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**FIBA Arbitral Tribunal (FAT)**

## **ARBITRAL AWARD**

**(0020/08 FAT)**

rendered on 19 March 2009 by the

**FIBA ARBITRAL TRIBUNAL (FAT)**

**Mr. Stephan Netzle**

in the arbitration proceedings between

**Mr. Georgios A. Dimitropoulos**, 12 Ellassonos Str., Voula, Attica, Greece  
represented by Sofoklis P. Pilavios LL.M., 29 Irodotou Str., 10673 Athens, Greece

**- Claimant -**

vs.

**Athlitiki Enosis Konstantinoupoleos B.C. ("AEK BC")**, 71 Amarousiou-Halandriou  
Avenue, Athens, Greece

**- Respondent -**



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### **1. The Parties**

#### **1.1. The Claimant**

The Claimant is a FIBA-licensed player's agent domiciled in Greece. His representative Mr. Sofoklis P. Pilavios is an attorney-at-law domiciled in Athens, Greece.

#### **1.2. The Respondent**

The Respondent is a basketball club from Athens, Greece, competing in the superior Greek Basketball League. It is domiciled at 71 Amarousiou-Halandriou Avenue, Athens, Greece. The Respondent is not represented by counsel.

### **2. The Arbitrator**

On 3 December 2008, the President of the FIBA Arbitral Tribunal (the "FAT") appointed Dr. Stephan Netzle as arbitrator (hereinafter the "Arbitrator") pursuant to Article 8.1 of the Arbitration Rules of the FIBA Arbitral Tribunal (hereinafter the "FAT Rules").

On 15 December 2008 the Arbitrator accepted his appointment and signed a declaration of acceptance and independence provided by the FAT Secretary.



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None of the parties has raised objections to the appointment of the Arbitrator or to the declaration of independence rendered by him.

### **3. Facts and Proceedings**

#### **3.1. Background Facts**

On 11 September 2008, Claimant and Respondent signed a Private Agreement whereby the Respondent acknowledged a debt amounting to the net sum of EUR 102,100.00 towards various basketball players (Ioannis Kalambokis, Spyridon Magkounis, Anestis Matos, Ioannis Bourousis, hereinafter, collectively, "the Players") as well as the Claimant, for services rendered to the Respondent during the course of previous sporting seasons (hereinafter the "Agreement").

Pursuant to clause 3 therein, the Respondent agreed to pay the outstanding amount of EUR 102,100.00 in two instalments. Furthermore, it was stipulated that in the event of non-payment of one of the above instalments, the entire amount would become due and payable.

According to clause 4 of the Agreement, the Claimant was authorized to exercise the rights and collect the outstanding amount also on behalf of the Players.



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The Agreement reads – inter alia- as follows:

### “1. Recitals

*The first party, in the due course of its activity during the sporting seasons 2004-2005, 2005-2006, 2006-2007 collaborated with the other parties, as specifically described hereinafter, and in respect of this collaboration an outstanding [sic] amount is due deriving from remainders of salaries, signature bonuses and agent’s fees, in the total sum of EUR one hundred two thousand and one hundred (€102.100), net from any and all taxes and levies.*

*This Agreement constitutes an integral part of any and all necessary actions for the resolution of the urgent and non subject to postponement pending matters of A.E.K B.C. by virtue of a provisional order by the Court of First Instance of Athens, dated 29.07.2008, upon request filed by the Sports juristic person under the name “Athlitiki Enosis Konstantinoupoleos” on 22.07.2008 bearing the General Filing Number 147014/2008.*

### 2. Acknowledgment of debt

*The first contracting party, as of today, acting in its capacity as the Provisional Management, hereby explicitly and unconditionally acknowledges that it owes to the other parties the total sum of EUR one hundred two thousand and one hundred (€102.100) deriving from unpaid salaries, signature bonuses and agent fees respectively.*

*The parties hereto agree that any prior debt shall be limited to the amount above stipulated and subject to its complete payment any and all commercial papers issued by A.E.K. B.C. This amount derives from the following reasons and can be analyzed for each of the parties as follows:*

- 1) To Ioannis Kalambokis, the net amount of € 39.000,00 is due (thirty nine thousand euros). This debt derives from the services rendered towards the first party hereto during the sporting seasons 2005-2006.*
- 2) To Spyridon Magkounis, the net amount of € 24.600,00 is due (twenty six [sic] thousand six hundred euros). This debt derives from the services rendered towards the first party hereto during the sporting seasons 2004-2005, 2005-2006 and 2006-2007.*
- 3) To Anestis Matos, the net amount of € 4.600,00 is due (four thousand six hundred euros). This debt derives from the services rendered towards the first party hereto during the sporting seasons 2005-2006.*
- 4) To Iannis Bourousis, the net amount of € 4.400,00 is due (four thousand four*



