



Tribunal Arbitral du Sport  
Court of Arbitration for Sport

**CAS 2020/A/7034 Persepolis FC v. Fédération Internationale de Football Association (FIFA) & Mario Budimir**

## **ARBITRAL AWARD**

delivered by the

## **COURT OF ARBITRATION FOR SPORT**

sitting in the following composition:

Sole Arbitrator: Mr Edward **Canty**, Solicitor, Manchester, United Kingdom

in the arbitration between

**Persepolis FC, Persepolis, Iran**

**Appellant**

and

**Fédération Internationale de Football Association (FIFA), Zurich, Switzerland**

**First Respondent**

**&**

**Mario Budimir, Croatia**

Represented by Mr Davor Radic of Law Offices Radic & Radic Ltd, Split, Croatia

**Second Respondent**

\* \* \* \* \*

## **I. PARTIES**

1. Persepolis FC (the “Appellant” or the “Club”) is a football club with its registered office in Persepolis, Iran. The Club is registered with the Iranian Football Association (the “IFA”), which in turn is affiliated to the Fédération Internationale de Football Association (“FIFA”).
2. Fédération Internationale de Football Association (the “First Respondent” or “FIFA”) is an association under Swiss law and has its registered office in Zurich, Switzerland. FIFA is the world governing body of international football. It exercises regulatory, supervisory and disciplinary functions over national associations, clubs, officials and football players worldwide.
3. Mario Budimir (the “Second Respondent” or the “Player”) is a professional football player of Croatian nationality.

## **II. FACTUAL BACKGROUND**

### **A. Background Facts**

4. Below is a summary of the relevant facts and allegations based on the parties’ written submissions, pleadings and evidence adduced. Additional facts and allegations found in the parties’ written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the parties in the present proceedings, he refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.

### **B. Proceedings before the FIFA Dispute Resolution Chamber**

5. On 15 October 2019, following an employment-related dispute that ensued between the Club and the Player, the latter lodged a claim against the Club before the FIFA Dispute Resolution Chamber (the “FIFA DRC”), requesting that the Club be ordered to pay him outstanding remuneration and compensation in the amount of EUR 475,000, plus default interest.
6. The Club disputed the Player’s claim.
7. On 20 February 2020, the FIFA DRC rendered its decision (the “FIFA DRC Decision”), with the following operative part:

“1. *The claim of [the Player] is admissible.*

2. *The claim of [the Player] is partially accepted.*

3. [The Club] *has to pay to [the Player] outstanding remuneration in the amount of EUR 148,000 plus 5% interest p.a. until the date of effective payment, as follows:*
    - a) *on the amount of EUR 25,000 as of 19 January 2019;*
    - b) *on the amount of EUR 26,000 as of 1 March 2019;*
    - c) *on the amount of EUR 26,000 as of 1 April 2019;*
    - d) *on the amount of EUR 26,000 as of 1 May 2019;*
    - e) *on the amount of EUR 19,000 as of 23 June 2019.*
  4. [The Club] *has to pay to [the Player] compensation for breach of contract in the amount of EUR 327,000 plus 5% interest p.a. as of 15 October 2019 until the date of effective payment”*
8. On 31 March 2020, the grounds of the FIFA DRC Decision were communicated to the parties.

