



Arbitration CAS 2018/A/5743 BC Lokomotiv Kuban & Ryan Broekhoff v. VTB United League, award of 7 August 2018 (operative part of 29 May 2018)

Panel: Mr Lars Hilliger (Denmark), Sole Arbitrator

Basketball

Re-registration of a player into the club's team passport

Request for re-registration filed after last day of period of additional registration

Burden of proof in CAS arbitration

Right to work

- 1. A request for re-registration into a club's team passport of a player following injury which is filed after the last day of the period of additional registration, in the absence of any exceptions for late re-registrations being fulfilled, cannot be granted.**
- 2. In CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, *i.e.* it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to support its rights has the burden of establishing them. The CAS Code of Sports-related Arbitration sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence.**
- 3. The right of a person to freely dispose of his or her ability to work, to choose his or her kind of activity and profession obviously does not entail that the person concerned gains a free and unlimited right to choose – without respect for validly adopted rules – where, how and when the person concerned would like to pursue his or her professional sport.**

1. THE PARTIES

- 1. BC Lokomotiv Kuban (“Lokomotiv Kuban” or the “Club”) is a professional Russian basketball club based in Krasnodar, Russian Federation. The Club participates in the VTB United League Championship (the “Championship”) and in the EuroCup Basketball.**
- 2. Mr Ryan Broekhoff (the “Player”) is an Australian professional basketball player currently employed by the Club. The Player is a member of the Australian national team.**

3. VTB United League Federation (the “League” or the “Respondent”) is a national professional men’s basketball league, which organises the Championship which is the top-tier basketball league in the Russian Federation.

2. FACTUAL BACKGROUND

4. The elements set out below are a summary of the main relevant facts as established by the Sole Arbitrator on the basis of the decisions rendered by the Directorate of the VTB United League (the “Directorate”) on 7 May 2018 and 15 May 2018, respectively (the “Decisions”), the written submissions of the Parties and the evidence filed. Additional facts may be set out, where relevant, in the legal considerations of the present Order.
5. The VTB United League Regulations Season 2017-2018 (the “Regulations”) state, *inter alia*, as follows:

“6.3. Players

[...].

6.3.2. No more than twenty (20) Players in total and no more than sixteen (16) Players at the same time may be registered in the Main Team of the Club during the season.

6.3.3. A Player’s Licence Category (N, Nn, F, of F/E) is determined at the moment of licensing and cannot be changed during the current season.

[...].

6.3.5. The following number of Mercenaries may be included into the Team Passport during the season:

For Foreign Clubs: as per the norms of the national championship they play in.

For Russian Clubs: no more than seven (7) Mercenaries with F Category Licenses and no more than one (1) Mercenary with F/E Category License.

[...].

6.3.8 (...) A Club is allowed to exclude an injured Player from its Team Passport.

6.3.9. A Player excluded from a Team Passport due to injury or loan may be included into Team Passport once again, while the limit of twenty (20) allowed Players per season does not apply to such additional registration.

6.3.10. A Player that is not included into a Team Passport is not allowed to participate in the Championship (...).

[...].

Article 10 ADDITIONAL REGISTRATION OF PLAYERS

After receiving a Team Passport, a Club may additionally register Players in accordance with this article.

[...].

10.2. The procedure of additional registration of Players for Russian Clubs:

- the Players that did not play for Russian teams in the current season may be additionally registered before the last day of the period of additional registration of Players in any of the European competition of the men's teams;

- the Players that played for Russian teams in the current season may be additionally registered from December 01 to the last day of the period of additional registration in any European completion of men's teams.

The only exception are the Players of Russian Clubs that return to their Clubs from a loan. Such Players may be included into the Team Passport of their main Club regardless of the terms of additional registration.

[...].

10.6. No additional registration of Players is carried out after the last day of additional registration of Players in any European competition among men's teams.

10.7. Final composition of the Teams are published in the official web-site of the League at 06:00 p.m. on the first working day after the last day of additional registration of Players in any European competition among men's team".

