



**Arbitration CAS 2010/A/2139 Kauno Futbolo Ir Beisbolo Klubas v. Fédération Internationale de Football Association (FIFA), award of 26 October 2010**

Panel: Mr Michele Bernasconi (Switzerland), Sole Arbitrator

*Football*

*Failure of a club to comply with a decision of a FIFA body or CAS*

*Interpretation of article 64.1 FIFA DC*

*Principle of “ne bis in idem”*

*Absence of violation of the principle according to which every person has the right to defend its rights in court*

*Enforceability of CAS award*

1. The wording of art. 64.1 of the FIFA Disciplinary Code (DC) is clear and unambiguous. Art. 64 is aimed at ensuring that both financial and non-financial decisions are complied with and does not treat distinctively the failure to comply with one or the other type of measures. Art. 64.1 provides no indication that the sanctions listed in paragraphs a) to c) are foreseen exclusively as alternative sanctions. Therefore, it is Art. 64.1 of the FIFA DC correct interpretation that (i) the fine provided for in paragraph a) can be imposed in case of failure to comply with any decision, either financial or non-financial, from a body, a committee or an instance of FIFA or CAS, and that (ii) this sanction may be imposed cumulatively with those provided for in paragraphs b) – granting of a final deadline to comply – and c) – deduction of points for clubs – of the same article.
2. The *ne bis in idem* principle means basically that no one shall be sanctioned twice because of the same offence. An appealed decision rendered in the context of a disciplinary procedure and sanctioning a disciplinary infraction, namely the non compliance with a decision of the FIFA Dispute Resolution Chamber (DRC) and a CAS award is distinct from a DRC decision and a CAS award rendered in the context of a contractual dispute ordering a compensation for breach of contract. It concerns a different infraction and therefore does not violate the principle of *ne bis in idem*.
3. According to the FIFA Statutes, a club affiliated to a national football federation has accepted to be submitted to the regulations of the FIFA bodies and therefore to the jurisdiction of the FIFA bodies and CAS. As a result, an affiliated club also accepted that CAS awards rendered in appeal are final and binding upon the parties, and, as the seat of CAS is Lausanne, Switzerland, that CAS awards may only be challenged, under certain circumstances, before the Swiss Federal Tribunal. In this respect, there is no violation of a club's right to defend its rights in court if the club chose not to challenge the CAS award confirming the DRC decision before the Federal Tribunal within the legal time limit.

- 4. As provided by Art. R59 of the CAS Code, CAS awards rendered in appeal are final and binding upon the parties as from the notification of their operative part to the parties by the CAS Court Office. CAS awards are therefore immediately enforceable without the need for any procedure before national courts. The recognition and enforcement of awards by national courts under the New York Convention is designed to allow a party to seek measures forcing performance of the award in a given jurisdiction such as, for instance, the seizure of assets. Failure to comply with a CAS award exposes a party affiliated with FIFA both to the possible enforcement proceedings at State level and to a possible disciplinary proceeding, in accordance with art. 64.1 of the FIFA DC. These two proceedings are of a different nature and one does not exclude the other. As a result, on the basis of the FIFA regulations and in particular of art. 64.1 of the FIFA DC, the potential difficulty of a CAS award to be recognized and enforced by a foreign court is not *per se* a justification for a party bound by FIFA regulations and that participated in that CAS proceedings to refuse to comply with such CAS award.**

Association Kauno futbolo ir beisbolo klubas is a football club with its registered office in Kaunas, Lithuania (“the Appellant”). It is a member of the Lithuanian Football Federation (LFF), itself affiliated to the Fédération Internationale de Football Association (FIFA) since 1923.

FIFA is an association under Swiss law and has its registered office in Zurich, Switzerland. FIFA is the governing body of international football at worldwide level. It exercises regulatory, supervisory and disciplinary functions over national associations, clubs, officials and players world-wide.

On January 9, 2009, the FIFA Dispute Resolution Chamber (“the DRC”) decided that the Appellant has to pay to the player Mr. Iurii Priganiuk (“the Player”) the amount of EUR 200’000 and, in case the amounts were not paid within 30 days of notification of the decision, interest at a rate of 5% as from the expiry of that time limit. The grounds of the decision were notified to the parties on April 7, 2009.

The Appellant appealed to the Court of Arbitration for Sport (CAS), which rejected the appeal and confirmed the decision of the DRC on December 10, 2009 (see Award CAS 2009/A/1838).

