



Arbitration CAS 2020/A/7075 A. v. Kristian Fardal Opseth & Adelaide United FC, award of 27 April 2021

Panel: Mr Pat Barriscale (Ireland), President; Mr Frans de Weger (The Netherlands); Mr Manfred Nan (The Netherlands)

Football

Contractual dispute

Consequence of a party's failure to comply with the time limit to file an appeal before the CAS

Determination of the starting point for the calculation of the compliance with a time limit (dies a quo)

- 1. Failure to comply with the time limit to appeal results in the loss of the party's substantive claim. The expiration of the time limit has a preclusive effect that should be controlled on the basis of the facts pleaded and proved by the parties and which CAS panels have no discretion to extend. The consequence for the statement of appeal not being filed timely is an automatic, self-executing one where the respondent's silence, inactivity or even acquiescence cannot change.**
- 2. According to Art. R49 CAS Code the time limit for appeals begins from the receipt of the decision appealed against. In this context, the receipt is defined as the point in time of receipt of the decision as opposed to the actual knowledge of the content of the decision. In accordance with the general principles contained in Art. R32 CAS Code, which are extended to Art. R49 CAS Code, the starting point for the 21 days limit should be the day following receipt of the decision appealed against. Under Art. 77 of the Swiss Code of Obligations, time limits fixed per days start to run from the day following the receipt of the relevant communication, with the day of receipt not included.**

I. PARTIES

- 1. A. ("A." or "Appellant") is a professional football club with its registered office in B., C., and is affiliated to the D. which is in turn affiliated to the Federation Internationale de Football Association ("FIFA").**
- 2. Kristian Fardal Opseth ("the Player" or "First Respondent") is a professional football player from Norway.**
- 3. Adelaide United FC is a professional football club ("Adelaide" or "Second Respondent") with its registered office in Hindmarsh, Australia, and is affiliated to the Australian Football Federation which in turn is also affiliated to FIFA.**

4. The Player and Adelaide are hereinafter jointly referred to as the “Respondents”, where applicable.
5. A., the Player and Adelaide are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

A. Background facts

6. Below is a summary of the main relevant facts and allegations based on the Parties written submissions, and evidence adduced during these proceedings. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion as follows. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in these proceedings, it refers in its Award only to those it considers necessary to explain its reasoning.
7. By way of background, the Panel notes that a dispute arose between the Player and the Appellant arising out of an employment contract dated 22 January 2019 and that such dispute came before the Dispute Resolution Chamber (“DRC”) of FIFA. On 22 February 2020, the DRC made its decision and this was notified to the Parties on 3 March 2020 (the “Appealed Decision”). The grounds of the Appealed Decision made by the DRC were communicated to the Parties on 30 March 2020. There was an error in the calculation of the mitigation of the Player in the Appealed Decision and a rectified Decision (the “Rectified Appealed Decision”) was communicated to the Parties on 14 April 2020.
8. On 22 January 2019, the Appellant and the Player concluded an employment contract valid as from 22 January 2019 until 31 May 2021 (“the Employment Contract”).
9. It remained undisputed that the Club paid the first instalment of EUR 25,000 which fell due on 28 February 2019 with a delay of nearly two months on 19 April 2019.
10. On 4 June 2019, the Player put the Appellant in default for the payment of EUR 100,000 corresponding with the instalments of March, April, May and June 2019 setting a deadline of seven days.
11. With further correspondence dated 10 June 2019 and sent on 11 June 2019, the Player sent another default notice in the amount of EUR 75,000 (removing the instalment of June 2019) setting a deadline of 15 days *“from first letter as sent”*.
12. On 20 June 2019, the Player unilaterally terminated the Employment Contract invoking the Club’s failure to fulfil its financial obligations.
13. On 29 July 2019, the Player signed a new employment contract with the Second Respondent valid as from the date of signature until 31 May 2020 according to which the Player was entitled to an annual salary of USD 245,292 (which equals EUR 220,000 on 29 July 2019).