### **III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

9. On 20 April 2020, the Club filed a Statement of Appeal against the FIFA DRC Decision with the Court of Arbitration for Sport (“CAS”), pursuant to Article R48 of the CAS Code of Sports-related Arbitration (edition 2019) (the “CAS Code”), naming FIFA and the Player as the respondents. In this Statement of Appeal, the Appellant requested a Sole Arbitrator be appointed by the President of the CAS.
10. By letter dated 21 April 2020, the Appellant provided a copy of the proof of payment of the Court Office fee as well as courier receipt. The CAS Court Office was however unable to locate the Appellant’s payment on the basis of the proof of payment provided.
11. By letter dated 22 April 2020, the CAS Court Office acknowledged receipt of the Statement of Appeal but requested payment of the Court Office fee pursuant to Article R48 of the CAS Code to be made and proof of payment to be provided to the CAS Court Office within three days. The letter also noted that this three day deadline did not suspend the deadline set out in Article R51 of the CAS Code.
12. By letter dated 24 April 2020, the Appellant provided another proof of payment of the Court Office fee.
13. By letter dated 5 May 2020, the CAS Court Office initiated the present arbitral procedure, noted that the Appellant had filed the Statement of Appeal by email on 20 April 2020 and by courier on 22 April 2020 and, pursuant to Article R51 of the CAS Code, requested that the Appellant file the Appeal Brief within ten days following expiry of the time limit for the appeal or alternatively if the Statement of Appeal is to be considered as the Appeal Brief, the Appellant must inform the CAS Court Office within the same deadline, failing which the appeal shall be deemed withdrawn. In addition, the parties were invited to use the CAS e-filing platform to file submissions rather than sending by courier, further to the CAS Emergency Guidelines in force as of 16 March 2020. A copy of the e-filing registration form was enclosed for completion by the parties to facilitate this method of filing submissions.

14. On 7 May 2020, the CAS Court Office re-sent its letter of 5 May 2020 to the Appellant as it had previously received a negative email report.
15. By letter dated 8 May 2020, the Second Respondent requested that the time limit for the Answer begin upon receipt of the Appellant's payment of the advance of costs and indicated that the Second Respondent would not be paying his share of the advance of costs. In addition, the Second Respondent did not agree to the appointment of a Sole Arbitrator and nominated an arbitrator.
16. By letter dated 10 May 2020, the Appellant confirmed that the Statement of Appeal should serve as its Appeal Brief.
17. By letter dated 11 May 2020, the CAS Court Office confirmed that the time limit for the Second Respondent to file his Answer would be fixed upon the Appellant's payment of its share of the advance of costs. A request was made of the First Respondent to consider whether it agreed to the nomination of arbitrator proposed by the Second Respondent.
18. By letter dated 11 May 2020, the First Respondent agreed to submit this matter to a Sole Arbitrator providing he/she is selected from the CAS football list.
19. By (second) letter dated 11 May 2020, the First Respondent did not agree to the Second Respondent's nominated arbitrator and requested a further deadline be set in the event that the decision is taken to submit the procedure to a three-member panel as opposed to a Sole Arbitrator to jointly nominate an arbitrator.
20. By letter dated 22 May 2020, the Second Respondent reiterated that he would not be paying his share of the advance of costs and requested that the Appellant pay the full amount.
21. By letter dated 25 May 2020, the CAS Court Office informed the parties, pursuant to Article R54 of the CAS Code and on behalf of the President of the CAS Appeals Arbitration Division, that the arbitral tribunal appointed to decide the present matter was constituted by:
  - Mr Edward Canty, Attorney-at-Law in Manchester, United Kingdom, as Sole Arbitrator
22. By letter dated 11 June 2020, the CAS Court Office invited the Appellant to pay the full advance of costs pursuant to Article R64.2 of the CAS Code and granted an extension of time for this payment to be made. There followed extensive correspondence between the CAS Court Office, the Appellant and the First Respondent regarding difficulties the Appellant had in making the payment direct (due to international sanctions against Iran banking), resulting in the First Respondent deducting the advance of costs from the Appellant's entitlement to funds under the 2018 FIFA World Cup Club Benefits Programme and remitting directly to CAS.
23. By letter dated 23 July 2020, the CAS Court Office confirmed receipt of the full advance of costs and, in accordance with Article R55 of the CAS Code, set a deadline of twenty days for the Respondents to file their Answers.