On February 19, 2010 the secretariat to the FIFA Disciplinary Committee opened disciplinary proceedings against the Appellant as the club failed to comply with the decision of the DRC, which had been confirmed by CAS. The opening of that proceeding was notified on the same date to the LFF, the Player and the Appellant.

On February 25, 2010 and March 19, 2010 the Player informed FIFA that no amount had been paid by the Appellant and asked for disciplinary sanctions to be taken.

On March 25, 2010 the secretariat to the FIFA Disciplinary Committee asked the Appellant to pay the outstanding amounts by April 1, 2010 at the latest and informed it that the case would be submitted to the FIFA Disciplinary Committee on April 14, 2010.

On March 29, 2010, the Appellant sent a letter to FIFA, in response to FIFA's letter dated March 25, 2010, claiming that it is incapable of fulfilling the decision of the DRC of January 9, 2009 and the CAS award of December 10, 2009 before they are recognized by the Lithuanian Court of Appeal, arguing this to be due in accordance with the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, and Lithuanian civil law. The Appellant requested FIFA to suspend the disciplinary proceedings until the award is recognized according to the above-mentioned procedure and to inform the Player about the fact that it must fill an application to Lithuanian Court of Appeal requesting the recognition and enforcement of the CAS award of December 10, 2009 so that the Appellant could act in accordance with the award.

On April 6, 2010, FIFA sent a letter to the Appellant acknowledging receipt of the Appellant's letter dated March 29, 2010 and taking note of its content. The letter informed the Appellant that, as an affiliated member to the LFF, which is itself a member association of FIFA, the club is submitted to the regulations of the FIFA bodies and has accepted that the execution of any decision taken by a FIFA body or by CAS will be made according to the FIFA regulations. FIFA further indicated that according to the FIFA regulations, the decision of the DRC has become final and binding and, since the Appellant has not complied with it, it is in violation of art. 64 of the FIFA Disciplinary Code ("FIFA DC") and the subject of disciplinary proceedings. The Appellant was urged again to pay the outstanding amounts immediately and reminded that failure to pay immediately would result in the case being submitted to the FIFA Disciplinary Committee on April 14, 2010.

On April 14, 2010, the FIFA Disciplinary Committee issued a decision in case n°100048 PST LTU ZH ("the Appealed Decision"), which decided that:

- 1. The club FBK Kaunas is pronounced guilty of failing to comply with a decision of a FIFA body in accordance with art. 64 of the FDC.*
- 2. The club FBK Kaunas is ordered to pay a fine to the amount of CHF 20,000. The fine is to be paid within 30 days of notification of the decision. Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS /~ AG, Bahnhofstrasse 45,8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 -'() 02303255 1970 J or in US dollars (USD) to account no. 0230-325519.71 U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 02303255 1971 U, with reference to case no. 100048 obi.*
- 3. The club FBK Kaunas is granted a final period of grace of 30 days as from notification of the decision in which to settle its debt to the creditor.*
- 4. If payment is not made by this deadline, the creditor may demand in writing from FIFA that six (6) points be deducted from the debtor's first team in the domestic league championship. Once the creditor has filed this request, the points will be deducted automatically without a further formal decision having to be taken by the FIFA Disciplinary Committee. The order to implement the points deduction will be issued on the association concerned by the secretariat to the FIFA Disciplinary Committee.*

5. *If the debtor still fails to pay the amount due even after deduction of the points in accordance with point 4, the FIFA Disciplinary Committee will decide on a possible relegation of the debtor's first team to the next lower division.*

6. *As a member of FIFA, the Lithuanian Football Federation is reminded of its duty to implement this decision and, if so requested, provide FIFA with proof that the points have been deducted. If the Lithuanian Football Federation does not comply with this decision despite being ordered to do so, the FIFA Disciplinary Committee will decide on appropriate sanctions on the member. This can lead to expulsion from all FIFA competitions.*

7. *The Lithuanian Football Federation is asked to inform the club FBK Kaunas that, by taking the present case to Lithuanian ordinary courts of law, he is in violation of art. 64 par. 2 of the FIFA Statutes and may be sanctioned accordingly.*

8. *The costs of these proceedings in the amount of CHF 2'000 are to be borne by the debtor.*

9. *The creditor is directed to notify the secretariat to the FIFA Disciplinary Committee of every payment received”.*

The Appealed Decision was notified to the parties on May 20, 2010.