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*hundred euros). This debt derives from the services rendered towards the first party hereto during the sporting seasons 2004-2005 and 2005-2006.*

- 5) *To Georgios Dimitropoulos, the net amount of € 29.500,00 is due, for the services rendered to the first party hereto in regard to all the abovementioned sporting seasons.*

### 3. Settlement of payments

*The first party hereby warrants and undertakes the obligation to pay the abovementioned amount due of EUR one hundred two thousand and one hundred (€ 102.100), payable in two (2) instalments as follows:*

- *1<sup>st</sup> instalment of the amount of EUR fifty two thousand and one hundred (52.100 €) payable on 15/09/2008*
- *2<sup>nd</sup> instalment of the amount of EUR fifty thousand (50.000 €) payable on 15/10/2008.*

*The first party acknowledges and accepts that in the event of non-payment of any of the abovementioned instalments on the fixed dates herein, all instalments shall be due and payable and as a consequence the other parties shall be entitled to seek relief in regard to their claims in their entirety on account of either this agreement or the deeds (commercial papers, orders of payment, previous private agreements) already being in their possession. However, in the event of a delay of any instalment the lawful default interest rate shall apply upon the entire amount due.*

### 4. Authorization

*For the more efficient collection of the abovementioned instalments, the contracting basketball players herein hereby appoint as susceptible for the payment of the above sums the last contracting party Mr. Georgios Dimitropoulos. More specifically, they thereby authorize him to collect on their behalf by the first party the instalments stipulated above and distribute the corresponding amount to each one respectively.*

*The parties hereto agree that Georgios Dimitropoulos shall maintain in his possession the drafts issued by himself and the basketball players and the first party respectively accepted, which correspond to the entire amount due in regard to the previous sporting seasons as above analyzed. Georgios Dimitropoulos shall give up the said drafts to the first party upon the payment of the last instalment set forth herein."*



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### 3.2. The Proceedings before the FAT

On 18 November 2008 the Claimant filed a Request for Arbitration in accordance with the FAT Rules, which was received by the FAT on 19 November 2008. The non-reimbursable fee of EUR 3,000.00 was received in the FAT account on 24 November 2008.

By letter of 3 December 2008, the FAT Secretary confirmed receipt of the Request for Arbitration and informed the parties of the appointment of the Arbitrator. Also, Mr. Pilavios, Counsel to the Claimant according to the Request of Arbitration, was invited to provide the FAT with a Power of Attorney. In the same letter, a time limit was fixed for Respondent to file the Answer to the Request for Arbitration until 22 December 2008. The letter also requested the parties to pay by no later than 15 December 2008 the following amounts as an Advance on Costs:

*"Claimant (Mr. Dimitropoulos)    EUR 5,000*  
*Respondent (AEK BC)            EUR 5,000"*

No answer was received from the Respondent, within the above-mentioned time limits.

By letter of 7 January 2009, the FAT Secretary informed the parties that the Respondent had failed to submit its Answer to the Request for Arbitration and to pay its share of the Advance on Costs. In accordance with Article 9.3 of the FAT Rules, the Claimant was invited to substitute for the missing payment of the Respondent until 21 January 2009. The Claimant paid the Respondent's share of the Advance on Costs on 21 January 2009.

By letter dated 30 January 2009, the FAT Secretary informed the parties that the entire Advance on Costs had been received by the FAT and that the arbitration would



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proceed. It also indicated that the exchange of documents was complete. In the same letter of 30 January 2009, the Arbitrator invited the parties to submit a detailed account of their costs by no later than 5 February 2009. The parties did not request the FAT to hold a hearing.

On 4 February 2009, the Claimant submitted the following statement of account:

<i>"Non reimbursable fee</i>	<i>€ 3,000</i>
<i>Claimant's share</i>	<i>€ 5,000</i>
<i>In lieu of the Respondent</i>	<i>€ 5,000</i>
<i>Legal fees and expenses</i>	<i>€ 4,000"</i>

The Respondent failed to submit an account of costs.

## 4. The Positions of the Parties

### 4.1. The Claimant's Position

The Claimant submits that the parties signed a Private Agreement dated 11 September 2008 whereby the Respondent acknowledged a debt amounting to the net sum of EUR 102,100.00 towards him and the Players. The conclusion of the Agreement was the result of a settlement in consideration of the debt owed by the Respondent towards four basketball players and the player's agent for services rendered to the Respondent during the course of previous sporting seasons. Pursuant to clause 3 of the Agreement, the Respondent agreed to pay the outstanding amount of EUR 102,100.00 in two instalments.



