

ARBITRAL AWARD

(BAT 2106/24)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Ms. Brianna Quinn

in the arbitration proceedings between

Mr. Vladim Mikhalevskiy

- Claimant 1 -

Mr. Obrad Fimic

- Claimant 2 -

both represented by Mr. Vassil Dimitrov, attorney at law,

vs.

Mr. Philip Anatolyevich Gafurov

- Respondent -

represented by Mr. Antanas Paulauskas, attorney at law,

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. Mr. Philip Anatolyevich Gafurov shall pay Mr. Vladim Mikhalevskiy:**
 - a. RUB 90,000.00 as compensation for breach of contract in relation to the 2022-23 season, together with interest at a rate of 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 1 July 2023 until payment in full.**
 - b. RUB 90,000.00 as compensation for breach of contract in relation to the 2023-24 season, together with interest at a rate of 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 1 July 2024 until payment in full.**
 - c. RUB 330,000.00 as compensation for breach of contract in relation to the 2024-25 season, together with interest at a rate of 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 1 July 2025 until payment in full.**
- 2. Mr. Philip Anatolyevich Gafurov shall pay Mr. Obrad Fimic:**
 - a. RUB 90,000.00 as compensation for breach of contract in relation to the 2022-23 season, together with interest at a rate of 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 1 July 2023 until payment in full.**
 - b. RUB 90,000.00 as compensation for breach of contract in relation to the 2023-24 season, together with interest at a rate of 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 1 July 2024 until payment in full.**
 - c. RUB 330,000.00 as compensation for breach of contract in relation to the 2024-25 season, together with interest at a rate of 5% per annum on any outstanding balance (as may be the case from time to time) thereof**

from 1 July 2025 until payment in full

- 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 6,000.00, shall be borne by Mr. Philip Anatolyevich Gafurov in 75%, and Mr. Vladim Mikhalevskiy and Mr. Obrad Fimic jointly and severally in 25%. Accordingly, Mr. Philip Anatolyevich Gafurov shall pay EUR 4,500.00 to Mr. Vladim Mikhalevskiy and Mr. Obrad Fimic jointly and severally as reimbursement for their advance on the arbitration costs.**
- 4. Mr. Philip Anatolyevich Gafurov shall pay EUR 4,875.00 to Mr. Vladim Mikhalevskiy and Mr. Obrad Fimic jointly and severally as a contribution to their 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 July 2025

Brianna Quinn
(Arbitrator)

Notice about Request for Reasons

in accordance with Articles 16.2 and 16.3 of the BAT Rules (version of 1 February 2024):

“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 time limit 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/her 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 3,000.00, 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.