24. By letter dated 31 July 2020, the First Respondent questioned if the Appellant had filed its Appeal Brief or alternatively if it had confirmed that the Statement of Appeal should stand as its Appeal Brief and in either scenario, whether this had been done in a timely fashion in accordance with Article R51 of the CAS Code.
25. By letter dated 3 August 2020, the CAS Court Office confirmed that the Appellant had confirmed by letter dated 10 May 2020 that its Statement of Appeal stands as its Appeal Brief.
26. By letter dated 5 August 2020, the First Respondent requested that the preliminary issue of admissibility of the procedure be determined pursuant to Article R51 of the CAS Code and for the deadline for its Answer to be suspended pending a decision on whether the issue of admissibility would be determined by the Sole Arbitrator as a preliminary issue.
27. By letter dated 5 August 2020, the Second Respondent requested a ten-day extension of time to file its Answer.
28. By letter dated 7 August 2020, the CAS Court Office invited comment from the Appellant and Second Respondent as to the First Respondent's request for the preliminary issue to be determined and suspended the deadline for the Respondents' Answers.
29. By letter dated 15 August 2020, the Appellant opposed the First Respondent's request for the admissibility of the appeal to be determined as a preliminary issue.
30. By letter dated 16 August 2020, the Second Respondent agreed with the First Respondent's request.
31. By letter dated 27 August 2020, the CAS Court Office advised the parties that the Sole Arbitrator had decided to grant the First Respondent's request to determine the admissibility of the appeal as a preliminary issue based solely on the parties' written submissions and informed the parties that a partial Award would be rendered in due course.

#### **IV. SUBMISSIONS OF THE PARTIES**

32. The Appellant's submissions on bifurcation and admissibility were contained in its letter dated 15 August 2020 and, in essence, may be summarised as follows:
  - The CAS Court Office has commenced the case upon receipt of the Appellant's Statement of Appeal, which serves as its Appeal Brief, and the CAS is competent to determine its own procedures.
  - The Appellant has also paid both its share of the advance of costs and also the Respondents' share which supports its arguments that the case should proceed.

- Given that the President of the CAS Appeals Arbitration Division has now appointed the Sole Arbitrator to determine the case this means it is now too late to question the admissibility of the procedure.
- Not only is it too late to question the admissibility of the procedure but further, FIFA as the Respondent is not competent to challenge the decision of the CAS to commence the procedure.

33. The First Respondent's submissions on bifurcation and admissibility were contained in its letter dated 5 August 2020 and, in essence, may be summarised as follows:

- The Appellant failed to file its Appeal Brief and/or confirmation that its Statement of Appeal should serve as the Appeal Brief within the time prescribed by Article R51 of the CAS Code. Indeed, the first suggestion that its Statement of Appeal served as its Appeal Brief was made in its letter to the CAS Court Office dated 10 May 2020, although even this was not definitive and was more mentioned in passing whilst addressing other matters.
- The Appealed Decision was notified to the parties on 31 March 2020 with the Statement of Appeal being filed by the Appellant with the CAS on 20 April 2020, which was on the 20<sup>th</sup> day and before the expiry date of the deadline on 21 April 2020. The First Respondent accepts the Statement of Appeal was filed on time. However, Article R51 of the CAS Code provides that the Appeal Brief must be filed within ten days following the expiry of the time limit, i.e. on or before 1 May 2020. Alternatively, if the Statement of Appeal is to serve as the Appeal Brief, then Article R51 of the CAS Code requires the Appellant to notify the CAS Court Office within the same deadline, "*failing which the appeal shall be deemed withdrawn.*"
- The fact that the Appellant failed to notify the CAS Court Office on or before 1 May 2020 means the appeal must be withdrawn.
- The request for bifurcation is correct in the circumstances because the determination of the admissibility of the appeal as a preliminary issue is entirely appropriate both in terms of saving time and cost rather than putting the Respondents to the task of addressing the substantive arguments on the merits of the case which would, in its view, be unnecessary given the inadmissibility. This approach is in line with CAS jurisdiction and Swiss law.

34. The Second Respondent's submissions on bifurcation and admissibility were contained in his letter dated 16 August 2020 and, in essence, may be summarised as follows:

- He supported the submissions of the First Respondent that the appeal was inadmissible due to the Appellant's failure to notify the CAS Court Office by 1 May 2020 that its Statement of Appeal served as its Appeal Brief. Due to this failure, Article R51 of the CAS Code demands that the appeal is deemed withdrawn.