III. PROCEEDINGS BEFORE THE FIFA DISPUTE RESOLUTION CHAMBER

14. The Parties lodged separate claims against each other. In its request for relief, the Appellant requested the following:

Compensation for Breach of Contract in the amount of €725,000.00 corresponding with the residual value of the Contract, plus 5% interest per annum as from 20 June 2019 until the date of effective payment.

Compensation for Breach of Contract in the amount of €330,616.00 corresponding to the nonamortized value of the expenses incurred by the Appellant in order to acquire the services of the Player from his former Club plus interest per annum as from 20 June 2019 until the date of effective payment.

To order the Player and the Player's new Club to pay "the costs pertaining to these proceedings before the DRC".

To order the Player and the Player's new Club to be jointly and severally liable to pay "all the sums deriving from the compensation payable to the Club as soon as possible". In addition, the Club requested FIFA to impose sanctions on the Player and to establish that the costs of the proceedings shall be solely borne by the Player.

15. On his part in his request for relief, the Player requested the following:

Compensation for Breach of Contract in the amount of €725,000.00 plus 5% interest per annum as from the date of termination until the date of effective payment, corresponding to the residual value of the Contract and broken down by the Player as follows:

€25,000.00 net which was due on 30 June 2019 as the remaining value of the season 2018/2019;

€350,000.00 net as the remaining value of the 2019/2020 season;

€350,000.00 net as the remaining value of the 2020/2021 season;

£2,863.11 as reimbursement of flight ticket expenses [C.] to Norway due as per the Contract.

16. On its part, the Second Respondent rejected its joint liability as it deemed that the Club was only made aware of the Player's situation after he had terminated the Employment Contract and the first contact with the Player's intermediary happened 22 days after the termination. Further, the Second Respondent argued that it had no knowledge of the Player's claim until 23 July 2019.

17. On 21 February 2020, the FIFA DRC rendered the operative part of the Appealed Decision, which reads as follows:

1. The claim of the First Claimant / Respondent II, Kristian Fardal Opseth, is partially accepted.

2. The claim of the Second Claimant / Respondent I, [A.], is rejected.

3. *The Second Claimant / Respondent I has to pay to the First Claimant / Respondent II, **within 45 days** as from the date of notification of this decision, compensation for breach of contract in the amount of EUR 580,000 and TL 2,863.11, plus 5% interest p.a. as from 5 July 2019 until the date of its effective payment.*
 4. *Any further claim lodged by the First Claimant / Respondent II is rejected.*
 5. *The First Claimant / Respondent II is directed to inform the Second Claimant / Respondent I, immediately and directly, preferably to the email address as indicated on the cover letter of the present decision, of the relevant bank account to which the Second Claimant / Respondent I must pay the amounts plus interest mentioned under point 3. above.*
 6. *The Second Claimant / Respondent I shall provide evidence of the payment of the due amount in accordance with point 3. above to FIFA to the email address psdfifa@fifa.org, duly translated into one of the official languages (English, French, German, Spanish).*
 7. *In the event that the amount due in accordance with point 3. above is not paid by the Second Claimant / Respondent I **within 45 days** as from the notification by the First Claimant / Respondent II of the relevant bank details to the Second Claimant / Respondent I, the Second Claimant / Respondent I shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods (cf. art. 24 bis of the Regulations on the Status and Transfer of Players).*
 8. *The ban mentioned in point 7. above will be lifted immediately and prior to its complete serving, once the due amount is paid.*
 9. *In the event that the amount due in accordance with point 3. above is still not paid by the end of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.*
18. On 30 March 2020, the grounds of the Appealed Decision were communicated to the Parties.
 19. An oversight occurred with regard to the calculation of the mitigation of the Player. Because of this miscalculation, the Members of the DRC came to the unanimous conclusion that the Appealed Decision had to be rectified and the Rectified Appealed Decision containing the correct grounds of the Appealed Decision was notified to the Parties on 14 April 2020 noting that they would replace the grounds of the Appealed Decision containing incorrect financial information which were notified to the Parties on 30 March 2020.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

20. On 6 May 2020, pursuant to Article R47 of the Code of Sports Related Arbitration (the "CAS Code") the Appellant filed its Statement of Appeal against the Appealed Decision at the CAS.

