



**Arbitration CAS 2016/A/4586 Altay Football Club v. Professional Football League of Kazakhstan & Football Federation of Kazakhstan (FFK), award of 23 January 2017 (operative part of 24 October 2016)**

Panel: Mr Andrés Gurovits (Switzerland), President; Mr Michael Gerlinger (Germany); Mr Theodore Giannikos (Greece)

*Football*

*Disciplinary sanction against a club (deduction of points)*

*Definition of decision*

*Standing to be sued of the entity that issued the decision*

*Assignment of rights*

*Sanction*

1. A decision is a unilateral act sent to one or more determined recipients and is intended to produce legal effects. Such act must (i) express an *animus decidendi* of a sport governing body in connection with a specific topic or legal situation, and (ii) be communicated to the relevant addressee.
2. The entity that rendered the decision that is being appealed against is not an incorrect respondent and has standing to be sued.
3. An assignment agreement that solely stipulates that a new party shall be instated in a former one's entire scope of rights arising out of a membership agreement cannot be construed as transferring onto said new party the former party's unexecuted contractual obligations, for instance *vis-à-vis* its players.
4. Consequently, the imposition of a sanction consisting of points deduction decided by a governing body following the non-payment by the former party of two of its players' outstanding payments cannot be shifted onto the new party to the membership agreement.

**I. THE PARTIES**

1. The Appellant, Altay Football Club, is football club that participates in the First League of Kazakhstani Championship (second division).
2. The First Respondent, the Professional Football League of Kazakhstan, is the professional football league in Kazakhstan.

3. The Second Respondent, the Football Federation of Kazakhstan, is the national football association of Kazakhstan which is, in turn, member of FIFA.

## II. FACTS

4. The facts leading to the present arbitration as presented by the parties can be summarized as follows.

### a) Establishment of FC Altay and admission to the First League championship

5. The Appellant was established beginning of 2016. The Appellant replaced FC Vostok (that had played in the last season but stopped to compete any longer due to financial difficulties) in the First League.
6. In order to transfer certain rights from FC Vostok to the Appellant and to allow the latter to participate in the First League, both clubs entered into an “Agreement on Free-of-Charge Assignment of Membership Rights in Association of Legal Entities Football Federation of Kazakhstan” dated 1 March 2016 (the “Assignment Agreement”). On 10 March 2016, the Second Respondent rendered a decision approving the participants of the First League 2016 season, including the Appellant, FC Altay.

### b) About FC Vostok

7. FC Vostok had been established in 1963 in Ust-Kamenogorsk City. FC Vostok still exists as a legal entity, but does not compete anymore in the Kazakhstani championship.

### c) The FIFA Decisions against FC Vostok

8. On 4 September 2015 and 10 November 2015, the FIFA Dispute Resolution Chamber (the “FIFA DRC”) had passed two decisions against FC Vostok according to which FC Vostok was ordered to make certain payments to two of its former players, *i.e.* S. and D. (the “Players”).
9. FC Vostok, however, failed to comply with these two FIFA DRC decisions. Therefore, by letters 12 February 2016 and 4 April 2016, FIFA requested the Second Respondent that FC Vostok be sanctioned by deduction of three and six points, *i.e.* nine points in total.

### d) The decisions of the Respondents against FC Altay

10. On 18 April 2016, the Second Respondent, in order to comply with FIFA’s request, sent a letter to the First Respondent ordering it to execute the FIFA DRC decisions and to deduct nine (9) points from the Appellant. On the same day, the First Respondent sent a letter to the

Appellant informing the latter that nine (9) points shall be deducted of the Appellant's record in the First League championship (the "Challenged Decision").