6. It is undisputed that "*the last day of the period of additional registration in any European competition of men's teams*" was 6 March 2018 for the 2017-2018 season.
7. On 6 March 2018, and allegedly following an oral consultation with the Sports Director of the Respondent, the Club forwarded a request to the Respondent asking for the exclusion of the Player from the Club's Team Passport due to injury and for the substitution of the Player by the Lithuanian player Jonas Maciulis. The recovery period of the Player was stated to be approximately 1½ months.
8. On 27 April 2018, and with reference to its request of 6 March 2018, the Club requested the Respondent to re-register the Player into the Club's Team Passport and at the same time to exclude the player Chris Babb from the Team Passport. This request was followed by a formal application to the Respondent on 28 April 2018.
9. On 7 May 2018, the request of the Club was dealt with by the Directorate, which found that, pursuant to the Regulations, players who participated in the games for the Russian teams in the current season can only be added to the Club's roster in the period from 1 December until the last allowed date of the roster addition of the players in any European competition among men's teams.
10. Based on the above, and since the Regulations do not provide any exceptions concerning the terms of the roster additions to the Team Passport for the players previously excluded from the Team Passport due to injury, there were no legal grounds for the inclusion of the Player into the Club's Team Passport.
11. The decision of the Directorate stated as follows:

“In connection with the roster addition period expiration (the last day – March 6, 2018), subject to Cl. 10.2. of [the Regulations], and the absence of legal grounds for inclusion of [the Player] in the Team Passport, to bar [the Club] (the request No 91 dated April 27, 2018) from inclusion (roster addition) of [the Player] the [the Club] Team Passport”.

12. On 11 March 2018, the Club filed an application to the Respondent requesting it to reconsider its position with respect to the re-registration of the Player into the Club’s Team Passport, referring, *inter alia*, to the alleged oral consultation with the Sports Director of the Respondent.
13. On 15 May 2018, the request of the Club was dealt with by the Directorate, which unanimously upheld its decision of 7 May 2018, stating, *inter alia*, as follows:

“[...] the Regulations do not establish any re-inclusion of a player who has been earlier excluded from the Team Passport due to an injury, into the Team Passport after the deadline, and only establish a possibility to include such a player beyond the limit set in the para. 6.3.9. of the Regulations before the relevant deadline (March 6, 2018 is this deadline for the season 2017-18).

The Directorate found no legal grounds to set aside the decision of [the Directorate] dated May 7, 2018 to refuse to re-include [the Player] into the license of [the Club] main team.

It is suggested that the decision of [the Directorate] dated May 7, 2018 to refuse to re-include [the Player] into the license of [the Club] main team be upheld”.

3. SUMMARY OF THE ARBITRAL PROCEEDINGS BEFORE THE CAS

14. On 21 May 2018, the Appellants filed their joint Statement of Appeal in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (the “CAS Code”) against the Decisions rendered by the Directorate of the VTB United League (the “Directorate”) on 7 May 2018 and 15 May 2018, respectively.
15. Taking into account that the play-off games of the VTB United League Championship (best of five) were to begin on 23 May 2018, the Appellants requested that the case be dealt with in an expedited procedure in order to render the operative part of the CAS Award on 30 May 2018.
16. By letter of 24 May 2018, the Respondent, *inter alia*, agreed to proceed in an expedited manner in accordance with Article R52 of the CAS Code, suggesting not to hold a hearing and having the case decided solely on the Parties’ written submissions.
17. Also on 24 May 2018, the Appellants agreed to the expedited calendar suggested by the Respondent, which was followed by the CAS Court Office confirming that the case would be dealt with in an expedited procedure with the operative part of the CAS Award to be rendered by the Sole Arbitrator on 30 May 2018 solely based on the Parties’ written submissions.
18. On 25 May 2018, the Appellants filed a joint Request for Provisional and Conservatory Measures in order for the Player to be able to participate in the Club’s second play-off game to

be played on 26 May 2018, requesting the Sole Arbitrator to issue an urgent order that “[the Player] is allowed to play for [the Club] in VTB United Play-off games season 2017-2018, namely the Play-off games against Khimki BC to be played on 26 May 2018 (Khimki Basket Hall, town of Khimki, 17.15 Moscow time) and on 28 May 2018 (Khimki Basket Hall, town of Khimki, 19.00 Moscow time)”.