21. On 13 May 2020, the Appellant requested an extension of 14 days to file its Appeal Brief. It also nominated Mr Frans de Weger, Attorney-at-Law in Haarlem, the Netherlands, as an Arbitrator.
22. On 14 May 2020, the CAS Court Office informed the Appellant that the extension of 14 days had been granted.
23. On 25 May 2020, the Player nominated Mr Manfred Nan, Attorney-at-Law in Arnhem, the Netherlands, as Arbitrator. On the same date, the CAS Court Office requested the Second Respondent to confirm whether or not it agreed with the joint nomination of Mr Nan as Arbitrator.
24. On 28 May 2020, the Second Respondent confirmed that it supported the First Respondent's nomination of Mr Manfred Nan as Arbitrator.
25. On 11 June 2020, the CAS Court Office acknowledged receipt of the Appellant's Appeal Brief which was filed on 2 June 2020 by e-filing and a copy of the said Brief together with the Exhibits were provided to the Player and the Second Respondent. The Respondents were requested to submit their answer within 20 days of that date.
26. On 18 June 2020, the Appellant requested an extension of 20 days from the deadline to complete the payment of the advance of costs which was to expire on 22 June 2020.
27. On 21 and 22 June 2020, the Respondents requested to submit their Answers after the payment by the Appellant of its share of the advance of costs pursuant to Article R55(3) of the CAS Code.
28. On 22 June 2020, the CAS Court Office set aside the time limit for the Respondents to submit their Answer as set in letter of 11 June 2020 and decided that a time limit would be fixed after the payment by the Appellant of its share of the advance of costs.
29. On 23 June 2020, the CAS Court Office informed the Appellant that the extension of time to pay the advance of costs was granted until 6 July 2020.
30. On 2 July 2020, the Appellant wrote to the CAS Court Office requesting that the President should be allowed to appoint a Sole Arbitrator in accordance with Article R40.1 of the CAS Code.
31. On 6 July 2020, the Respondents objected to the matter being referred to a Sole Arbitrator and requested that it would be submitted to a panel of three Arbitrators.
32. On 6 July 2020, the CAS Court Office informed the Parties that the Appellant's request would be forwarded to the President of the Appeals Arbitration Division or her Deputy and that the Appellant's time limit to pay its share of the advance of costs is stayed pending the decision on its request.

33. On 20 July 2020, the CAS Court Office informed the Parties that pursuant to Article R50 of the CAS Code the President of the CAS Appeals Arbitration Division had decided to submit the present procedure to a panel composed of three Arbitrators. Mr Frans de Weger was nominated by the Appellant and Mr Manfred Nan nominated by the Respondents were thereby confirmed as Arbitrators in the present procedure and that the President of the Panel would now be appointed by the President of the CAS Appeals Arbitration Division or her Deputy.
34. On 11 August 2020, the CAS Court Office acknowledged receipt of the Appellant's payment of the remaining advance of costs for this procedure but also set out that the Respondents should file their answers within 20 days of that date.
35. Furthermore, in the said letter of 11 August 2020, and pursuant to Article R54 of the CAS Code, the President of the CAS Appeals Arbitration Division appointed the following Panel to decide the above reference case:

President Mr Pat Barriscale, Barrister, Limerick, Ireland.
Arbitrators: Mr Frans de Weger, Attorney-at-Law, Haarlem, the Netherlands;
 Mr Manfred Nan, Attorney-at-Law, Arnhem, the Netherlands.
36. On 19 August 2020, the First Respondent requested an extension of 20 days within which to file its Answer due to the work disruption caused by the Covid-19 Pandemic. There was no objection by the Appellant to this request and it was therefore granted.
37. By letter dated 26 August 2020, the Second Respondent requested an extension of 20 days from the current deadline within which to submit its Answer. As there was no objection by the Appellant, this extension was granted.
38. On 21 September 2020 both the Respondents filed their Answers via CAS E-Filing Platform.
39. On 22 September 2020, the CAS Court Office enquired of all the Parties as to whether they required a hearing be held in this matter or for the Panel to issue a separate award based solely on the Parties' written submissions.
40. By letters of 25 and 29 September 2020, the First and Second Respondent respectively requested that the Panel's decision be made solely on the written submissions of the Parties.
41. On 29 September 2020, the Appellant requested that a hearing be held in this matter and that the Appellant be granted the possibility to reply to the First Respondent's objection to the admissibility of the Appeal. The Appellant suggested that the issue of admissibility was overtly "*an exceptional circumstance*" for the purposes of Article R56 of the CAS Code and for this reason a further submission should be deemed to be justified.
42. On 8 October 2020, the CAS Court Office informed the Parties, on behalf of the Panel, that the Appellant is invited to submit its comments on the First Respondent's objection to the admissibility of the Appeal by 19 October 2020.

43. On 19 October 2020, the Appellant submitted further written submissions in specific response to the First Respondent's submission regarding the admissibility of the Appeal.
44. On 18 November 2020, the CAS Court Office informed the Parties that the Panel had decided to bifurcate these arbitral proceedings and to address the issue of the admissibility of the Appeal in a preliminary award. Such preliminary award would be rendered on the basis of the Parties' written submissions, without holding a hearing.

V. SUBMISSION OF THE PARTIES REGARDING ADMISSIBILITY

45. The following summary of the Parties' positions on admissibility is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Panel has carefully considered all the submissions made by the Parties, even if no explicit reference is made in what immediately follows:

A. The Appellant's submissions

46. The Appealed Decision was notified to the Parties on 30 March 2020. The Rectified Appealed Decision was notified to the Parties dated 14 April 2020. The Rectified Appealed Decision amended the amount of compensation to be paid by the Appellant to the First Respondent. This impacted very significantly on the Appellant's risk *versus* reward assessment of the Appellant's estimation of the full litigation risks involved.
47. The Appellant goes on to submit that the Rectified Appealed Decision is in fact a new and a full decision, including every feature of the FIFA's DRC decision and very specifically the "*directions with respect to the appeals procedure before CAS*".
48. The final note relating to the Rectified Appealed Decision which expressly sets forth that "*according to Articles 58.1 of the FIFA Statutes this decision may be appealed against before the Court of Arbitration for Sport (CAS). The Statement of Appeal must be sent to CAS directly within 21 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of directives issued by CAS*". In those circumstances, the calculation of the time limit for the appeal before CAS starts on the 14 April 2020 and not on 30 March 2020.
49. Under Article R49 of the CAS Code, the "*time limit for appeal shall be 21 days from the receipt of the decision appealed against*". The **receipt** of the appealed decision is the event that triggered the running of time (emphasis added by the Appellant).
50. The Appellant does not contest that the Rectified Appealed decision was notified to the Parties on 14 April 2020, but specifically states that such notification was carried out at 20.37 Portugal time in the evening, well after the hours typically associated with "*close of business*". Further, and more pertinently, FIFA's close of business typically occurs between 18.00 and 19.00 (Swiss time) which is one to two hours ahead of Portugal's time zone.