### III. PROCEEDINGS BEFORE THE CAS

11. On 6 May 2016, the Appellant lodged its statement of appeal with the CAS and submitted its appeal brief on 19 May 2016. In its statement of appeal, the Appellant requested that the case be heard by a panel of three arbitrators and nominated Dr Michael Gerlinger as arbitrator. The Appellant further requested that the language of the procedure shall be English.
12. By letter dated 9 May 2016, the CAS Court Office forwarded a copy of the statement of appeal to the Respondents. In the same letter, the CAS Court office asked the Respondents to jointly nominate an arbitrator from the list of CAS arbitrators within ten (10) days from receipt of said letter and further informed the Respondents that the language of the arbitration would be English, unless the Respondents filed an objection within three (3) days from receipt of the CAS Court office's letter of 9 May 2016.
13. By letter dated 20 May 2016, the CAS Court office forwarded a copy of the Appellant's appeal brief to the Respondents and requested them to file their respective answer within 20 days from receipt of the appeal brief, by courier.
14. On the same day, the Second Respondent informed the CAS Court Office that they decided to select Mr Theodore Giannikos as arbitrator for this case. By letter dated 30 May 2016, the CAS Court Office informed the parties that the First Respondent had not objected to the joint nomination by the Respondents of Mr Theodore Giannikos as an arbitrator and therefore confirmed the nomination of the latter.
15. On 13 and, respectively, 15 June 2016, the Respondents submitted their answers.
16. By letter dated 21 June 2016, the CAS Court Office forwarded both answers to the Appellant. In the same letter, the CAS Court Office asked the parties to inform the CAS Court Office by 28 June 2016, whether they preferred a hearing to be held or for the Panel, once constituted, to issue an award based solely on the parties' written submissions.
17. On the same day, the Appellant informed the CAS Court Office that it insists that a hearing be held in the present proceedings.
18. By letter of 1 July 2016, the CAS Court Office informed the parties about the constitution of the Panel.
19. On 20 July 2016, the CAS Court Office informed the parties that the Panel had decided that a hearing shall be held and proposed a date for the hearing. The parties were requested to confirm their availability on these dates within seven (7) days.

20. By letter of the same day, the Appellant requested that a hearing take place as soon as possible and that the operative part of the award be issued no later than 28 August 2016. If this was not possible, the Appellant would be available for a hearing held on 7 September 2016.
21. By letter dated 15 August 2016, the CAS Court Office informed the parties that the hearing would take place on 7 September 2016 in Lausanne and invited the parties to provide the CAS Court Office, no later than 22 August 2016, with the names of all persons who would attend the hearing.
22. On 18 August 2016, the Appellant provided the CAS Court Office with the names of the persons attending the hearing on the Appellant's behalf.
23. By letter, dated 22 August 2016, the Second Respondent informed the CAS Court Office that it had decided not to attend the hearing.
24. By letter, dated 5 September 2016, the CAS Court Office sent the order of procedure to the parties and confirmed time and location of the hearing of 7 September 2016.
25. On 6 September 2016, the Appellant and the First Respondent returned their signed order of procedure.
26. On 7 September 2016, the hearing was held in Lausanne, Switzerland. The Appellant was represented by Mr Mikhail Prokopets and Ms Darina Nikitina. The Respondents were not present. At the outset of the hearing the Appellant confirmed that it had no objection to the constitution and composition of the Panel, and at the end of the hearing the Appellant expressly confirmed that its right to be heard and be equally treated had been respected.
27. By letter dated 8 September 2016, the CAS Court Office requested the Appellant to provide, by 14 September 2016, with the Statutes of the Second Respondent and any Regulation that deals with the Second Respondent's internal judicial procedure, including certified English translations of the relevant chapters/provisions. The CAS Court Office further informed the parties that upon receipt of these documents the Respondents would be granted a similar deadline to comment on the requested translations if they so wished.
28. On 14 September 2016, the Appellant submitted the Statutes of the Second Respondent together with translations of relevant provisions relating to judicial bodies and scope of their competence. The Appellant also submitted the Second Respondent's Regulations on the status and transfer of football players, together with relevant translations. By letter, dated 15 September 2016, the CAS Court Office forwarded these documents to the Respondents that were granted a deadline of seven (7) days to submit their comments on the documents and translations if they so wished.
29. By letter dated 26 September 2016, the CAS Court Office noted that the Respondents had failed to file their comments to the documents which were submitted by the Appellant on 15 September 2016.

