



**Arbitration CAS 2015/A/4176 Club Atlético River Plate v. AS Trencin & Iván Santiago Díaz, award of 4 April 2016**

Panel: Mr Ricardo de Buen Rodríguez (México), President; Mr Gustavo Albano Abreu (Argentina); Mr Bruno De Vita (Canada)

*Football*

*Joint and several liability of a club to pay compensation for damages to another club*

*Requirement to determine against whom a claim is directed*

*Requirements to be fulfilled to consider a person as a respondent*

*Impossibility to condemn ex officio a person that has not been called as a party*

- 1. Article 9 of the FIFA Procedural Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber requires that claimants determine who are respondents to the proceedings before FIFA, i.e. against whom the claim is directed. It also makes a distinction between a party and other persons that may be involved in the relevant case.**
- 2. In light of the FIFA Procedural Rules and general principles of law, there are essential requirements that must be fulfilled in order to consider a person (natural or legal) as a respondent to a legal proceedings: a) there must be a direct claim from the claimant against that person, i.e. the claimant shall clearly identify who is the respondent; b) the existence of "standing to be sued"; and c) the jurisdictional body must notify the respondent of the existence of the claim and that his/her/its legal interest is affected by such claim.**
- 3. There is no provision in the FIFA Regulations that allows FIFA to act *ex-officio* to condemn a person that has never been called as a party or to consider a so-called "Intervening Party" as a party to the proceedings.**

**I. THE PARTIES**

1. Club Atlético River Plate (the "Appellant" or "River") is a professional football club based in Buenos Aires, Argentina. The Appellant is member of the Argentinean Football Association, which, in turn is affiliated to the Federation International de Football Association (hereinafter referred to as "FIFA").
2. AS Trencin (the "First Respondent" or "Trencin") is a football club based in Trencin, Slovakia. The First Respondent is member of the Slovakian Football Federation which, in turn is affiliated to FIFA.

3. Mr Iván Santiago Díaz (the “Second Respondent” or the “Player”) is a professional football player from San Fernando, Argentina.

## II. FACTS

4. The following is a summary of the relevant facts and arguments based on the Parties’ written submissions. Although the Panel has considered all the facts, legal arguments and evidence submitted by the Parties in the present case, it refers in this Award only to the submissions and evidence it considers necessary to explain its reasoning. With regard to several documents originally written in Spanish that are inside the FIFA’s file which is part of this arbitration file, the Panel advises that it has also analysed them.
5. It is important also to express that the First Respondent in its answer did not dispute in particular any of the facts argued by the Appellant in its statement of appeal and in its appeal brief. It only made a general statement expressing that it did not agree with the argumentations and legal facts provided by River and that it fully agreed with the Dispute Resolution Chamber of FIFA (the “DRC”) decision dated 10 April 2015 ( the “Appealed Decision”). Regarding the Second Respondent, he did not file any answer despite having been invited to do so.
6. On 10 January 2012, Trencin and the Player signed an employment contract (the “Contract”), valid as from 1 February 2012 until 31 January 2016.
7. According to the Contract, the Player was entitled to receive as remuneration the following amounts:
  - a. “*In year I...*” a monthly salary of EUR 6,250;
  - b. “*In year II...*” a monthly salary of EUR 7,083;
  - c. “*In year III...*” a monthly salary of EUR 7,917;
  - d. “*In year IV...*” a monthly salary of EUR 8,750.

The amounts were to be paid on the 15<sup>th</sup> day of the following month “*to the bank account shown in the preamble of this contract*”.

8. The Contract also contained different benefits to be paid by Trencin to the Player.
9. On December 2012, the Player went to Argentina. In the procedure before FIFA (which the Panel will describe in the following chapter of this award), Trencin argued that it authorized the Player to go on holidays to Argentina but he did not return, breaching the Contract. In response, the Player stated that the First Respondent was in default with regard to some outstanding salaries and bonuses and that he sent a letter to Trencin on 7 January 2013 terminating the Contract alleging just cause.
10. On 31 July 2013, the Player and River entered into an employment contract (the “Second

Contract”).