51. It follows from this that the Appellant only had access to the Rectified Appealed Decision on 15 April 2020 and the Appellant duly proceeded to act on the assumption that the date of notification and of receipt were one and the same.
52. The Appellant goes on to support this contention by referring specifically to the CAS decision CAS 2006/A/1153 at paragraph 40 which specifically states as follows: *“as a basic rule, a decision or other legally relevant statement is considered as being notified to the relevant person whenever that person has the opportunity to obtain knowledge of its contents irrespective of whether that person has actually obtained knowledge”*.
53. The Appellant could not reasonably be expected to have had a reasonable possibility of taking note of the Rectified Appealed Decision at 20.37 on the evening of 14 April 2020 and thus the Rectified Appealed Decision must be deemed to have only entered the sphere of control of the Appellant on the morning of 15 April 2020 for two reasons:
 - (i) Because at 20.37 in the evening (21.37 in Zurich) people are reasonably expected to be home with their families, possibly finishing their meal and cannot be reasonably expected to consult their email in order to confer the latest correspondence, especially in a case where the decision had already been discharged and there had been no previous notice of any possible amendment to be notified to the Parties; and
 - (ii) FIFA is not, or at least had not been until very recently, known to actively carry out procedural steps after typical business hours and, therefore, the notification of the rectified decision in the evening was uncommon and unexpected thus reinforcing the contention that the Appellant could not have been reasonably expected to take note of the notification at these hours in the evening.
54. In view of the foregoing, the Appellant submits that the appeal was submitted in a timely manner since (1) the 21-day time limit was triggered by the notification of the appealed decision in its rectified version, *i.e.* on 30 April 2020, and (2) the Rectified Appealed Decision only entered the sphere of control of the Appellant on 15 April 2020, *i.e.* the Appellant could only have reasonably been expected to have the possibility to take note of the Rectified Appealed Decision on the morning of 15 April 2020.

B. The First Respondent’s submissions

55. The First Respondent submits that the Appellant’s time limit to file the present appeal began upon receipt of the grounds of the Appealed Decision on 30 March 2020. Therefore, by filing its appeal on 6 May 2020 it was 37 days after such decision and, therefore, late. The appeal must be declared inadmissible.
56. Even if CAS does not accept the submission of the First Respondent and decides that the time limit to file the appeal began upon receipt of the Rectified Appealed decision, *i.e.* 14 April 2020, the appeal has, still, been filed late since it was filed 22 days after receipt of the rectified decision.

57. By filing its statement of appeal either 37 days late or one day late, the Appellant was in breach of Article 58(1) of the FIFA Statutes which states:

“Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by Confederations, Member Associations or Leagues shall be lodged with CAS within 21 days of receipt of the decision in question”.

58. In view of these provisions, the appeal must be declared as inadmissible.

59. The First Respondent specifically relies on the submissions set out in CAS 2019/A/6241 which specifically sets out the following:

“Failure to comply with the deadline to appeal results in the loss of the parties substantive claim. The inadmissibility, if the appeal is not lodged in time, is automatic and the parties reaction or non-reaction cannot change such consequence; the expiration of the deadline as a preclusive effect that should be controlled by the CAS Panel on the basis of the facts pleaded and proved by the parties and which the panel has no discretion to extend”.

60. The First Respondent seeks to rely also on the Swiss Procedural Code (“SPC”) which provides that *“the right to rectify a decision is given to the ordinary courts in summary proceedings, to appellate courts, to arbitral tribunals and to the Swiss Federal Tribunal as an appellate court to an arbitral award”*. It seeks to rely on Article 334 concerning decisions of Appellant Swiss Courts. It provides particularly under paragraph 1:

“If the conclusions of the decision are unclear, contradictory or incomplete or if they do not correspond with the Statement of Grounds, the Court shall ex officio or at the request of a party provide an explanation or rectification of the decision. The request must indicate the relevant parts and the requested changes”.

61. It further provides under paragraph 3:

“The decision on the request for explanation or rectification maybe contested by objection”.

62. It further seeks to rely on Article 388 SPC concerning decisions of Arbitral Award and specifically correction, explanation and amendment of the Award. Under particularly paragraph 3 of said Article this provides:

“The application does not suspend the deadlines for contesting the Award. If a party is prejudiced by the outcome of this procedure, he or she, shall be given a new deadline to contest the Award on this point”.