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The Claimant submits that despite its contractual obligations under the Agreement the Respondent did not pay the Claimant and the Players. Because the Respondent failed to effect any payment until today, it should be ordered to fulfill all its obligations as per the Agreement and pay the outstanding amount to the Claimant.

On the basis of the contentions set out above, the Claimant requests that the FAT:

- "1. Establishes the arbitrability of the dispute and the admissibility of this request.*
- 2. Establishes that the Respondent is in default to his contractual obligations deriving from the Agreement dated 11.09. 2008.*
- 3. Orders the Respondent to pay to the Claimant the amount of 102,100 EUR, with the default interest rate of 5% as of 16.09.2008 or in the alternative with the interest rate decided by FAT Arbitrator ex aequo et bono as follows:*
  - 52.100 EUR as from 16.09.2008*
  - 50.000 EUR as from 16 October 2008*
- 4. Orders the Respondent to pay to the Claimant any compensation deems [sic] appropriate for breach of the Agreement dated 11.09.2008.*
- 5. Orders the Respondent to pay all expenses and costs incurred by the Claimant in connection with these proceedings."*



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### 4.2. The Respondent's Position

Despite several invitations, the Respondent did not engage in the proceedings at hand and did not make any submissions.

## 5. Jurisdiction and other Procedural Issues

Pursuant to Article 2.1 of the FAT Rules, “[t]he seat of the FAT and of each arbitral proceeding before the Arbitrator shall be Geneva, Switzerland”. Hence, this FAT arbitration is governed by Chapter 12 of the Swiss Act on Private International Law (PILA).

### 5.1. The jurisdiction of the FAT

#### 5.1.1 Review *ex officio*

As a preliminary matter, the Arbitrator wishes to emphasize that, since the Respondent did not participate in the arbitration, he will examine his jurisdiction *ex officio*, on the basis of the record as it stands.<sup>1</sup>

#### 5.1.2 Arbitrability

The jurisdiction of the FAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the parties.

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<sup>1</sup> ATF 120 II 155, 162.



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The Arbitrator notes that the dispute referred to him is clearly of a financial nature and is thus arbitrable within the meaning of Article 177(1) PILA.<sup>2</sup>

### 5.1.3 Formal and substantive validity of the arbitration agreement

The existence of a valid arbitration agreement is to be examined in light of Article 178 PILA, which reads as follows:

*"1 The arbitration agreement must be made in writing, by telegram, telex, telecopier or any other means of communication which permits it to be evidenced by a text.*

*2 Furthermore, an arbitration agreement is valid if it conforms either to the law chosen by the parties, or to the law governing the subject-matter of the dispute, in particular the main contract, or to Swiss law."*

The jurisdiction of the FAT over the dispute between Claimant and the Respondent results from clause 5 ("Jurisdiction") of the Agreement which reads as follows:

*"In case of non observance of any of the terms herein the other parties, at their discretion, shall recourse either to the Courts of Athens or to the procedure of FIBA arbitration, as defined hereinafter.*

*In particular, in regard to the arbitration procedure of FIBA, the first contracting party acknowledges the following:*

*Any dispute arising from or related to the present contract shall be submitted to the FIBA Arbitral Tribunal (FAT) in Geneva, Switzerland and shall be resolved definitely in accordance with the FAT Arbitration Rules by a single arbitrator appointed by the FAT President.*

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<sup>2</sup> Decision of the Federal Tribunal 4P.230/2000 of 7 February 2001 reported in ASA Bulletin 2001, p. 523.



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*The seat of the arbitration shall be Geneva, Switzerland.*

*The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law (PIL), irrespective of the parties' domicile.*

*The language of the arbitration shall be English.*

*Awards of the FAT can be appealed to the Court of Arbitration for Sport (CAS), Lausanne, Switzerland. The parties expressly waive recourse to the Swiss Federal Tribunal against awards of the FAT and against decisions of the Court of Arbitration for Sport (CAS) upon appeal, as provided in Article 192 of the Swiss Act on Private International Law.*

*The arbitrator and CAS shall decide the dispute ex aequo et bono."*

There is no indication that a claim is pending before the Courts of Athens. After the extrajudicial reminder-statement and summons of 20 October 2008 that was served upon the Respondent on 23 October 2008, the Claimant filed his Request for Arbitration on 18 November 2008 with the FAT and therefore elected to submit the dispute to the "the procedure of FIBA arbitration".