30. On 24 October 2016, the CAS Court Office notified the operative part of this award to the parties.

#### IV. THE PARTIES' POSITION

##### A. THE APPELLANT

31. In its statement of appeal the Appellant requested the CAS that:

- “1) *The appeal filed by the Football club Altay is upheld;*
- 2) *The Appealed decision issued by PFLK under instruction of FFK is annulled and set aside;*
- 3) *The deducted 9 (nine) points in the First League of Kazakhstani Championship of the season 2016 is returned to the Football club Altay;*
- 4) *PFLK and FFK shall bear the costs incurred with the present procedure;*
- 5) *PFLK and FFK shall pay the Football club Altay a contribution towards its legal and other costs, in an amount to be determined at the discretion of the Panel”.*

32. In its appeal brief the Appellant confirmed the above requests for relief.

33. The Appellant's submissions may be summarized as follows:

- a. The fact that FC Vostok was substituted by the Appellant does not mean that the Appellant became the legal or sporting successor of FC Vostok.
- b. FC Vostok is a professional football club of Ust-Kamenogorsk City. It was established in 1963 and is owned by the city's administration. The colors of the club are blue and red. The Appellant, on the other hand, was established in 2016 in Semey City. It is owned by a private individual and became the first privately held football club in Kazakhstan. The club's colors are yellow and blue. The distance between the cities of the two clubs is almost 220 kilometers.
- c. When the Appellant passed the procedure to obtain a license for participation in the First league of Kazakhstani championship, the Second Respondent, which is the licensing authority, did not have any remark towards the Appellant's compliance with financial criteria and did, in particular, not demand the Appellant to pay off the existing debts of FC Vostok towards other football players or clubs.
- d. On 18 April 2016, after the first two games of the 2016 season had been played, the First Respondent unexpectedly notified the Appellant that it had deducted nine (9) points of the Appellant in accordance with FIFA's decisions regarding the two ex-players of FC Vostok.

- e. This was the first time that the Appellant learned about its alleged liability under the two FIFA decisions. And it was only on 5 May 2016 when the Appellant, based on a publication on the Second Respondent's website, learned about the reasons for the FIFA decisions.
- f. FIFA, however, requested the Second Respondent to deduct three (3) points from FC Vostok because of the club's non-compliance with its payment obligations *vis-à-vis* the player S., and to deduct six (6) points from FC Vostok because of its non-compliance with its payment obligations *vis-à-vis* the player D. There is no request of FIFA to deduct points from the Appellant.
- g. The following criteria are to be considered when assessing whether or not a club may be regarded as the successor of another club: name, logo, colors, location, owner and founder, players and other staff. These elements are different in respect of the two clubs.
- h. The parties entered into the Assignment Agreement in order to transfer rights of membership in the Second Respondent from FC Vostok to the Appellant. But such transfer did not include any transfer of debts and obligations.
- i. The Respondents acted in bad faith. Although the Second Respondent was aware of FC Vostok's issues in respect of the two players since 2014, it had preferred to sit in ambush and deduct the points from the Appellant instead of helping to solve the problem. The Appellant had never been warned about the existence of the debts and it only learned about their existence when the points were deducted.
- j. Moreover, the decision to deduct nine (9) points from the Appellant was taken by a non-competent body and was taken in violation of the Appellant's rights to be heard. The decision should have been taken by a collegial body rather than by a singular person as seems to be the case in the present matter. And before the decision was taken the Appellant had not been given the opportunity to explain its position.

## **B. THE FIRST RESPONDENT**

34. The First Respondent's position can be summarized as follows:
  - a. The Second Respondent is the organizer of, *inter alia*, the First League of Kazakhstani Championship.
  - b. Based on an agreement between the both Respondents, the Second Respondent deals with all organizational matters, while the First Respondent is responsible for the day-to-day management of the competitions.
  - c. The First Respondent acknowledges the Second Respondent's competence to manage football, and follows decisions rendered by the latter that relate to managing football, in the Republic of Kazakhstan.

- d. The First Respondent has no authority to impose disciplinary measures, and in the case at hand it made the changes in the First League's table on the basis of the decision taken by the Second Respondent.
- e. For these reasons, the First Respondent requested the CAS "*to exclude PFLK from a number of respondents under this case as an improper respondent*".

