, in view of the above reasoning, decides that the Respondent does not have any standing to be sued and that, therefore, the appeal shall be dismissed.
63. Having an appeal which has to be dismissed based on the missing standing to be sued of the ÖFB, in view of procedural economy reasons, the Sole Arbitrator does not take into considerations any further reasoning in relation to the merits.

ON THESE GROUNDS

The Court of Arbitration for Sports rules that:

1. The appeal filed by Udinese Calcio Spa against the decision dated 17 March 2015 of the FIFA Single Judge of the Players' Status Committee is dismissed.
 2. The Decision of the FIFA Single Judge of the Players' Status Committee of 17 March 2015 is confirmed.
- (...)
5. All other motions or prayers for relief are dismissed.