- The admissibility of the appeal is a question which is appropriately dealt with by the bifurcation of the proceedings to avoid unnecessary cost being incurred by the Respondents filing submissions on the merits of the case which he considers will not be required given the inadmissibility.

## V. JURISDICTION

35. Article R47 of the CAS Code provides 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 it prior to the appeal, in accordance with the statutes or regulations of that body.*

36. The jurisdiction of CAS, which is not disputed, derives from Article 57(1) FIFA Statutes (2019 edition), which provides as follows:

*FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, intermediaries and licensed match agents.*

37. Article 58(1) FIFA Statutes (2019 edition) 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.*

38. Moreover, neither party have contested the jurisdiction of the CAS to render this Award on admissibility of the appeal.

39. It follows that the CAS has jurisdiction to render this Award on admissibility of the appeal.

## VI. APPLICABLE LAW

40. Article R58 of the CAS Code provides 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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.*

41. Article 57.2 FIFA Statutes (2019 edition) provides as follows:

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

42. The appeal is from a FIFA DRC Decision and therefore the Sole Arbitrator is satisfied to accept the regulations of FIFA as the applicable law, but also to apply Swiss law in subsidiary should it be necessary to fill any lacuna in the regulations of FIFA.

## VII. ADMISSIBILITY

43. Article R49 of the CAS 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. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the other parties.*

44. Article 58(1) FIFA Statutes (2019 edition) 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.*

45. Article 58(2) FIFA Statutes (2019 edition) provides as follows:

*Recourse may only be made to CAS after all other internal channels have been exhausted.*

46. The First Respondent filed a request for the bifurcation of the procedure on 5 August 2020 and requested that the Sole Arbitrator issued a Preliminary Award on the admissibility of the appeal. The Second Respondent agreed with the request but the Appellant objected to it.

47. The Sole Arbitrator notes that the question of bifurcation is a matter of procedure which is governed by Article 182(1)-(2) of the Private International Law Act (PILA), as follows:

*The parties may, directly or by reference to rules of arbitration, determine the arbitral procedure; they may also submit the arbitral procedure to a procedural law of their choice.*



*If the parties have not determined the procedure, the arbitral tribunal shall determine it to the extent necessary, either directly or by reference to a statute or to rules of arbitration.*

48. Article 188 of the PILA provides for the issuance of partial awards, as follows:

*Unless the parties otherwise agree, the arbitral tribunal may render partial awards.*

49. The CAS Code only addresses the issue of bifurcation in the context of its own competence (see Article R55(4) of the CAS Code) but not generally on other preliminary issues. In line with Article 182(2) of the PILA above, the Sole Arbitrator is entitled to apply principles directly or with reference to a law or rules of arbitration as he deems appropriate in the absence of any express provision in the CAS Code. The Swiss Code of Civil Procedure (SCCP) provides support for the ability to determine preliminary questions, particularly where in so doing, there would be a saving of time or costs. Article 125 SCCP states as follows:

*In order to simplify the proceedings, the court may, in particular:*

- a. limit the proceedings to individual issues or prayers for relief;*
- b. order the separation of jointly filed actions;*
- c. order the joinder of separately filed actions;*
- d. separate the counterclaim from the main proceedings.*

50. The Sole Arbitrator is persuaded that the interests of procedural efficiency are compelling in his decision to allow the bifurcation of the proceedings to consider the admissibility of the appeal.

51. The parties received the reasoned decision of the Dispute Resolution Chamber from FIFA on 31 March 2020.

52. Article R31(3)-(5) of the CAS Code provides as follows:

*The request for arbitration, the statement of appeal and any other written submissions, printed or saved on digital medium, must be filed by courier delivery to the CAS Court Office by the parties in as many copies as there are other parties and arbitrators, together with one additional copy for the CAS itself, failing which the CAS shall not proceed. If they are transmitted in advance by facsimile or by electronic mail at the official CAS email address ([procedures@tas-cas.org](mailto:procedures@tas-cas.org)), the filing is valid upon receipt of the facsimile or of the electronic mail by the CAS Court Office provided that the written submission and its copies are also filed by courier within the first subsequent business day of the relevant time limit, as mentioned above.*