### III. PROCEEDINGS BEFORE FIFA

11. On 4 March 2013, Trencin filed a claim before FIFA against the Player.
12. On 12 March 2013, after analysing the claim filed by Trencin, FIFA requested Trencin to complete such claim with several documents.
13. On 8 April 2013, following FIFA’s request, Trencin completed its claim against the Player only.
14. For the purpose of our case, it is important to stress that from the very beginning, the claim of Trencin was exclusively directed to the Player (i.e. only the Player was considered as a Respondent by Trencin).
15. The prayers for relief requested by Trencin to FIFA were as follows:

*“1. committed the respondent to pay the financial compensation to the claimant in the amount of E 572.264,16, as determined by Dispute Resolution Chamber.*

*2. initiated the Disciplinary Committee proceedings in accordance with the FIFA Regulations on the Status and Transfer of Players due to the fact that respondent was in breach of contract during the protected period and failed to observe the obligations set out in this Regulations”.*

16. On 17 April 2013 and again on 15 May 2013, FIFA sent a letter to the Player informing him about the claim filed by the Trencin and inviting him to present his position.
17. On 17 April 2013, the Player filed a counterclaim before FIFA against Trencin, requesting the following:

*“a) Libertad de acción por falta de pago.*

*b) Pago por incumplimiento de contrato. Monto reclamado: E 315.500.- (euros trescientos quince mil quinientos) netos”.*

18. Freely translated into English by the Panel as follows:

*“a) Freedom of action due to non-payment.*

*b) Payment due to breach of contract. Amount claimed: E\$315.500.- (three hundred fifteen thousand euros) net sum”.*

19. On 2 August 2013, the First Respondent sent a letter to FIFA asking for information about the case and pointing out the following:

*“I would also like to point your attention to the fact that player Ivan Diaz is currently engaged in pre-season*

*of Argentinian club River Plate contrary to his obligations he has in club AS Trenčín. Please consult the web pages of River Plate <http://www.cariverplate.com.ar>”.*

20. On 9 October 2014, FIFA sent Trenčín a letter informing it about the answer and counterclaim filed by the Player.
21. On 5 November 2014, Trenčín sent FIFA its response to the Player’s answer and counterclaim.
22. On 17 November 2014, FIFA sent a letter to the Player and Trenčín asking them to present their final comments.
23. On 8 December 2014 and then again on 6 January 2015, FIFA requested the Player to state whether he entered into an employment agreement with a new club as of January 2013.
24. On 15 January 2015, FIFA received a letter from the Player’s representative expressing in Spanish that “[...]el jugador estuvo sin jugar hasta agosto de 2013 luego se incorporó a River...”.
25. The above-mentioned letter can be freely translated into English as follows: “...the player was not playing until August 2013, and then he joined River [...]”.
26. By a letter dated 19 January 2015, FIFA notified River of the existence of the proceedings between Trenčín and the Player. Moreover, FIFA requested River to provide some information.
27. Given the importance of the content of this letter for our arbitration procedure, the main text of the letter is reproduced:

*“Dear Sir,*

*We would like to inform you of the procedure pending before the Dispute Resolution Chamber between the Slovakian club, AS Trenčín and the Argentinian player, Iván Santiago Díaz.*

*In this respect, considering that the club, AS Trenčín lodged a claim against the player, Iván Santiago Díaz, and that the player of the reference and Atlético River Plate apparently concluded an employment contract in July 2013 valid until June 2015, we would like to provide you with a copy of the entire file for your perusal.*

*In view of the above and taking into account the relevant provisions of the Regulations on Status and Transfer of Players, in particular its art. 17 par. 2<sup>c</sup> & 4, we kindly invite you to provide us, by no later than 9 February 2015, with your comments on the present affair, if any, along with any documentary evidence you might deem useful in your support, if need be, duly translated into one of the four official FIFA languages (English, Spanish, French or German). In this regard, we kindly draw your attention to the fact that failure to provide the necessary translation may result in the document in question being disregarded by the decision-making body.*

*In this context, we kindly refer to the contents of art. 12 par 3 of the Rules Governing the Procedures of the Players’ Status Committee and the Dispute Resolution Chamber, according to which any party claiming a right from an alleged fact shall carry the burden of proof.*

*Furthermore, we kindly inform you that upon receipt of your comments, or in the absence thereof, within the above-mentioned time limit, we will proceed to submit the present matter to the Dispute Resolution Chamber for its consideration and decision”.*

28. On 6 February 2015, River answered FIFA regarding this letter. In a nutshell River argued that it signed a contract with the Player because he was a free agent. Furthermore, it highlighted that Trencin never filed a claim against River before FIFA and that it has been unaware of the facts related to the FIFA proceedings.