**C. THE SECOND RESPONDENT**

35. In its answer the Second Respondent requested the CAS "*to dismiss the appellant's claim*".

36. The Second Respondent's position can be summarized as follows:

- a. FC Vostok participated in the First league competitions in the 2015 season, but did not apply for an entry to the 2016 season. Instead, FC Vostok assigned its right to participate to the Appellant.
- b. FC Vostok and the Appellant signed an assignment agreement. In the course of the certification procedure for the 2016 season, the Appellant submitted the agreement to the Second Respondent, thus confirming the succession from FC Vostok.
- c. On the basis of the documents provided by the Appellant, in particular on the basis of the confirmed succession from FC Vostok, the Appellant was included into the list of First League participants.
- d. The Appellant was not appointed to a free place for the 2016 season, but rather as a successor of FC Vostok.
- e. The Appellant was admitted to the First league as a successor of FC Vostok only. Succession means that the Appellant assumed all obligations related to the participation in the competitions, including pending disciplinary sanctions.
- f. The Appellant's argument that it was not aware of the FIFA decisions and FC Vostok's debts are not sustainable. When entering into a contract with FC Vostok for the free transfer of membership rights the Appellant was required to also request information on payables arising out of FC Vostok's participation in the competitions, including those based on decisions of judicial bodies of FIFA.
- g. As FC Vostok had failed to follow the decisions of FIFA, the FIFA DRC requested the Second Respondent to deduct points from FC Vostok. And because the Appellant was a successor of FC Vostok such points were deducted from the Appellant.
- h. The points were not deducted from FC Vostok as FC Vostok had not applied to participate in the 2016 season.

- i. To the knowledge of the Second Respondent's certification department the payables of FC Vostok towards the two players were, at the time when the Appellant was undergoing the certification procedure not on the books. These obligations arose based on a decision of FIFA only, so that they could not be reflected in the books of FC Vostok.
- j. The competition regulations do not have to contain information on succession of one club to another because all matters associated with the succession fall within competence of the Second Respondent's club certification department.
- k. As stated in the Statutes, one of the fundamental sporting integrity principles is to prevent all methods which might jeopardize the integrity of matches and competitions and could give raise to abuse of football. Allowing the newly formed Appellant to participate in the First League without confirmation of the succession could be viewed as a breach of the sporting integrity of competitions.

## V. JURISDICTION

37. According to Article R47 para. 1 of the Code of Sports-related Arbitration (the "Code") an *"appeal against the decision of a federation, association or sports related body may be filed with 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"*.
38. The Appellant relies on Article 18.3 of the FFK Statutes which provides that *"FFK and its members recognize the Court of Arbitration for Sport and guarantee execution of its final decisions, as well as final decisions of FIFA, which correspond to the legislation of the Republic of Kazakhstan"*.
39. In addition, the Respondents participated in the present proceedings without reservation and did not contest the jurisdiction of the CAS. Moreover, the First Respondent signed and returned the order of procedure, thus expressly accepting competence of the CAS.
40. The Panel, therefore, holds that the CAS is competent in the present case.
41. The Panel, however, also notes that for the CAS to have jurisdiction, the Appellant must have exhausted all instances within the Respondents, if any, in order for the Challenged Decision to be final in accordance with Article 47 of the Code. The question whether or not the Appellant has exhausted all instances within the Respondents before reverting to the CAS is also a question of jurisdiction and shall, therefore, be analyzed at this juncture (cf. MAVROMATI/REEB, The Code of the Court of Arbitration for Sport, 2015, p. 383; ATF 4A\_682/2012, no. 4.3).
42. In this context, the Panel notes that the Appellant did not file any "internal" appeal before the judicial bodies of the First Respondent or the Second Respondent, but rather lodged its appeal directly with CAS.



43. Because the parties remained silent in respect of the exhaustion of all internal instances, the Panel asked the Appellant to provide the relevant sections of the Respondents' Statutes and Regulations, together with an English translation, so that the Panel could establish whether or not the Statutes and Regulations foresee any internal proceedings that must be exhausted before an appeal may be lodged before the CAS, *i.e.* whether or not the Challenged Decision may be deemed "final" so that the prerequisites for an appeal in accordance with article R47 of the Code are fulfilled.
44. The Appellant made its relevant submission and the Respondents were subsequently given a deadline to comment on this submission of the Appellant. The Respondents, however, refrained from submitting a response in this regard.
45. On the basis of the Football Federation of Kazakhstan Statutes and Regulations, as well as the explanations submitted by the Appellant, the Panel concludes that, indeed, no internal appeal proceeding is foreseen for the kind of decision taken by the Respondents in the present case. Accordingly, the Panel holds that the Challenged Decision is "final" and the prerequisites of article R47 of the Code are fulfilled. The Respondents did not argue otherwise.
46. In light of the above, the Panel concludes that the CAS is competent to hear the appeal lodged by the Appellant.