19. On 27 May 2018, and following the defeat of the Club’s team in the second play-off game against Khimki BC, the Appellants filed an Addendum to the Request for Provisional and Conservatory Measures, once more requesting that the Player be granted the possibility to play in the Club’s third play-off match against Khimki BC on 28 May 2018, 19.00 Moscow time.
20. On 28 May 2018, the Respondent filed its Answer to the Appellants’ requests for provisional and conservatory measures, asking that the Appellants’ request be dismissed.
21. By letter dated 28 May 2018 to the Parties, the CAS Court Office acknowledged receipt of the Parties’ payments of their respective shares of the advance of costs, and thus, in accordance with Article R54 of the CAS Code, the Parties were informed that Mr Lars Hilliger, attorney-at-law in Copenhagen, Denmark, had been appointed as Sole Arbitrator to resolve the dispute at hand. The Parties were furthermore informed that the Sole Arbitrator would render an Order on Request for Provisional and Conservatory Measures as soon as possible.
22. On 28 May 2018, the operative part of the Order on Request for Provisional and Conservatory Measures was issued by the Sole Arbitrator, reading as follows:
 1. *“The request for urgent provisional and conservatory measures filed by BC Lokomotiv Kuban and Mr Ryan Broekhoff on 25 May 2018, amended on 27 May 2018, in the matter CAS 2018/A/5743 BC Lokomotiv Kuban and Ryan Broekhoff v. VTB United League, is dismissed*
 2. *The costs of the present order shall be determined in the final award or in any other final disposition of this arbitration”.*
23. On 29 May 2018, the operative part of the present award was issued by the Sole Arbitrator.
24. On 8 June 2018, the Reasoned Order on Request for Provisional and Conservatory Measures was issued by the Sole Arbitrator.

4. THE PARTIES’ SUBMISSIONS AND REQUESTS FOR RELIEF

25. The following outline of the Parties’ submissions and requests for relief is illustrative only and does not necessarily comprise every contention put forward by the Parties. The Sole Arbitrator however, has carefully considered all the submissions and evidence filed by the Parties with the CAS, even if there is no specific reference to those submissions or evidence in the following summary.

A. The Appellants

26. In their Appeal Brief, the Appellants requested the CAS to rule that:

- i. *the appeal of [the Appellants] is admissible;*
- ii. *the appeal of [the Appellants] is upheld;*
- iii. *The Decisions of the League's Directorate of 7 May 2018 and 15 May 2018 in regard of Mr. Ryan Broekhoff are set aside;*
- iv. *[the Respondent] is ordered to re-register [the Player] with the [the Club] Team Passport, as a substitute to another foreign player of [the Club] (subject to the Club's choice in order to follow the Rue 6.3.5 of the Regulations);*
- v. *[the Appellants are granted an award for their legal costs and other expenses pertaining to these appeal proceedings before CAS;*
- vi. *[the Respondent] bears the costs of the arbitration".*

27. In support of their requests for relief, the Appellants submitted as follows:

- a) The provisions of the Regulations with regard to the re-registration of players for the Team Passport are rather vague and lend themselves to different interpretations, which means, *inter alia*, that the Respondent must exercise its discretionary powers very responsibly when applying the said rules, and such application may not violate or limit the application of the fairness principle and must not be construed against an individual athlete's right.
- b) Furthermore, and since the Regulations were drafted and adopted by the Respondent, the principle of *contra proferentem* means that if any ambiguities exist, the rules in question should be construed against its drafter (which in this case is also the rules applier), and the Player should consequently have been re-registered for the Team Passport taking into account the lack of clarity on the procedure for re-registration of injured players in the Regulations.
- c) The Club was acting in good faith from the very beginning of the registration process regarding the Player.
- d) The Club sought assistance from the Respondent in understanding the meaning of the Regulations with regard to the re-registration of players and relied on this advice, and, furthermore, the Club specifically mentioned that the exclusion of the Player from the Team Passport was temporary and only for the period of time needed by the Player to recover from his injury.

- e) Thus, the Player's (and the Club's) reasonable legal expectations of re-registration should be protected, allowing the Club to re-register the Player for the Team Passport.
- f) The Respondent is prevented from going back on its words and indications towards the Club and on which the latter relied regarding the possibility of re-registration of an injured player.
- g) By refusing the re-registration of the Player for the Team Passport, the Respondent failed to exercise its discretionary powers in a proper and predictable way and in accordance with the basic and well-known legal principles.
- h) Furthermore, by preventing the Player from taking part in the Championship matches, the Respondent makes it impossible for the Club to fulfil its contractual obligations towards the Player since, according to CAS jurisprudence, the absence of the right to participate in the championship matches equals to a breach of contract without just cause by the Club.
- i) Moreover, the non-admission of the Player to the play-off games of the Championship deprives the Player of the right to show his talent and will consequently reduce his market value, which is especially hurtful for the Player since his contract with the Club will expire soon.
- j) The Respondent's application of the Regulations in relation to the re-registration is contrary to Russian law, *inter alia*, the Constitution of the Russian Federation, according to which everyone has the right to freely dispose of their abilities to work, to choose the kind of activity and profession.