29. On 16 February 2015, FIFA informed the Appellant, the First and Second Respondent that the investigation-phase had concluded and that no further submissions would be admitted.

30. On 10 April 2015, FIFA issued the Appealed Decision, which operative part reads as follows:

*“1. The claim of the First Claimant/Respondent, AS Trencin, is partially accepted.*

*2. The Second Claimant/Respondent, Iván Santiago Díaz, is ordered to pay the First Claimant/Respondent, within 30 days as from the date of notification of this decision, compensation for breach of contract in the amount of EUR 200,000.*

*3. The Intervening Party, Atlético River Plate, is jointly and severally liable for the payment of the aforementioned compensation.*

*4. If the aforementioned sum is not paid within the stated time limit, interest at the rate of 5% p.a. will fall due as of expiry of the aforementioned time limit and the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.*

*5. Any further claim lodged by the First Claimant/Respondent is rejected.*

*6. The claim lodged by the Second Claimant/Respondent is rejected.*

*7. The First Claimant/Respondent is directed to inform both the Second Claimant/Respondent and the Intervening Party, immediately and directly, of the account number to which the remittance is to be made and notify the Dispute Resolution Chamber of every payment received”.*

31. The grounds of the Appealed Decision were notified to the parties on 22 July 2015.

#### **IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

32. On 12 August 2015, the Appellant filed a statement of appeal with the Court of Arbitration for Sport (the “CAS”), pursuant to Article R48 of the Code of Sports-related Arbitration (the “Code”), against Trencin and the Player with respect to the Appealed Decision.

33. On 21 August 2015, the Appellant filed its appeal brief, pursuant to Article R51 of the Code. In the appeal brief the Appellant requested the CAS to render an award as follows:

*“a) To revoke the decision of the FIFA Dispute Resolution Chamber.*

*b) To exempt River Plate from jointly and severally liability.*

*c) In any case, to allocate the respondents the costs of this procedure, the procedure before FIFA and a contribution of CHF 15.000.- towards the appellant’s costs”.*

34. On 17 September 2015, the First Respondent filed its answer, pursuant to Article R55 of the Code, with the following request:

*“With the regard to the above-mentioned, we are kindly asking the Court of Arbitration for Sport to confirm the decision of FIFA Dispute Resolution Chamber in its entirety and order to the Appellant to pay costs before the DRC and CAS in an amount to be assessed by the CAS”.*

35. The Second Respondent did not file his answer despite having been invited to do so.

36. By letter dated 12 October 2015, the CAS Court Office informed the parties, that the Second Respondent did not submit his answer. However, according to article R55 of the Code, the Panel will nevertheless proceed with the arbitration and deliver an award.

37. On 15 October 2015, the CAS Court Office informed the parties that the Panel had been constituted as follows: Mr Ricardo de Buen Rodríguez, from México D.F., México as President, Mr Gustavo Abreu, from Buenos Aires, Argentina (nominated by the Appellant), and Mr Bruno De Vita, from Vancouver, Canada (nominated by the Division President *in lieu* of the Respondents), as arbitrators.

38. On 16 October 2015, AS Trencin informed the CAS Court Office of its preference for an award be rendered on the sole basis of the parties’ written submissions and highlighted its disagreement with the composition of the Panel.

39. On the same date, the CAS Court Office informed Trencin that due to the Respondents’ failure to jointly nominate an arbitrator, the Division President had appointed the arbitrator in lieu of the Respondents, pursuant to Article R54 in connection with Article R41.1 of the Code.

40. On 19 October 2015, the Appellant informed the CAS Court Office of its preference for an award be rendered on the sole basis of the parties’ written submissions. The Second Respondent, in turn, remained silent in this respect.

41. On 30 October 2015, the CAS Court Office informed the parties that the Panel had decided to render an award on the sole basis of the parties’ written submissions, pursuant to Article R57 of the Code.

42. On 10 November 2015, the CAS Court Office requested FIFA to send a copy of the complete case file.

43. On 18 November 2015, the CAS Court Office sent the Order of Procedure to the parties, which was duly signed by the Appellant and the First Respondent. The Second Respondent, in contrast, did not sign it despite having been invited to do so.

