



Arbitration CAS 2019/A/6420 Joris Vanspringel v. South African Equestrian Federation (SAEF) & Fédération Equestre Internationale (FEI), award of 5 February 2010

Panel: Mr Jeffrey Benz (USA), Sole Arbitrator

Equestrian

Horse abuse

Ratification and incorporation of a settlement agreement by the CAS

In accordance with Article R65, para. 2, second sentence, of the CAS Code as well as under Swiss law, a CAS panel and an arbitration tribunal sitting in Switzerland may issue an award embodying the terms of the parties' settlement, if the contesting parties agree to such a termination of their dispute. The ratification of the settlement agreement and incorporation in an award is designed to facilitate the parties' enforcement of the settlement agreement and to vest the latter with a *res judicata* effect. Even if all the parties to a dispute have agreed to embody part of the settlement agreement in a consent award, the *bona fide* nature of the settlement agreement must be verified to ensure that the parties are not manipulating the consent award mechanism as an instrument of fraud, and that settlement terms are not contrary to public policy principles or mandatory rules of the law applicable to the dispute.

I. PARTIES

1. Mr. Joris Vanspringel (the "Appellant") is a national of Belgium, registered with the Fédération Equestre Internationale (the "FEI" or the "Respondent") as a jumping rider. He is an accomplished eventing rider having competed in four Olympic Games
2. The FEI is the international governing body for all Olympic equestrian disciplines, including show-jumping, recognized as such by the International Olympic Committee. It is a Swiss private association headquartered in Lausanne. As part of its governance responsibilities, the FEI issues regulations to protect the integrity of the sport and to protect riders and horses.
3. The South African Equestrian Federation ("SAEF") is the FEI member organized to govern equestrian disciplines in South Africa and is recognized as such by the FEI.

II. FACTUAL BACKGROUND OF THE DISPUTE

4. On 17 November 2018, Mr. Vanspringel held a clinic at the Stadium Eventing/Cross Country Clinic at Fourways Riding Centre in South Africa.
5. On 20 January 2019, the FEI received a letter from the SAEF, who explained that the SAEF in its turn, had received a letter of complaint from one of its members concerning the rider Mr. Joris Vanspringel in November 2018. Mr. Vanspringel was alleged to have committed horse abuse during the clinic.
6. The SAEF handed this complaint over to the FEI since Mr. Vanspringel was not a member of the SAEF, but is registered under the Belgian National Federation and is under FEI jurisdiction.
7. On 15 August 2019, the FEI tribunal rendered its Decision finding that:
 - “1. *The Protest is admissible.*
 2. *Mr. Vanspringel has engaged in horse abuse and thereby violated Article 142 of the GRs.*
 3. *Mr. Vanspringel shall be suspended for a period of nine (9) months starting from the date of the present decision.*
 4. *Mr. Vanspringel shall be fined three thousand Swiss Francs (CHF 3,000).*
 5. *Mr. Vanspringel shall contribute three thousand Swiss Francs (CHF 3,000) towards the cost of these proceedings”.*

III. SUMMARY OF THE PROCEEDINGS BEFORE THE CAS

8. On 20 August 2019, Mr. Vanspringel filed his statement of appeal with the CAS, proposing Mr. Jeffrey G. Benz, Attorney-at-Law and Barrister in Los Angeles and London as Sole Arbitrator.
9. Within the statement of appeal, Mr. Vanspringel applied for provisional measures.
10. On 23 August 2019, the President of the Appeals Arbitration Division rejected the request for provisional measures.
11. On the same day, 23 August 2019, the Second Respondent filed a request to intervene in this procedure.
12. On 5 September 2019, the First Respondent confirmed its agreement that Mr. Benz be appointed Sole Arbitrator in this procedure.
13. On 11 September 2019, the CAS Court Office, on behalf of the President of the Appeals Arbitration Division, confirmed the appointment of Mr. Benz as Sole Arbitrator.
14. On 29 October 2019, the Sole Arbitrator confirmed the intervention of the Second Respondent as a party to this procedure.

15. On 18 November 2019, the Second Respondent filed its Answer with the CAS.
16. The Second Respondent never filed an answer or made any other submissions in the CAS proceeding.
17. On 3 December 2019, the Respondents signed and returned the Order of Procedure.
18. On 5 December 2019, the Appellant signed and returned the Order of Procedure.
19. On 10 December 2019, the Sole Arbitrator conducted a hearing in this matter in Lausanne. During the course of the hearing, the Parties engaged in settlement discussions and ultimately, the case was resolved. The Parties requested that the Sole Arbitrator confirm the Parties' agreement into a Consent Award and determined that the reasons for the Division President's request for provisional measures (denying the Appellant's request) were no longer needed.

IV. JURISDICTION

20. The jurisdiction of the CAS, which is not disputed, derives from the FEI General Regulations, specifically Articles 165.1 and 162.
21. It follows that the CAS has jurisdiction to decide the Appeal.

V. ADMISSIBILITY

22. Article R49 of the Code provides as follows:

In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late.