B. The Respondent

28. In its Answer, the Respondent requested the CAS to rule that:

- “(1) the appeal of the Appellants is dismissed.*
- (2) [the Respondent] is granted an award for legal and arbitration costs”.*

29. In support of its requests for relief, the Respondent submitted as follows:

- a) According to the general rule in the Regulations regarding registration of players, additional registration of a player is prohibited after the last day of additional registration, i.e. 6 March 2018.
- b) The only exception to this rule, which is expressly mentioned in the Regulations, is when a player moves back to the club from a loan.

- c) If the Respondent would have wished for another exception to the general rule regarding re-registration of injured players, it would have inserted such specific provision in its Regulations, which is not the case.
- d) The Appellants are wrong in assuming that the fact that the Regulations afford an opportunity to re-register players who were excluded from a team's Team Passport due to either an injury or a loan, automatically implies that the specific exception regarding the possibility to re-register a player who was on loan after the last day of additional registration is also applicable to players who were excluded from the Team Passport due to injury, which is not the case at all.
- e) The wording of the relevant provisions in the Regulations regarding registration of players is clear and explicit and does not involve any ambiguity or absurdity, which is why there is no need for any extensive discussion regarding the interpretation of the Regulations (*in claris not fit interpretatio*).
- f) Furthermore, the Regulations were not amended during the season, nor were they applied in contradiction with their wording, for which reason no breach of any principles of legitimate expectations, legal certainty and predictability was committed.
- g) As such, the Directorate of the Respondent was not in a position to permit the additional registration of the Player outside the registration period, and the only possible and legitimate decision in compliance with the Regulations was to reject the request made by the Club.
- h) The Decision to exclude the Player from the Club's Team Passport was made by the Club upon its own discretion in order to substitute him with another foreign player on the very last day of the period for additional registration.
- i) The information allegedly obtained from the Respondent by the Club has not been confirmed or documented.
- j) Even if the Club's decision was made in good faith, this could not be a valid reason for the Respondent to register the Player in violation of its own Regulations, at least not without the consent of other clubs participating in the Championship.
- k) Finally, the registration system of professional basketball players that exists in Russian basketball, including its strict requirements of complying with registration periods, is not contrary to Russian law and has existed for many years.

5. CAS JURISDICTION AND ADMISSIBILITY OF THE APPEAL

30. In accordance with Article 186.1 of the Swiss Private International Law, the CAS has power to decide upon its own jurisdiction.

31. Article R47 of the CAS Code states as follows: *“An appeal against the decision of a federation, association or sports-related body may be filed with the CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of that body”*.
32. In the absence of a specific arbitration agreement, in order for the CAS to have jurisdiction to hear an appeal, the statutes or regulations of the sports-related body from whose decision(s) the appeal is made must expressly recognise the CAS as an arbitral body of appeal.
33. With respect to the Decisions, the Appellants submit that the jurisdiction of the CAS derives from Article 77.4 of the Regulations, which reads as follows:

“As a last resort disagreements (disputes) shall be considered either in the Sports Arbitration under the ANO “Sports Arbitration Chamber” or the Sports Arbitration Court (CAS) of Lausanne”.
34. By e-mail of 4 May 2018, and without prejudice to the Respondent’s position on jurisdiction in any possible future CAS proceedings that may be initiated pursuant to the Regulations, the Respondent indicated that no objections to the jurisdiction of the CAS would be raised by the Respondent with respect to these proceedings.
35. Based on that, the Sole Arbitrator confirmed that the CAS had jurisdiction to hear the appeal and the Appellant’s request for provisional and conservatory measures.
36. The Decisions were notified to the Club on 7 May 2018 and 15 May 2018, respectively, and the Appellants’ joint Statement of Appeal was lodged on 21 May 2018, i.e. within the statutory time limit of 21 days set forth in Article R49 of the CAS Code, which is not disputed. Furthermore, the Statement of Appeal and the Appeal Brief complied with all the requirements of Articles R48 and R51 of the CAS Code.
37. It follows that the CAS has jurisdiction to decide on the Appeal and that the Appeal is admissible.