On June 10, 2010, the Appellant filed a statement of appeal with the CAS. It challenged the Appealed Decision, submitting the following request for relief:

*“The relief sought on the Appeal is, pursuant to Article R57 of the CAS Code, that CAS:*

*(a) Accepts this Appeal against the Decision; and*

*(b) Annul the 14th April, 2010 FIFA Disciplinary Committee Decision (case ref. 100048 PST LTU ZH) imposing the sanction (par. 1.2.1. - 1.2.8.) upon the Association “Kauno futbolo ir beisbolo klubas””.*

On June 21, 2010, the Appellant filed an Appeal Brief, submitting the following request for relief:

*“The Appellant requests the CAS to:*

*(a) Accepts this Appeal against the Decision; and*

*(b) Annul the 14th April, 2010 FIFA Disciplinary Committee Decision (case ref. 100048 PST LTU ZH) imposing the sanction (par. 1.2.1. - 1.2.8.) upon the Association “Kauno futbolo ir beisbolo klubas”;*

*(c) orders the Respondent to pay costs before the CAS in an amount to be assessed by the CAS”.*

The submissions of the Appellant, in essence, may be summarized as follows:

- The Appealed Decision is unlawful and unfair:
- The Appellant is incapable of legitimately and legally fulfil the decision of the DRC rendered on January 9, 2009, and the CAS Award n°CAS 2009/A/1838 rendered on December 10, 2009 as they have not been properly recognized and enforced by Lithuanian courts.

On July 13, 2010, FIFA filed an Answer, with the following request for relief:

*“We would like to request CAS:*

1. *To reject the Appellant's request to annul the decision hereby appealed against.*
2. *To order the Appellant to bear all costs incurred with the present procedure and to cover all legal expenses of the Respondent related to the present procedure”.*

The submission of FIFA may be summarised as follows:

- The Appellant's interpretation of art. 64 of the FIFA DC is wrong. As per the clear wording of this provision, the sanctions stipulated in art. 64.1 par. a) to c) are not alternative and depending on the type of decision that was not respected but cumulative. This interpretation is expressed in the longstanding jurisprudence of the Committee and CAS. Therefore, the sanctions imposed by the Committee in the Appealed Decision were in line with art. 64 of the FIFA DC and its interpretation by the Committee and CAS.
- The principle of *ne bis in idem* was not breached by the Appealed Decision. The DRC's decision of January 9, 2009 concerned a contractual dispute between the Appellant and the Player, and the infraction the Appellant was found guilty of was the violation of art. 17.1 of the FIFA Regulations for the Status and Transfer of Players, as a result of which, *inter alia*, the Appellant was ordered to pay compensation for breach of contract. The December 10, 2009, CAS award was the final decision rendered in appeal on the same matter. The Appealed Decision concerned a disciplinary proceeding relating to a different/separate violation, namely the violation of art. 64 of the FIFA DC (failure to comply with a decision of a FIFA body or CAS). It follows that the principle of *ne bis in idem* has not been violated by the Appealed Decision.
- The FIFA regulations exclude the application of the New York Convention or any other national or international legislation that would subject the recognition and enforcement of a decision taken by a FIFA body or CAS to a procedure before national ordinary courts. This principle was incorporated in the FIFA Statutes at art. 64.2:

Pursuant to art. R57 par. 2 of the Code of Arbitration for Sport (“the Code”), the parties were invited to inform the CAS Court Office whether their preference was for a hearing to be held or for an award to be rendered on the basis of the parties' written submissions only. As per the Order of Procedure signed by FIFA and the Appellant respectively on September 1, 2010 and September 7, 2010, both parties expressly agreed to waive a hearing and the Sole Arbitrator decided to proceed on the basis of written submissions alone.

## LAW

### CAS Jurisdiction

1. The jurisdiction of CAS, which is not disputed, derives from art. 62 *et seq.* of the FIFA Statutes and art. R47 of the Code. It is further confirmed by the Order of Procedure duly signed by the parties.

2. It follows that CAS has jurisdiction to decide on the present dispute.
3. Under art. R57 of the Code, the Sole Arbitrator has the full power to review the facts and the law.

### **Admissibility**

4. The appeal was filed within the deadline provided by the FIFA Statutes and stated in the Appealed Decision. Further, it complied with all the other requirements of art. R48 of the Code.
5. It follows that the appeal is admissible.