## **VI. ADMISSIBILITY**

47. The challenged decision was rendered on 18 April 2016. The Appellant filed its statement of appeal on 6 May 2016. Therefore, the 21-day deadline to file the appeal pursuant to article R49 of the Code was respected. Further, the Appellant submitted the appeal brief on 19 May 2016 so that also the deadline under article R51 of the Code was complied with. The appeal is therefore admissible.

## **VII. APPLICABLE RULES OF LAW**

48. Pursuant to Article R58 of the Code, the dispute must be decided "*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*".
49. The case at hand is about a dispute between entities located in the Republic of Kazakhstan. The "applicable regulations" in the sense of Article R58 of the Code are, therefore, the statutes and regulations of the Respondents. The Panel thus holds that the dispute is to be determined by applying the statutes and regulations of the Respondents and, subsidiarily, the laws of the Republic of Kazakhstan. The parties did not argue otherwise.

## VIII. MERITS / LEGAL ANALYSIS

### A. SCOPE OF THE PANEL'S REVIEW

50. Pursuant to Article R57 of the Code, the Panel has full power to review the facts and the law. It may issue a new decision which replaces the decision challenged, or annul the decision and refer the case back to the previous instance.

### B. THE BURDEN OF PROOF

51. According to general principles of law, each party must provide evidence for any fact on which it intends to rely.
52. This means, in the case at hand, that the Appellant has the burden of proof to demonstrate, in particular, that the deduction of the nine (9) points violated its rights and the applicable statutes and regulations, respectively.

### C. LEGAL ANALYSIS

53. The Panel has identified and analysed the following main legal questions.

#### Question 1:

does the First Respondent have standing to be sued?

#### Question 2:

did the Appellant assume the FC Vostok's obligations under the FIFA Decisions and, thus, can the Appellant be sanctioned for non-compliance with the FIFA Decisions?

#### Analysing Question 1

54. The First Respondent argues that it shall be "*excluded from a number of representative under this case as an improper respondent*", in particular, as it only executed the decision of the Second Respondent when it deducted nine points from the Appellant. In other words, the First Respondent challenges its standing to be sued.
55. The Panel, therefore, first analyzed whether the First Respondent by deducting nine (9) points from the Appellant and adopting the First League's table accordingly was a "decision" in the sense of Article R47 para. 1 of the Code that can be the subject of an appeal before the CAS.
56. The Panel noted that in CAS 2004/A/748 (no. 14) the Panel had held in respect of "decisions" that "*In principle, for a communication to be a decision, this communication must contain a ruling, whereby the body issuing the decision intends to affect the legal situation of the addressee of the decision or other parties*". and that in CAS 2004/A/659 (no. 10) the Panel had held that "*A decision is a unilateral act, sent to one or more determined recipients and is intended to produce legal effects*".

57. In light of the above decisions, the Panel holds that for an act to be a true “decision”, so that it can become the subject of an appeal, such act must (i) express an *animus decidendi* of the respective sports governing body in respect of a specific topic or legal situation, and (ii) that such act must be communicated to the relevant addressee.
58. It has been established that in the present case, on 18 April 2016, the First Respondent sent a letter to the Appellant which stated: “*Professional Football League of Kazakhstan hereby informs Altay Football Club that nine points shall be deducted from Altay FC record in the First League of Kazakhstani Championship in the season 2016 following the application of Football Federation of Kazakhstan and resolutions of the Disciplinary Committee of the International Federation of Association Football (FIFA)*”. And it was also established that, by letter dated 18 April 2016, the Second Respondent instructed the First Respondent as follows: “*Due to the fact that in the Championship of Kazakhstan among clubs of the First League participates FK ‘Altai’, that is the successor of FC ‘Vostok’, please enforce the decision of the FIFA Disciplinary Committee and deduct from FC ‘Altai’ nine (9) points in the shortest possible time*”.
59. According to the above, the Second Respondent asked the First Respondent to “enforce” the decisions of the FIFA DRC and to “deduct” nine (9) points from the Appellant. In other words, the First Respondent was not asked to convey to the Appellant a decision of the Second Respondent according to which nine (9) points were deducted from the Appellant – it was rather asked to take action by its own by enforcing the FIFA DRC’s decisions and deducting nine (9) points from the Appellant. The Panel holds that by sending the 18 April 2016 letter to the Appellant, the First Respondent communicated the *animus decidendi* (nine (9) points reduction) to the Appellant, thus rendering a “decision” as defined above. The Panel further holds that this is in line with clause 2.3.7 of the “*Rights Transfer Contract*” between the Second Respondent and the First Respondent according to which the First Respondent has to register the results of the football matches of the competitions.
60. Given that the First Respondent rendered a decision that is now the subject of appeal in the present proceedings, the First Respondent has, indeed, standing to be sued and cannot, as it requests be “*excluded from a number of representative under this case as an improper respondent*” as it requests.