44. On 16 December 2015, FIFA sent to the CAS Court Office a copy of the complete case file.

## V. SUMMARY OF THE PARTIES' POSITIONS

### A) The Appellant's position

45. The Appellant's position can be summarized as follows:

- The Player terminated his Contract with Trencin in January 2013 and, until July 2013, 6 months later, he did not sign the Second Contract with River Plate, and River never induced the Player to breach the Contract.
- The Player ensured to River, at all times, that he was a free agent.
- Despite the fact that the just cause alleged by the Player on his termination of contract with Trencin was disputed, the Player terminated his contract and therefore he was free to sign a new contract with a new club.
- In relation to the proceedings in front of the DRC neither the First Respondent nor the Second Respondent lodged a claim against the Appellant.
- Article 17 of the Regulations on the Status and Transfer of Players (the "RSTP") shall be interpreted as a whole, rather than by separate paragraphs. The clear objective of this article is maintaining the contractual stability, and therefore the only way in which a club shall be considered liable to pay the compensation is if it had any responsibility or induced a breach of contract.
- The rigid interpretation of art. 17 of the RSTP violates rights of workers to work, and effectively compels employers to avoid hiring players who breach their contracts.
- Not only is the application of art. 17.2 of the RSTP made by the DRC rigid, but it is also clearly unfair since River had no participation whatsoever in the breach of contract by the Player with Trencin.
- *Non Ultra Petita* principle. None of the parties involved River as a Respondent in the procedure before the DRC. River was not allowed to participate in this procedure, and therefore could not exercise its right of defence.
- If River would have been considered as a party during the DRC procedure, River could have exercised its right of defence against the claim, but that never occurred.
- The fact that Trencin recognized that it owed River training compensation means that the First Respondent never intended to file a claim against River.

## **B) The First Respondent's Position**

46. The First Respondent's position can be summarized as follows:

- The Appellant as an intervening party to the proceedings before FIFA is jointly and severally liable for the payment for the compensation due by the Player to Trencin. The legal basis of such liability is Article 17.2 of the RSTP.
- The argument of River that they signed the Player when he was a free agent during six months is an attempt to avoid its responsibility to pay the compensation.
- Pursuant to Article 17 of the FIFA RSTP, "new club" means the first club for which the player is registered after the termination of the contract with his former club occurred
- The Appellant was aware of the fact that the Player had an employment contract with Trencin at the time they signed the Second Contract. A proof of it is that the Slovak football Association rejected the request for the Player's ITC.
- According to Art. 17 par. 2 of the RSTP, the player and his new club are jointly and severally liable for the payment of compensation regardless of any involvement of the new club in the player's decision to terminate the contract (without just cause).
- The Player was a key football player in the team and his contractual breach in the middle of the season could have a negative impact on the Club's results and ranking. His contractual breach and his later signing with River was explained as an attempt by the Argentine club to avoid the payment of a transfer fee.
- River was invited by DRC to provide its comments regarding the matter between the Player and Trencin. The Appellant used its right to provide its comments to the DRC as intervening party.
- It is well-established DRC jurisprudence that a new club shall be jointly and severally liable for the payment of compensation as an intervening party. It does not matter if the former club explicitly requires or not the liability of the new club to pay compensation.
- Regarding the argument presented by the Appellant in relation to training compensation, the First Respondent expresses that it never gave up its right to claim.

47. As mentioned, the Second Respondent did not file his answer despite having been invited to do so.

## VI. LEGAL CONSIDERATIONS

### 1. Jurisdiction

48. The CAS jurisdiction derives from Art. R47 of the Code and Art. 67 of the FIFA Statutes. It follows that CAS has jurisdiction to rule on this dispute.

49. According to Art. R57 of the Code, the Panel has full power to review the facts and the law of the case. Furthermore, the Panel may issue a new decision which replaces the decision challenged or may annul the decision and refer the case back to the previous instance.

### 2. Admissibility

50. The grounds of the Appealed Decision were notified to the Appellant on 22 July 2015 and the statement of appeal was filed 12 August 2015, i.e. within the twenty-one day deadline specified in the FIFA Statutes. Accordingly, the appeal is admissible.

### 3. Applicable Law

51. According to Art. R58 of the Code:

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

52. Article 66 of the FIFA Statutes provides that CAS shall primarily apply the various Regulations of FIFA and, additionally, Swiss law. Therefore, the Panel considers that the applicable law to this dispute is FIFA Regulations and, subsidiarily, Swiss law.