63. Studying these Articles of the SPC, the First Respondent submits that the conclusions which derive are that:

- (i) Concerning decisions of Swiss Appellant Courts to rectify a decision such a decision constitutes a separate and independent decision and it does not set aside or replace the main decision. It merely corrects a mistake in the main decision. Such a decision can be challenged, on its own, by any party not happy with it. A Court’s decision to rectify the

main decision does not give the Parties a right to appeal on anything else apart from the decision on rectification.

- (ii) As far as decisions of Swiss Arbitral Tribunals are concerned, a procedure for a rectification of an Arbitral Award does not suspend or in any way affect the deadline to challenge it. If a party is not happy with the decision to rectify or not the Arbitral Award, it will be given a new deadline to challenge only this decision *per se* (to rectify or not the Award). Its right will not extend to challenging the party of the original award not affected by the rectification.

- 64. Applying the above in the present case, it is clear that the DRC's decision to rectify the award, could not extend the Appellant's deadline to challenge the parts of the Appealed Decision with which it is actually challenging.
- 65. In conclusion, it is the First Respondent's submission that all the legal principals mentioned above prove beyond doubt that CAS must accept the First Respondent's position that the FIFA's decision to rectify part of the award did not result in the recommencing of the Appellant's deadline to challenge the award which were not rectified. Consequently, the appeal should be deemed as inadmissible.
- 66. In the unlikely event that CAS does not agree with these submissions of the First Respondent, the Appeal must still be considered late. In paragraph 12 of the Appellant's Statement of Appeal it confirms that it was notified of the Rectified Appealed Decision on 14 April 2020. In paragraph 11 of its Appeal Brief, it confirms that the Statement of Appeal was filed on 6 May 2020. This is 22 days after the notification of the Rectified Appealed Decision (without counting the day on 14 April 2020). Therefore, the Appeal was filed late and is inadmissible.

C. The Second Respondent's submissions

- 67. The Second Respondent made no submissions to the admissibility or otherwise of the Appellant's Appeal.

V. JURISDICTION

- 68. Pursuant to Article R47 of the CAS 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 that 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 the said sports-related body".

- 69. Under Article 58 of the FIFA Statutes this provides as follows:

“Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question”.

70. The jurisdiction of CAS was not contested by the Respondents. It therefore follows that CAS has jurisdiction to decide on the present case.

VI. ADMISSIBILITY

71. The Panel notes that there was no contest between the Parties that, pursuant to Article R49 of the CAS Code and Article 58 of the FIFA Statutes, the due date for the submission of the Statement of Appeal to CAS was 21 days from the date of receipt of the decision in question.
72. There are a number of key dates which have been accepted, or in any event not disputed by the Parties to these proceedings. These are as follows:
- (i) The grounds of the Appealed Decision were sent out to the Parties on 30 March 2020;
 - (ii) The Rectified Appealed Decision was sent out to the Parties on 14 April 2020;
 - (iii) The Statement of Appeal was filed with CAS by the Appellant on 6 May 2020.
73. The Appellant essentially argues that the 21-day period allowed for the appeal does not commence running until 15 April 2020. This is so because the Rectified Appealed Decision was not communicated to the Parties until late in the evening of 14 April 2020 and that the Appellant only had access to the possibility of take note of the Rectified Appealed Decision on 15 April 2020. By lodging the Statement of Appeal on 6 May 2020, this was within 21 days of 15 April 2020 and therefore the Appeal is admissible in the circumstances.
74. The First Respondent argues that the 21-day period commenced as of 30 March 2020 and, as the Statement of Appeal was not filed until 6 May 2020 (37 days later), it is well outside the permitted time allowed and, therefore, the Appeal is inadmissible.
75. The First Respondent further submits that, in the alternative, even if the 21-day period started to run from receipt of the Rectified Appealed Decision on 14 April 2020, the Appeal is still out of time as it was not filed until 6 May 2020 which is 22 days after 14 April 2020. The Appeal is, therefore, out of time and inadmissible.
76. The Second Respondent does not advance any argument or make any submissions in relation to the dates relevant and to the admissibility or otherwise of this appeal.
77. The Panel concurs with the CAS panel in CAS 2016/A/4814, holding that *“failure to comply with the deadline to appeal results in the loss of the Club’s substantive claim. As recognised in CAS 2013/A/3135, para. 27, the inadmissibility, if the appeal is not lodged in time, is automatic and the party’s reaction or non-reaction cannot change such consequence: the expiration of the deadline has a preclusive effect that should be*