## Analysing Question 2

61. After determining that the First Respondent has standing to be sued, the Panel went on to analyze the question whether or not the Appellant had actually assumed FC Vostok’s obligations *vis-à-vis* the Players so that it could be sanctioned for not complying with the FIFA DRC’s decisions.
62. In doing so, the Panel noted, *inter alia*, the Second Respondent’s argument that by entering into Assignment Agreement the Appellant “*took succession from Vostok FC*”.
63. The Panel, therefore, analyzed the content of the Assignment Agreement and it noted that article 1 of the Assignment Agreement reads “*Club 1 [FC Vostok] shall transfer and Club 2*

*[Appellant] shall accept entire scope of rights owned by Club 1 and arising out of the membership in ALE 'Association FFK' (hereinafter referred to as the 'FFK') free of charge".*

64. The Panel particularly noted that pursuant to article 1 of the Assignment Agreement, the Appellant (only) assumed “*entire scope of rights*” owned by FC Vostok “*arising out of the membership*” of FC Vostok. Article 1 of the Assignment Agreement does, however, not state that the Appellant also assumed the *obligations* of FC Vostok. Further, article 2 of the Assignment Agreement provides that “*Within ten days after execution of this Agreement, Club 1 [FC Vostok] must hand over to Club 2 [Appellant] the necessary documents which certify the rights, specifically: a copy of the resolutions taken at the Conference regarding assignment of FFK membership to Club1, notarized copies of Certificate of Admission for Participation in Kazakhstan Republic Football Championship (...)*”.
65. In light of the above express wording of the Assignment Agreement the Panel sees no ground to argue that by entering into the Assignment Agreement the parties had agreed that the Appellant was to assume, or had assumed, any of FC Vostok’s obligations, such as its obligations *vis-à-vis* the Players.
66. In addition, the Panel considered that, on 10 March 2016, the Second Respondent’s certification department sent a letter to the Second Respondent’s President. This letter provides, *inter alia*, that by entering into the Assignment Agreement FC Vostok and the Appellant “*confirmed the assumption of full rights, which previously belonged to SCCE 'FC' Vostok and stemming from membership in ALE 'FFK Associations' on a gratuitous basis*”. Therefore, “*the inclusion of the football club [Appellant] to the First League participants*” was recommended. In the own words of the Second Respondent’s certification department, the Appellant assumed the membership rights of FC Vostok. But there is no mention of obligations of FC Vostok that the Appellant would have assumed.
67. Moreover, the FIFA DRC decisions and FIFA’s requests for deduction of points are clearly against FC Vostok and the Panel finds that they do not provide anything that would require the Respondents to deduct points from the Appellant.
68. Against the above background, the Panel concludes that the above evidence submitted by the parties supports the Appellant’s position that it had not assumed obligations of FC Vostok, in particular, that it had not assumed FC Vostok’s obligations *vis-à-vis* the Players. The Respondents, on the other hand, did not submit any further evidence that would allow to conclude otherwise.
69. Since the Appellant did not assume FC Vostok’s obligations *vis-à-vis* the Players, the Appellant cannot be sanctioned for non-compliance by FC Vostok with the FIFA DRC decisions obliging FC Vostok to effect certain payments to the Players. Given that the points were deducted of the Appellant on the basis of its non-compliance with the FIFA DRC decisions and considering that the Appellant has, in fact, no obligations under the aforesaid decisions the Challenged Decision has no justification. Consequently, the Challenged Decision must be set aside.

## **ON THESE GROUNDS**

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

1. The appeal filed on 6 May 2016 by Altay Football Club against the decision rendered by the Professional Football League of Kazakhstan under instruction of the Football Federation of Kazakhstan on 18 April 2016 is upheld.
2. The decision rendered by the Professional Football League of Kazakhstan on 18 April 2016 is set aside.
3. The deduction of nine points in the 2016 season of the Kazakhstani First League against Altay Football Club is annulled and such nine points are reattributed to Altay Football Club.
4. (...).
5. (...).
6. All other motions or prayers for relief are dismissed.