### 4. The merits of the dispute

53. According to the parties' written submissions the main objects of the dispute consist of the following:

*a). Was River a party or not in front of FIFA, and what are the consequences?*

*b). Is the Appellant jointly and severally liable for the payment of the compensation to be paid by the Player to the First Respondent?*

#### **a) Was River a party or not in front of FIFA and what are the consequences?**

54. On the one hand, the Appellant argues that it was never a party in front of FIFA because Trencin never lodged a claim against it. On the other hand, the First Respondent contends that the establishment of obligations for the Appellant by FIFA are valid regardless of whether Trencin named River as a Respondent. For a better explanation of the Panel analysis, this topic

has been divided as follows:

*a.1.) The procedural rules*

55. First of all the Panel has analysed which are the procedural rules that FIFA should have applied to the proceedings that ended in the Appealed Decision, which established that River was jointly and severally liable to pay the compensation due by the Player to Trencin.
56. Been a procedure before the DRC, the Panel considers that the applicable procedural rules are the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter referred to as "the Procedural Rules").
57. The Panel notes that FIFA established in the Appealed Decision that *"the 2012 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber ( the Procedural Rules) is applicable to the matter at hand [...]".*
58. As an initial matter, the Panel considers pertinent to refer to paragraph 8 of article 5 of the Procedural Rules, which establishes: *"Subject to any provisions to the contrary, all parties in the proceedings shall be granted the right to be heard, the right to present evidence, the right for evidence leading to a decision to be inspected, the right to access files and the right to a motivated decision".*
59. In other words, members of FIFA have the right for a due process.
60. In relation with who must be considered a party, article 6, paragraphs 1 are 3 of the Procedural Rules provides that:

*"1. Parties are members of FIFA, clubs, players, coaches or licensed match players' agents.*

*3. Parties requesting the opening of proceedings shall be sent written confirmation when the request has been received. Parties affected by the opening of proceedings must be notified thereof without delay".*
61. This provision establishes that parties affected by the proceedings must be notified without delay.
62. Article 9, paragraphs 1. a), c) and f) of the Procedural Rules reads as follows:

*"Petitions shall be submitted in one of the four official FIFA languages via the FIFA general secretariat. They shall contain the following particulars:*

*"a) the name and address of the parties;*

*"c) the motion or claim;*

*"f) the name and address of other natural and legal persons involved in the case concerned (evidence)".*
63. This provision requires that claimants determine who are respondents (i.e. against whom the

claim is directed) to the proceedings before FIFA. It also makes a distinction between a party and other persons that may be involved in the relevant case.

64. Even though the Procedural Rules do not give an explicit and detailed definition of the meaning of “parties”, the Panel has analysed the main elements to be taking into account to reach a decision, and will apply them in the following paragraphs.

a.2) *The proceedings in front of FIFA*

65. The Panel considers that the main issues of the FIFA procedure to be taken into account for solving this dispute are the following:

- When Trencin filed its claim in front of FIFA (documents dated 4 March 2013 and 8 April 2013), the First Respondent exclusively directed such claim against the Second Respondent only. It never mentioned or filed any claim against the Appellant.
- There is evidence that in August 2013, the First Respondent was aware that the Second Respondent engaged in pre-season with the Appellant. Despite knowing that, Trencin did not file any claim against River or ask FIFA to consider River as a party (i.e. Respondent).
- FIFA had not included River in the file until it received a letter from the Player’s representative informing that the Second Respondent had joined River. This occurred on 15 January 2015.
- On 19 January 2015, FIFA informed River of the existence of the procedure. Although the content of the letter sent by FIFA to River has been reproduced above, the most important part of the letter is reproduced again:

*“In view of the above and taking into account the relevant provisions of the Regulations on Status and Transfer of Players, in particular its art. 17 par. 2 & 4, we kindly invite you to provide us, by no later than 9 February 2015, with your comments on the present affair, if any, along with any documentary evidence you might deem useful in your support, if need be, duly translated into one of the four official FIFA languages (English, Spanish, French or German). In this regard, we kindly draw your attention to the fact that failure to provide the necessary translation may result in the document in question being disregarded by the decision-making body”.*

- For the Panel, this is only a notification from FIFA to River of the existence of the procedure and an invitation to provide comments. River answered FIFA on 6 February 2015 and expressed that there was no claim against it and that the Appellant had been unaware of the facts related to said procedure, which the Panel considers accurate.
- Thereafter, FIFA closed the proceedings and then rendered a decision. In the Appealed Decision and with no other arguments in relation with River as a join debtor, FIFA established that:

*“Furthermore, in accordance with the unambiguous content of article 17 par. 2 of the Regulations, the Chamber established that River shall be jointly and severally liable for the payment of compensation.*