### **Applicable law**

6. Art. R58 of the Code provides the following:  
*“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”.*
7. Pursuant to art. 62 par. 2 of the FIFA Statutes “[t]he provisions of the CAS Code of Sports-Related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law”.
8. In this case, accordingly, the FIFA regulations will be applied primarily, and Swiss law shall apply complementarily.

### **Merits**

9. The main issues to be resolved by the Sole Arbitrator in deciding this dispute are the following:
  - Does the Appealed Decision violate art. 64.1 of the FIFA DC by imposing sanctions not permitted under this rule?
  - Does the Appealed Decision violate the principle of *ne bis in idem*?
  - Does the Appealed Decision violate the principle according to which every person has the right to defend its rights in court?
  - Did the Appealed Decision unduly sanction the Appellant as the latter’s non compliance with the DRC decision of January 9, 2009 and the CAS award of December 10, 2010 would be legitimated by the absence of recognition and enforcement of these decisions by Lithuanian courts?

- A. *Does the Appealed Decision violate art. 64.1 of the FIFA DC by imposing sanctions not permitted under this rule?*
10. The particular issue to be resolved by the Sole Arbitrator in that regard is whether in case of non-compliance with an instruction by a body, a committee or an instance of FIFA to pay a sum of money, the only sanction that may be imposed is the one foreseen in paragraphs b) and c) of art. 64.1 of the FIFA DC, to the exclusion of the sanction provided for in paragraph a) of art. 64.1 of the FIFA DC.
  11. The Appealed Decision sanctioned the Appellant for failing to comply with the DRC decision of January 9, 2009 and the CAS award of December 10, 2009 as the Appellant did not pay to the Player the compensation for breach of contract that was ordered by the DRC decision and confirmed by the CAS award. The Appealed Decision imposed sanctions under paragraphs a), b) and c) of art. 64.1 of the FIFA DC.
  11. Art. 64.1 of the FIFA DC provides as follows:

*“Anyone who fails to pay another person (such as a player, a coach, or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee or an instance of FIFA or CAS (financial decision), or anyone who fails to comply with another decision (non-financial decision) passed by a body, a committee or an instance of FIFA or CAS:*

    - a) will be fined at least CHF 5,000 for failing to comply with a decision;*
    - b) will be granted a final deadline by the judicial bodies of FIFA in which to pay the amount due or to comply with the (non-financial) decision;*
    - c) (only for clubs) will be warned and notified that, in the case of default or failure to comply with a decision within the period stipulated, points will be deducted or demotion to a lower division ordered. A transfer may also be pronounced”.*
  12. The wording of art. 64.1 of the FIFA DC is clear and unambiguous. Art. 64 is aimed at ensuring that both financial and non financial decisions are complied with and does not treat distinctively the failure to comply with one or the other type of measures. Art. 64.1, in paragraphs a) to c), provides lists of sanctions that may be imposed in case of failure to comply with a financial decision “or” a non-financial decision. In addition, there is no limitation specified in the list of sanctions but for paragraph’s c) sanction which is expressly limited to failure to comply by clubs.
  13. Art. 64.1 provides no indication that the sanctions listed in paragraphs a) to c) are foreseen exclusively as alternative sanctions.
  14. Therefore, it is Art. 64.1 of the FIFA DC correct interpretation that (i) the fine provided for in paragraph a) can be imposed in case of failure to comply with any decision, either financial or non-financial, from a body, a committee or an instance of FIFA or CAS, and that (ii) this sanction may be imposed cumulatively with those provided for in paragraphs b) and c) of the same article.

15. Consequently, the Sole Arbitrator finds that the Appealed Decision does not violate art. 64.1 of the FIFA DC.

B. *Does the Appealed Decision violate the principle of ne bis in idem?*

16. The particular issue to be resolved by the Sole Arbitrator is whether the Appealed Decision rules on the same infraction which was ruled upon in the DRC decision of January 9, 2009 and CAS award of December 10, 2009 that confirmed it.

17. The *ne bis in idem* principle means basically that no one shall be sanctioned twice because of the same offence.

18. The Appealed Decision sanctions, according to art. 64 of the FIFA DC, the Appellant for not complying with a decision from a body, a committee or an instance of FIFA or CAS, namely, the DRC decision of January 9, 2009 and CAS award of December 10, 2009 confirming, as the appeal authority, the DRC decision. The Sole Arbitrator notes that the non compliance by the Appellant with the DRC decision of January 9, 2009 and the CAS award of December 10, 2009 is not contested.