23. As appears from the above chronology, the Appeal was timely filed, having been filed within 5 days after issuance of the FEI decision being appealed.
24. Following the above chronology of submissions filed with the CAS Court Office, and noting that no party objected to the admissibility of this procedure, it follows that the Appeal is admissible.

VI. THE SETTLEMENT AGREEMENT

25. The Settlement Agreement executed on 10 December 2019 between Mr. Vanspringel and the FEI, which has been voluntarily submitted by the Parties to the Sole Arbitrator, and which has been confirmed to represent their agreement containing a complete, comprehensive, and final resolution of their dispute, states in pertinent part as follows:

“NOW, THEREFORE, the Parties agree as follows:

1. Considerations

1.1 On 15 August 2019 the FEI Tribunal in its Decision, following a protest filed by the SAEF to the FEI, suspended Mr Vanspringel for a period of nine (9) months for horse abuse.

1.2 Mr Vanspringel denied the horse abuse charges and appealed the FEI Tribunal Decision to the Court of Arbitration for Sport (“the CAS”). The case has been registered with the CAS under number CAS 2019/A/6420.

1.3 The hearing before the sole arbitrator, Mr. Jeffrey Benz, has taken place on 10 December 2019. The Parties have maintained their views with regards to the matter at hand as set out inter alia in the Appeal Brief and the FEI's Answer to the Appeal Brief. During the preliminary stage of this hearing the Parties reached a settlement agreement.

1.4 On 10 December 2019 the Parties settled the pending appeal of Mr Vanspringel (CAS 2019/A/6420) against the SAEF and the FEI on the following terms and conditions (the “Settlement Agreement”).

2. Terms of the Agreement

2.1 The Parties have agreed that the final suspension period imposed on Mr Vanspringel shall be six (6) months. Mr Vanspringel's suspension shall therefore run from 15 August 2019 until 15 February 2020.

2.2 Each of the Parties shall bear his/her/its legal costs related to this matter.

2.3 The fine of CHF 3.000, which the FEI Tribunal imposed on Mr. Vanspringel, remains valid and has already been paid to the FEI.

2.4 The CAS shall confirm this Settlement Agreement by virtue of a Consent Award.

2.5 The Parties respectfully ask the CAS Panel to accept the terms of this Settlement Agreement”.

VII. RATIFICATION AND INCORPORATION OF THE SETTLEMENT AGREEMENT BY THE CAS

26. In accordance with Article R65, para. 2, second sentence, of the Code “[a]ny settlement may be embodied in an arbitral award rendered by consent of the parties”.
27. Therefore, the Sole Arbitrator is expressly allowed to issue an award embodying the terms of the settlement, if all parties to the dispute agree. The Sole Arbitrator's endorsement of the Settlement Agreement and incorporation in an award is designed to facilitate the Parties' enforcement of the Settlement Agreement.

28. Under Swiss law, an arbitration tribunal sitting in Switzerland may issue an award embodying the terms of the parties' settlement, if the contesting parties agree to such a termination of their dispute. The Sole Arbitrator's ratification of the Parties' Settlement Agreement and its incorporation into this Consent Award is designed to vest the Settlement Agreement with a *res judicata* effect and to enable the enforcement of their agreement.
29. All the Parties to the present dispute have agreed to embody part of the Settlement Agreement in a consent award. However, the Sole Arbitrator must verify the *bona fide* nature of the Settlement Agreement to ensure that the Parties are not manipulating the consent award mechanism as an instrument of fraud, and that settlement terms are not contrary to public policy principles or mandatory rules of the law applicable to the dispute.
30. The Sole Arbitrator has carefully considered the Settlement Agreement and its terms as well as the evidence on file, and finds no grounds to object to the terms of the Settlement Agreement and is satisfied that the Settlement Agreement constitutes a *bona fide* settlement of the dispute brought to its attention.
31. In addition, the Sole Arbitrator adds that it deems the partial final decision of the FEI Tribunal dated 24 May 2019 null, as a natural consequence of the terms of the Settlement Agreement, *i.e.*, FEI dismissing the charges against the Appellant in its entirety.
32. Accordingly, by consent, an award is made directing the Parties to comply with all the terms of the Settlement Agreement. The Settlement Agreement and Consent Award thus terminate the CAS arbitration number CAS 2019/A/6240 *Joris Vanspringel v South African Equestrian Federation and Fédération Equestre Internationale (FEI)*.
33. The Parties agreed on the record at the hearing after concluding the material terms of their settlement agreement that they would not require the CAS to issue reasons for the operative order on Mr. Vanspringel's request for provisional measures. Further to a consultation with the President of the CAS Appeals Division, the parties' request is exceptionally accepted in view of the particular circumstances of the case.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Sole Arbitrator, with the consent of Joris Vanspringel and the FEI, hereby ratifies the Settlement Agreement executed by Joris Vanspringel and the FEI on 10 December 2019 and incorporates its terms into the consent award.
2. Each party is hereby ordered to perform the obligations and duties as per the Settlement Agreement referred to above.
3. (...).
4. All other motions or prayers for relief are dismissed.