*In this respect and in relation to River’s argumentation, the Chamber was eager to point out that the joint liability of a player’s new club is independent from the question as to whether this new club has committed an inducement to contractual breach and finds a clear legal basis in art. 17 par. 2 of the Regulations. This conclusion is in line with the well-established jurisprudence of the Chamber that was repeatedly confirmed by the Court of Arbitration for Sport (CAS). Hence, the Chamber decided that River is jointly and severally liable for the payment of the relevant compensation”.*

66. In view of the above, the Panel does not find any evidence in the proceedings before FIFA that could lead to consider that River was named as a Respondent to such proceedings. The Panel therefore concludes that:

- a) Although River was indirectly interested in the outcome of the proceedings in front of FIFA, it was never a party to said proceedings because:
  - i) Neither Trencin nor the Player presented a claim against River in front of FIFA. Neither at the beginning of the proceedings nor when Trencin was aware of the employment agreement entered into by the Player and River.
  - ii) In light of the Procedural Rules and general principles of law, there are essential requirements that must be fulfilled in order to consider a person (natural or legal) as a party (i.e. Respondent) to a legal proceedings:
    - There must be a direct claim from the claimant to that person (i.e. the Claimant shall clearly identify who is the Respondent).
    - The existence of “standing to be sued”.
    - The jurisdictional body must notify the Respondent of the existence of the claim and that his/her/its legal interest is affected by such claim.
  - iii) In the case at stake, River was never a party to the proceedings before FIFA. In this regard, FIFA did never call River as a party. First of all because, in accordance with the Procedural Rules, FIFA did not have the power to call River as a party since it is for Claimants to name Respondents. Furthermore, the Panel notes that Trencin did not file any claim against River before FIFA. In any event, FIFA’s letter of 19 January 2015, cannot be considered as a notification that River was a party.
- b) In relation with the *non ultra petita* principle, the Panel has noticed that even though it was argued by the Appellant in front of FIFA, the DRC did not analyze it in the Appealed Decision. However the Panel, acting *de novo* has analyzed it, finding that it is correct, as expressed by the Appellant, that any jurisdictional body may not award a party anything more than or different from what the party has requested. Contrary to the arguments of

the First Respondent, the Panel considers that any possible liability for River derived from the proceedings before FIFA could only had been established from a specific and previous claim of Trencin. Even though said principle is not explicitly contained in the Procedural Rules, the Panel considers that it is implicit in them and that it is also a basic principle of law present in all legal systems which shall be applicable in order to respect the due process. For example, article 58 of the Swiss Civil Procedure Code recognizes such principle.

- c) There is no provision in the FIFA Regulations that allows FIFA to act *ex-officio* to condemn a person that has never been called as a party or to consider a so-called “Intervening Party” (as named in the Appealed Decision) as a party to the proceedings.
- d) As there was not a claim from Trencin or the Player in front of FIFA against the Appellant, the Panel considers that FIFA did not have the power to call the Appellant as a party to the proceedings. Consequently, River was never a party to the proceedings before FIFA and the latter has no power to condemn River to pay compensation to Trencin based on a claim that was never directed against River.
- e) There is another argument presented by the Appellant and contested by the First Respondent in relation with the training compensation. The Appellant contends that the recognition by Trencin of the obligation to pay it to River, was a proof that the First Respondent never intended to file a complaint against the Appellant before FIFA. This argument has become moot, given that the Panel has recognized that River was not party to the FIFA proceedings.

**b) *Is the Appellant jointly and severally liable for the payment of the compensation to be paid to the First Respondent by the Player?***

67. In view of the above, the Panel considers that River is not jointly and severally liable to pay the compensation due to Trencin by the Player.

**5. Final conclusion**

68. In light of the foregoing, the Panel has decided to uphold the appeal and to partially modify the Appealed Decision to the extent that River is not jointly and severally liable to pay the compensation due to Trencin by the Player.

## **ON THESE GROUNDS**

### **The Court of Arbitration for Sport rules that:**

1. The appeal filed by Club Atlético River Plate against the decision rendered on 10 April 2015 by the FIFA Dispute Resolution Chamber is upheld.
2. The decision rendered on 10 April 2015 by the FIFA Dispute Resolution Chamber is partially modified. Club Atlético River Plate is not jointly and severally liable to pay EUR 200'000 as compensation to AS Trencin, such amount is to be solely paid by Mr Iván Santiago Díaz.
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.