19. The DRC decision of January 9, 2009, confirmed by the CAS award of December 10, 2009, did find that the Appellant violated art. 17.1 of the FIFA Regulations for the Status and Transfer of Players and as a result ordered the Appellant to pay the Player compensation for breach of contract.

20. The Appealed Decision was rendered in the context of a disciplinary procedure and sanctions a disciplinary infraction, namely the non compliance with a DRC decision and a CAS award. The DRC decision of January 9, 2009 and the CAS award of December 10, 2009 were rendered in the context of a contractual dispute, and ordered a compensation for breach of contract.

21. Therefore, since the Appealed Decision concerns a different infraction from the violation on which ruled the decisions of DRC of January 9, 2009 and the CAS award of December 10, 2010, the Sole Arbitrator finds that the Appealed Decision does not violate the principle of *ne bis in idem*.

C. *Does the Appealed Decision violate the principle according to which every person has the right to defend its rights in court?*

22. The particular issue to be resolved by the Sole Arbitrator is whether the fact that in the Appealed Decision the Committee asked the LFF to inform the Appellant that, by taking the present case to Lithuanian ordinary courts of law, it is in violation of art. 64.2 of the FIFA Statutes and may be sanctioned accordingly, is in violation of the Appellant's right of access to the courts.



23. As an affiliated member of the LFF, the Appellant has accepted to be submitted to the regulations of the FIFA bodies. Indeed, art. 13.1 of the FIFA Statutes provide that:

*“Members have the following obligations:*

*(a) to comply fully with the Statutes, regulations, directives and decisions of FIFA bodies at any time as well as the decisions of the Court of Arbitration for Sport (CAS) passed on appeal on the basis of art. 62 par. 1 of the FIFA Statutes;*

*[...]*

*(d) to ensure that their own members comply with the Statutes, regulations, directives and decisions of FIFA bodies; [...].”*

24. The FIFA Statutes further provide that:

*“Article 62*

*1. FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, Members, Confederations, Leagues, clubs, Players, Officials and licensed match agents and players’ agents.*

*2. The provisions of the CAS Code of Sports-Related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.*

*Article 63*

*1. Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by Confederations, Members or Leagues shall be lodged with CAS within 21 days of notification of the decision in question.*

*[...]*

*Article 64*

*1. The Confederations, Members and Leagues shall agree to recognise CAS as an independent judicial authority and to ensure that their members, affiliated Players and Officials comply with the decisions passed by CAS. The same obligation shall apply to licensed match and players’ agents.*

*2. Recourse to ordinary courts of law is prohibited unless specifically provided for in the FIFA regulations.*

*3. The Associations shall insert a clause in their statutes or regulations, stipulating that it is prohibited to take disputes in the Association or disputes affecting Leagues, members of Leagues, clubs, members of clubs, Players, Officials and other Association Officials to ordinary courts of law, unless the FIFA regulations or binding legal provisions specifically provide for or stipulate recourse to ordinary courts of law. Instead of recourse to ordinary courts of law, provision shall be made for arbitration. Such disputes shall be taken to an independent and duly constituted arbitration tribunal recognised under the rules of the Association or Confederation or to CAS.*

*The Associations shall also ensure that this stipulation is implemented in the Association, if necessary by imposing a binding obligation on its members. The Associations shall impose sanctions on any party that fails to respect this obligation and ensure that any appeal against such sanctions shall likewise be strictly submitted to arbitration, and not to ordinary courts of law”.*

