

ARBITRAL AWARD

(BAT 2035/23)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Ms. Kendrah Potts

in the arbitration proceedings between

Mr. Ivan Asanin

- Claimant -

represented by Mr. Sergiu Valentin Gherdan, attorney at law,

vs.

Apollon Limassol
Mesologiou 1, Limassol, Cyprus

- Respondent -

AWARD

Upon providing all parties with an opportunity to be heard, having examined her jurisdiction and considered the factual and legal arguments as well as the requests for relief submitted in this case, the Arbitrator decides as follows:

- 1. Apollon Limassol shall pay Mr. Ivan Asanin USD 2,000.00 in unpaid agent fees and USD 2,550.00 net in unpaid sums owed to the player Haanif Cheatham together with interest at a rate of 5% per annum as follows:**
 - **On the amount of USD 1,300.00 or on any outstanding balance (as may be the case from time to time) thereof from 1 January 2022 until and including the earlier of (i) the day of complete payment of such amount and (ii) the 10th day after the day this BAT Award is issued.**
 - **On the amount of USD 3,250.00 or on any outstanding balance (as may be the case from time to time) thereof from 1 February 2022 until and including the earlier of (i) the day of complete payment of such amount and (ii) the 10th day after the day this BAT Award is issued.**
- 2. Apollon Limassol shall pay Mr. Ivan Asanin a late penalty fee of 0,5% per day of delay on the amount of USD 4,550.00 or on any outstanding balance (as may be the case from time to time) thereof from the 11th day after this BAT Award is issued, in case Apollon Limassol has not duly paid such amount in the term of ten days after this BAT Award is issued up to a maximum late penalty fee equal in value to USD 4.550,00 and thereafter interest at a rate of 5% per annum until the date of complete payment.**
- 3. The costs of this arbitration until the present Award, which were determined by the President of the BAT to be in the amount of EUR 3,650.00, shall be borne by Apollon Limassol alone. Accordingly, Apollon Limassol shall pay EUR 3,650.00 to Mr. Ivan Asanin as reimbursement for his arbitration costs. The balance of the Advance on Costs, in the amount of EUR 100.00, will be reimbursed jointly to Mr. Ivan Asanin by the BAT.**
- 4. Apollon Limassol shall pay EUR 2,500.00 to Mr. Ivan Asanin as reimbursement for his legal fees and expenses (including the non-**

reimbursable handling fee).

5. **Any arbitration costs associated with a Request for Reasons (see attached Notice) shall be advanced and borne by the requesting party.**
6. **Any other or further-reaching requests for relief are dismissed.**

Geneva, seat of the arbitration, 2 April 2024

Kendrah Potts
(Arbitrator)

Notice about Request for Reasons

in accordance with Articles 16.2 and 16.3 of the BAT Rules:

“16.2 By agreeing to submit their dispute to arbitration under these Rules, the parties agree that, subject to Article 16.3, the Arbitrator shall issue an award without reasons if the sum in dispute does not exceed EUR 50,000.

16.3 In cases falling under Article 16.2, the Arbitrator shall issue an award with reasons (which shall substitute in full for any previously-issued award without reasons) only if

- a) a party (i) files a request to that effect at any stage from when the Request for Arbitration is filed until no later than ten (10) days after the notification of the award without reasons, and (ii) pays, within the deadline set by the BAT Secretariat, an amount of EUR 3,000 into the bank account indicated in Article 17.1, failing which the request shall be deemed withdrawn; or*
- b) the BAT President determines in his sole discretion, before the award is issued, that it shall be rendered with reasons, taking into account the issues raised by the case as well as the public interest in a sufficient body of publicized awards with reasons.”*

Please note that the time limit for payment of the amount of EUR 3,000, in accordance with Article 16.3(a) of the BAT Rules, will be set by the BAT Secretariat upon receipt of the request for reasons, if any.