*Filing of the above-mentioned submissions by electronic mail is permitted under the conditions set out in the CAS guidelines on electronic filing.*

*The exhibits attached to any written submissions may be sent to the CAS Court Office by electronic mail, provided that they are listed and that each exhibit can be clearly identified; the CAS Court Office may then forward them by the same means. Any other*

*communications from the parties intended for the CAS Court Office or the Panel shall be sent by courier, facsimile or electronic mail to the CAS Court Office.*

53. Article R32(1) of the CAS Code provides as follows:

*The time limits fixed under this Code shall begin from the day after that on which notification by the CAS is received. Official holidays and non-working days are included in the calculation of time limits. The time limits fixed under this Code are respected if the communications by the parties are sent before midnight, time of the location of their own domicile or, if represented, of the domicile of their main legal representative, on the last day on which such time limits expire. If the last day of the time limit is an official holiday or a non-business day in the location from where the document is to be sent, the time limit shall expire at the end of the first subsequent business day.*

54. Article R51(1) of the CAS Code provides as follows:

*Within ten days following the expiry of the time limit for the appeal, the Appellant shall file with the CAS Court Office a brief stating the facts and legal arguments giving rise to the appeal, together with all exhibits and specification of other evidence upon which it intends to rely. Alternatively, the Appellant shall inform the CAS Court Office in writing within the same time limit that the statement of appeal shall be considered as the appeal brief. The appeal shall be deemed to have been withdrawn if the Appellant fails to meet such time limit.*

55. The Appellant submitted its Statement of Appeal by email on 20 April 2020 and by courier on 22 April 2020.

56. Article R49 of the CAS Code and Article 58(1) FIFA Statutes provide that the Statement of Appeal must be filed within 21 days from the notification of the decision appealed against. Therefore, it is uncontested that the Appellant filed its Statement of Appeal within the prescribed deadline, having been filed by email on the 20<sup>th</sup> day (20 April 2020) before the time for appeal expired on 21 April 2020. The Statement of Appeal was also filed by courier on 22 April 2020, in accordance with the provisions of Article R31(3) of the CAS Code above.

57. The issue of admissibility rests on the notification that the Statement of Appeal was to stand as the Appeal Brief. The CAS Court Office responded to the Appellant by letter dated 22 April 2020 acknowledging receipt of the Statement of Appeal, asking for proof of payment of the Court Office fee, but noting as follows:

*Finally, I advise you that the above mentioned deadline does not suspend the deadline related to the Article R51 of the Code.*

58. This was followed by a further letter from the CAS Court Office dated 5 May 2020 by which it provided copies of the Statement of Appeal to the Respondents and also reiterated the requirements of Article R51 of the CAS Code as follows (emphasis in original):

*Pursuant to Article R51 of the Code, the Appellant shall file with CAS, within ten (10) days following the expiry of the time limit for the appeal, a brief stating the facts and*

*legal arguments giving rise to the appeal, together with all exhibits – which shall be clearly listed and numbered – and other evidence upon which it intends to rely, failing which the appeal shall be deemed **withdrawn**.*

(...)

*Finally, if the Statement of Appeal is to be considered as the Appeal Brief, the Appellant shall inform the CAS Court Office accordingly **within the same deadline**, failing which the appeal shall be deemed withdrawn.*