25. Therefore, the Appellant accepted the jurisdiction of the FIFA bodies and CAS. The Sole Arbitrator notes in this regard that the Appellant did not challenge the competence of the DRC and/or of CAS in the course of the proceedings that resulted in the DRC decision of January 9, 2009 and the CAS award of December 10, 2009.
26. The Appellant also accepted that CAS awards rendered in appeal are final and binding upon the parties, and, as the seat of CAS is Lausanne, Switzerland, CAS awards may only be challenged, under certain circumstances, before the Swiss *Tribunal Fédéral*, in accordance with the *Loi Fédérale Suisse sur le Droit International Privé* of December 18, 1987. Art. 59 of the Code indeed provides that:
- “[...] The award, notified by the CAS Court Office, shall be final and binding upon the parties. It may not be challenged by way of an action for setting aside to the extent that the parties have no domicile, habitual residence, or business establishment in Switzerland and that they have expressly excluded all setting aside proceedings in the arbitration agreement or in an agreement entered into subsequently, in particular at the outset of the arbitration. [...]”*
27. Had the Appellant wished to challenge the CAS award of December 10, 2009 on the basis of the alleged violation of Swiss public policy, it had the right to do so before the *Tribunal Fédéral*, which is the only competent jurisdiction for setting aside international arbitral awards rendered in Switzerland. The Appellant chose not to challenge the CAS award of December 10, 2009, confirming the DRC decision of January 9, 2009, before the *Tribunal Fédéral* within the legal time limit. It is therefore the Appellant itself who chose not to use its right to challenge the CAS award of December 10, 2009.
28. Therefore, the Sole Arbitrator finds that the Appealed Decision did not violate the Appellant’s right to defend its rights in court.
- D. *Did the Appealed Decision unduly sanction the Appellant because the latter’s non compliance with the DRC decision of January 9, 2009 and the CAS award of December 10, 2010 would be legitimated by the absence of recognition and enforcement of these decisions by Lithuanian courts?*
29. As provided by Art. R59 of the Code, CAS awards rendered in appeal are final and binding upon the parties from the notification of its operative part to the parties by the CAS Court Office. Art. R59 indeed provides that:
- “[...] The Panel may decide to communicate the operative part of the award to the parties, prior to the reasons. The award shall be enforceable from such written communication.*
- The award, notified by the CAS Court Office, shall be final and binding upon the Parties [...]”*
30. CAS awards are therefore immediately enforceable without the need for any procedure before national courts.
31. As the Sole Arbitrator exposed above, the Appellant, as an affiliated member of the LFF, accepted to be submitted to the FIFA regulations, including art. 64.1 of the FIFA DC.

32. Art. 64.1 of the FIFA DC provides for disciplinary sanctions in case of failures to comply with decisions of a body, a committee or an instance of FIFA or CAS. Art. 64.1 of the FIFA DC does not require that such decisions be recognized and enforced by any national courts.
33. The *ratio legis* of art. 64.1 of the FIFA DC is to sanction the non compliance with decisions of a body, a committee or an instance of FIFA or decisions of CAS in order to ensure that members of the family of football do comply with such decisions. The recognition and enforcement of awards by national courts under the New York Convention is designed to allow a party to seek measures forcing performance of the award in a given jurisdiction such as, for instance, the seizure of assets. Failure to comply with a CAS award exposes a party affiliated with FIFA both to the possible enforcement proceedings at State level and to a possible disciplinary proceeding, in accordance with art. 64.1 of the FIFA DC. These two proceedings are of a different nature and the one does not exclude the other.
34. Consequently, on the basis of the FIFA regulations and in particular of art. 64.1 of the FIFA DC, the potential difficulty of a CAS award to be recognised and enforced by a foreign court is not *per se* a justification for a party bound by FIFA regulations and that participated in that CAS proceedings to refuse to comply with such CAS award under (see CAS 2005/A/957).
35. In the present case, upon its notification to the parties, the CAS award of December 10, 2009 became enforceable, and, *inter alia*, the Appellant owed the Player the compensation for breach of contract ordered by the CAS.
36. The Appellant does not contest that it did not comply with the DRC decision of January 9, 2009 and the CAS award of December 10, 2009 confirming it, despite the requests by FIFA.
37. The CAS award of December 10, 2009 is final, binding and enforceable and should therefore have been complied with in good faith by the Appellant, without the need for any further national court decision. Therefore, the FIFA Disciplinary Committee rightfully sanctioned the Appellant for not complying with the DRC decision of January 9, 2009 and the CAS award of December 10, 2009.
38. In light of the foregoing, the Sole Arbitrator dismisses the appeal brought by the Appellant and the Appealed Decision shall be fully confirmed. Accordingly, all other prayers and requests shall be rejected.

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

1. The Appeal of Association Kauno futbolo ir beisbolo klubas against the decision issued on 14 April 2010 by the FIFA Disciplinary Committee is dismissed.
2. The decision issued on 14 April 2010 by the FIFA Disciplinary Committee is fully confirmed.
- (...)
5. All other or further claims are dismissed.