controlled by the Panel on the basis of the facts pleaded and proved by the parties and which the Panel has no discretion to extend. Similarly, in CAS 2006/A/1168 (para. 80 of the award) the Panel there rightly held that the consequence for the statement of appeal not being filed timely is an automatic, self-executing one where the respondent's silence, inactivity or even acquiescence cannot change that consequence" (CAS 2016/A/4814, para. 65 and 66 of the abstract published on the CAS website).

78. In the present proceedings, the Player has even expressly raised the issue of the timeliness of the appeal and therefore in no way acquiesced to the admissibility of the appeal.
79. The Panel observes that the Rectified Appealed Decision received by the Parties on 14 April 2020 contains the express note related to the legal remedy informing the Parties that this decision may be appealed against before the CAS within 21 days of receipt.
80. As such, the Panel accepts that the 21-day period runs from the date of receipt of the Rectified Appealed Decision (14 April 2020) and not from the date of the Appealed Decision (30 March 2020).
81. In continuation, the Panel turns its attention to determine the starting point for the calculation of the compliance with the deadline (*i.e.* the *dies a quo*). According to Article R49 CAS Code the time limit begins "*from the receipt of the decision appealed against*". According to the CAS case law, the "*receipt*" is defined as the point in time of receipt of the decision as opposed to the actual knowledge of the content of the decision. In accordance with the general principles contained in Article R32 CAS Code, which are extended to Article R49 CAS Code, the starting point for the 21 days limit should be the day following receipt of the decision appealed against (see, MAVROMATI/REEB, *The Code of the CAS, Commentary, Cases and Materials*, Wolters Kluwer 2015, pp. 124-125 with further references). Article R32 CAS Code is consistent with Swiss law on the matter of computing of deadlines. Under the Swiss Code of Obligations ("SCO"), more specific Article 77 SCO, deadlines fixed per days start to run from the day following the receipt of the relevant communication, with the day of receipt not included (see MAVROMATI/REEB, *The Code of the CAS, Commentary, Cases and Materials*, Wolters Kluwer 2015, pp. 428-429 with further references).
82. As the Appellant confirms that it received the Rectified Appealed Decision on 14 April 2020 at 20:37, the Panel considers it not relevant that the decision was received (late) in the evening that day and/or that the Appellant only got actual knowledge of the content of the decision on 15 April 2020. The Panel has no hesitation to consider that the Rectified Appealed Decision came into the sphere of control of the Appellant on 14 April 2020, and as such does not accept the argument put forward by the Appellant that the 21-day period does not begin to run until 15 April 2020. In a nutshell, the Appellant did not allege that it was objectively prevented to file its statement of appeal on 5 May 2020, it has voluntarily but erroneously considered that the deadline was 6 May 2020. In order to avoid any risk of filing the statement of appeal late, the Appellant could have sent its statement of appeal one day earlier and then, if necessary, request an extension of time to file its Appeal Brief.
83. Therefore, the Appellant is deemed to have been notified and received the Rectified Appealed Decision on 14 April 2020 and the deadline to file an appeal in respect of this decision was 5

May 2020, which was not a Sunday or another holiday publicly recognized at the place of performance. However, the Appeal was filed with CAS on 6 May 2020, which was outside the 21-day period.

84. Consequently, in view of all the above, the Panel finds that the Appellant failed to file its Statement of Appeal within the time-limit of 21 days set forth by Article 58(1) FIFA Statutes and that the Statement of Appeal filed on 15 April 2020 was filed late, rendering the appeal inadmissible.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed on 6 May 2020 by A. against the decision rendered on 21 February 2020 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is inadmissible.
2. (...).
3. (...).