6. APPLICABLE LAW

38. Article R58 of the CAS Code states as follows: *“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”*.
39. The Parties agree that the applicable regulations in these proceedings for the purpose of Article R58 of the CAS Code are the rules and regulations of the VTB United League Federation, and additionally Russian law, since the present appeal is directed against a decision issued by the VTB United League Federation applying the rules and regulations of the same.

40. Based on the above, and with reference to the Parties' submissions, the Sole Arbitrator is satisfied to accept the application of the various regulations of VTB United League Federation, and, additionally, Russian law.

7. MERITS

41. Initially, the Sole Arbitrator notes that Article 6.3 of the Regulations states, *inter alia*, as follows:

"6.3. Players

[...].

6.3.2. No more than twenty (20) Players in total and no more than sixteen (16) Players at the same time may be registered in the Main Team of the Club during the season.

[...].

6.3.8 (...) A Club is allowed to exclude an injured Player from its Team Passport.

6.3.9. A Player excluded from a Team Passport due to injury or loan may be included into Team Passport once again, while the limit of twenty (20) allowed Players per season does not apply to such additional registration.

6.3.10. A Player that is not included into a Team Passport is not allowed to participate in the Championship (...).

[...]".

42. The Sole Arbitrator further notes that it is uncontested by the Parties that on 6 March 2018, which – likewise uncontested – was *the last day of the period of additional registration in any European competition among men's teams*, the Club requested that the Player be excluded from the Club's Team Passport due to injury and at the same time requested that the Player be substituted by the Lithuanian player Jonas Macilius.
43. However, on 27 April 2018, and with reference to the request of 6 March 2018, the Club requested the Respondent to re-register the Player into the Club's Team Passport and at the same time to exclude another non-Russian player from the Team Passport.
44. The request of the Club to re-register the Player into the Team Passport was rejected by the Directorate of the Respondent by the Decision dated 7 March 2018 and 15 March 2018, respectively.
45. In essence, the Appellants now submit that the Directorate of the Respondent was wrong in rejecting the request for re-registration of the Player, that the Club acted in good faith when excluding the Player in order for him to be re-registered at a later stage of the tournament and that preventing the Player from participating in the Club's play-off games is contrary to Russian law.

46. Thus, the main issue to be resolved by the Sole Arbitrator is whether the Directorate of the Respondent was correct when deciding to reject the request for the re-registration of the Player into the Club's Team Passport.

47. Article 10 of the Regulations states, *inter alia*, as follows:

“ADDITIONAL REGISTRATION OF PLAYERS

After receiving a Team Passport, a Club may additionally register Players in accordance with this article.

[...].

10.2. The procedure of additional registration of Players for Russian Clubs:

- the Players that did not play for Russian teams in the current season may be additionally registered before the last day of the period of additional registration of Players in any of the European competition of the men's teams;

- the Players that played for Russian teams in the current season may be additionally registered from December 01 to the last day of the period of additional registration in any European completion of men's teams.

The only exception are the Players of Russian Clubs that return to their Clubs from a loan. Such Players may be included into the Team Passport of their main Club regardless of the terms of additional registration.

[...].

10.6. No additional registration of Players is carried out after the last day of additional registration of Players in any European competition among men's teams.

10.7. Final composition of the Teams are published in the official web-site of the League at 06:00 p.m. on the first working day after the last day of additional registration of Players in any European competition among men's team”.

48. Based on the wording of Article 6.3 and Article 10 of the Regulations, the Sole Arbitrator agrees with the Respondent that, according to the general rule of the Regulations, additional registration of players is prohibited after the last day of additional registration, 6 March 2018, which date is uncontested by the Parties.

49. Based on the fact that the Club's request for re-registration of the Player was only forwarded to the Respondent on 27 April 2018, thus after the expiration of the general deadline for additional registration, the Sole Arbitrator initially finds that re-registration of the Player was not possible in accordance with the general rule of the Regulations regarding re-registration of players.