59. The next correspondence received from the Appellant was dated 10 May 2020 addressed to the CAS Court Office and stated as follows:
- [W]e hereby acknowledge receipt of your letter dated Thu, 5 & 7 May 2020 which was in regard of our appeal statement, served as our appeal brief and contained all facts and legal arguments giving rise to the appeal.*
60. There followed further extensive correspondence regarding difficulties the Appellant faced in making payment of the advance of costs due to the international sanctions Iran faced which affected its ability to make international payments through its bank. Once this was resolved, the First Respondent then filed its request for bifurcation and challenged the admissibility of the appeal.
61. The question which the Sole Arbitrator must determine is whether the Appellant satisfied the requirements under Article R51 of the CAS Code to inform the CAS Court Office within the ten days following the expiry of the time limit for the appeal that its Statement of Appeal is to be considered as its Appeal Brief, failing which, further to Article R51 of the CAS Code, the appeal “*shall be deemed to have been withdrawn*”. Given the expiry of the time limit for the appeal was 21 April 2020, this meant that the Appellant had until 1 May 2020 to inform the CAS Court Office.
62. The first occasion upon which the CAS Court Office received any indication that the Appellant wished its Statement of Appeal to stand as its Appeal Brief was by its letter dated 10 May 2020, notwithstanding that the CAS Court Office had reminded the Appellant of the deadline in its letter dated 22 April 2020. The Sole Arbitrator notes that the Appellant, in its submissions on admissibility, makes no suggestion that it did inform the CAS Court Office in time but rather relies on the fact that it would be appropriate to continue the appeal on the basis that the CAS has commenced the procedure. In reviewing the Statement of Appeal (headed “*Request for Arbitration (Appealing for FIFA Dispute Resolution Decision)*”) the Sole Arbitrator notes no reference is made in that document to it serving as the Appellant’s Appeal Brief, even though this would have been a simple step to have taken.
63. Considering all the evidence submitted by the Parties, the Sole Arbitrator concludes that the Appellant did not notify the CAS Court Office that its Statement of Appeal was to stand as its Appeal Brief by the relevant deadline.
64. There is case law before the Swiss Federal Supreme Court (see *4A\_556/2018*) that strict adherence to procedural requirements, in particular deadlines, is necessary to ensure equal treatment of the Parties and that substantive law is properly applied.

65. The Sole Arbitrator therefore finds, in accordance with Article R51 of the CAS Code, that the appeal is inadmissible and as a result the appeal is deemed withdrawn.
66. All other claims or requests for relief are dismissed.

### VIII. COSTS

67. Article R64.4 of the CAS Code provides the following:

*At the end of the proceedings, the CAS Court Office shall determine the final amount of the cost of arbitration, which shall include:*

- *the CAS Court Office fee,*
- *the administrative costs of the CAS calculated in accordance with the CAS scale,*
- *the costs and fees of the arbitrators,*
- *the fees of the ad hoc clerk, if any, calculated in accordance with the CAS fee scale,*
- *a contribution towards the expenses of the CAS, and*
- *the costs of witnesses, experts and interpreters.*

*The final account of the arbitration costs may either be included in the award or communicated separately to the parties. The advance of costs already paid by the parties are not reimbursed by the CAS with the exception of the portion which exceeds the total amount of the arbitration costs.*

68. Article R64.5 of the CAS Code provides as follows:

*In the arbitral award, the Panel shall determine which party shall bear the arbitration costs or in which proportion the parties shall share them. As a general rule and without any specific request from the parties, the Panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Panel shall take into account the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties.*

69. In view of the fact that the First Respondent's challenge to the admissibility of the appeal is successful, the Sole Arbitrator determines that the costs of the arbitration, in an amount that will be determined and served on the parties by the CAS Court Office, shall be borne in full by the Appellant.
70. Furthermore, pursuant to Article R64.5 of the CAS Code, and in consideration of the early disposal of the proceedings before the Respondents filed their respective Answers, the Sole Arbitrator determines that each party shall bear its own legal fees and other expenses incurred in connection with the present arbitration.

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## **ON THESE GROUNDS**

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

1. The appeal filed by Persepolis FC on 20 April 2020 against the decision issued by the FIFA Dispute Resolution Chamber on 31 March 2020 is inadmissible.
2. The costs of the arbitration, to be determined and served on the parties by the CAS Court Office, shall be borne in their entirety by Persepolis FC.
3. Each party shall bear its own legal fees and other expenses incurred in connection with these arbitration proceedings.
4. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 15 December 2020

## **THE COURT OF ARBITRATION FOR SPORT**

Edward ~~Canty~~  
Sole Arbitrator