50. However, the Appellants submit that the exception to the above-mentioned deadline for registration mentioned in Article 10.2 of the Regulations, according to which *“The only exception are the Players of Russian Clubs that return to their Clubs from a loan. Such Players may be included into the Team Passport of their main Club regardless of the terms of additional registration”*. should be considered to also cover players who were excluded from the Team Passport earlier during the same season due to injury (see the provision of Article 6.3.9 of the Regulations).

51. Following an in-depth analysis of the wording of the relevant provisions in the Regulations, the Sole Arbitrator finds, however, that there cannot be any justified doubts as to their interpretation, which means that the exception provided for in Article 10.2 of the Regulations applies exclusively to the registration of players who return to their Russian clubs from a loan.
52. Accordingly, this exception cannot be assumed also to include players who, earlier in the season, were excluded from the Team Passports of their respective clubs merely because this group is also covered by the provision of Article 6.3.9.
53. On the contrary, the Sole Arbitrator finds that the Regulations clearly and unambiguously provide that any re-registration of a player excluded due to injury must be made before the expiration of the usual general deadline, which means on or before 6 March 2018 for the season in question.
54. As the Regulations consequently provide no grounds for allowing the re-registration of the Player based on the request of 27 April 2018, the Sole Arbitrator turns to the submission by the Appellant that the Club had reasonable legal expectations of re-registration against the background of the alleged advice from the Sports Director of the Respondent obtained before the exclusion of the Player on 6 March 2018.
55. The Appellants submit that the Respondent should be prevented from going back on this advice since the Club relied on it before its exclusion of the Player and, thus, acted in good faith.
56. Before, if needed, going into detail as to whether or not the Sports Director of the Respondent was in fact in a position to permit the re-registration of the Player outside the registration period, the Sole Arbitrator finds that it is first up to the Appellants to document that the Club did in fact receive such advice from the Respondent.
57. In doing so, the Sole Arbitrator adheres to the principle established by CAS jurisprudence that *“in CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to support its rights has the burden of establishing them (...). The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence”* (e.g. CAS 2003/A/506, para. 54; CAS 2009/A/1810 & 1811, para. 46 and CAS 2009/A/1975, paras. 71 et seq.).
58. However, the Sole Arbitrator finds that the Appellants have failed to discharge the burden of proof to establish that the Club was in fact instructed or even advised by the Sports Director of the Respondent that it would be possible to re-register the Player into the Team Passport after 6 March 2018.
59. In this context, the Sole Arbitrator attaches particular importance to the inability of the Appellants to prove the contents of the alleged oral consultation in any manner whatsoever. In

addition, according to the information furnished by the Respondent, the Sports Director of the Respondent has apparently no recollection of the alleged consultation.

60. Based on the foregoing, the Sole Arbitrator finds no grounds for concluding that the exclusion of the Player from the Team Passport on 6 March 2018 took place on the basis of and following the prior approval by the Respondent of the subsequent possibility of re-registering the Player outside the registration period, for which reason alone this alleged approval cannot serve as a basis for disregarding the rules in the Regulations relating to registration of players.
61. Finally, the Sole Arbitrator finds that the Appellants have not in any manner documented, let alone proven on a balance of probabilities, that the Regulations or the Respondent's application of the Regulations in relation to the re-registration of the Player is contrary to Russian law.
62. The Sole Arbitrator notes in this connection that the right of a person to freely dispose of his or her ability to work, to choose his or her kind of activity and profession obviously does not entail that the person concerned gains a free and unlimited right to choose – without respect for validly adopted rules – where, how and when the person concerned would like to pursue his or her professional sport.

8. SUMMARY

63. Based on the foregoing and after taking into consideration all evidence produced and all arguments made, the Sole Arbitrator finds that the Directorate of the Respondent acted correctly when deciding to reject the request for the re-registration of the Player into the Club's Team Passport, since the request was made outside the registration period as fixed in the Regulations and since the requested re-registration was not covered by the exception regarding players returning to their Russian clubs from a loan.
64. The Appeal filed against the Decisions is therefore dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 21 May 2018 by RC Lokomotiv Kuban and Mr Ryan Broekhoff against the decisions rendered by the VTB United League's Directorate of 7 and 15 May 2018 is dismissed.

(...)
4. All other and further motions or prayers for relief are dismissed.