The Agreement is in written form and thus the arbitration agreement fulfills the formal requirements of Article 178(1) PILA.

With respect to substantial validity, the Arbitrator considers that there is no indication in the file that could cast doubt as to the validity of the arbitration agreement under Swiss law (referred to by Article 178(2) PILA). In particular, the wording "[a]ny dispute arising from or related to the present contract" clearly encompasses the present dispute.



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### **5.2. Standing of the Claimant**

The arbitration agreement has been included in the Agreement between the Respondent on the one side, and the Players, together with the Claimant, on the other side. The Claimant must be regarded as an autonomous party to a multi-partite Agreement, who is authorized to exercise the rights and collect the instalments on his own behalf but also on behalf of the Players as it follows particularly from clause 4 ("Authorization") of the Agreement which is quoted on p. 5 above.

According to clause 4 of the Agreement, the Claimant was authorized to collect the outstanding amount on behalf of the Players. Furthermore, on 26 October 2008 each of the Players duly assigned his claims against the Respondent to the Claimant by separate agreements for cession of claims. The Players are entitled to assign their claims without the consent of the obligor as there is no impediment by law, agreement or due to the nature of the legal relationship. The assignment of the claims by written contract is valid and was notified to the Respondent on 6 November 2008. Therefore, the Claimant is authorized to claim the total net sum of EUR 102,100.00 on his and the Player's behalf.

### **5.3. Other Procedural Issues**

Article 14.2 of the FAT Rules, which the Parties have declared to be applicable in the Agreement, specifies that: "the Arbitrator may nevertheless proceed with the arbitration and deliver an award" if "the Respondent fails to submit an Answer". The Arbitrator's authority to proceed with the arbitration in the case of default of one of the parties is in



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accordance with Swiss arbitration law<sup>3</sup> and the practice of FAT.<sup>4</sup> However, the Arbitrator must make every effort to enable the defaulting party to assert its rights. This requirement is met in the current case. The Respondent was informed of the initiation of the proceedings and of the appointment of the Arbitrator, in line with the relevant rules. It was also given ample opportunity to respond to the Request for Arbitration. However, the Respondent preferred not to respond at all. In light of these circumstances, the Arbitrator considers himself fit to proceed with the arbitration and deliver the award.

## 6. Discussion

### 6.1. Applicable Law – *ex aequo et bono*

With respect to the law governing the merits of the dispute, Article 187(1) PILA provides that the arbitral tribunal must decide the case according to the rules of law chosen by the parties or, in the absence of a choice, according to the rules of law with which the case has the closest connection. Article 187(2) PILA adds that the parties may authorize the arbitrators to decide “en équité”, by opposition to the decision according to the rule of law referred to in Article 187(1). Article 187(2) PILA is generally translated into English as follows:

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<sup>3</sup> Swiss Federal Tribunal SJ 1982, 613, 621; see also KAUFMANN-KOHLER/RIGOZZI, *Arbitrage international*, Bern 2006, No. 483; LALIVE/POUDRET/REYMOND, *Le Droit de l'arbitrage interne et international en Suisse*, Lausanne, 1989, No. 8 ad Art, 182 PIL; RIGOZZI, *L'Arbitrage international en matière de Sport*, Basle 2005, No. 898; SCHNEIDER, *Basler Kommentar*, No. 87 ad Art. 182 PIL.

<sup>4</sup> FAT Decision 0001/07 (*Ostojic, Rznatovic vs. PAOK*); FAT Decision 0018/08 (*Nicevic v Besiktas JK*).



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*“the parties may authorize the arbitral tribunal to decide ex aequo et bono”.*

Under the heading "Applicable Law", Article 15.1 of the FAT Rules reads as follows:

*“Unless the parties have agreed otherwise the Arbitrator shall decide the dispute ex aequo et bono, applying general considerations of justice and fairness without reference to any particular national or international law.”*

In their agreement to arbitrate, the parties have explicitly directed and empowered the Arbitrator to decide the dispute *ex aequo et bono*. Consequently, the Arbitrator will adjudicate the present matter *ex aequo et bono*.

The concept of *équité* (or *ex aequo et bono*) used in Article 187(2) PILA originates from Article 31(3) of the *Concordat intercantonal sur l'arbitrage*<sup>5</sup> (Concordat),<sup>6</sup> under which Swiss courts have held that arbitration *en équité* is fundamentally different from arbitration *en droit* :

*“When deciding ex aequo et bono, the arbitrators pursue a conception of justice which is not inspired by the rules of law which are in force and which might even be contrary to those rules.”<sup>7</sup>*

In substance, it is generally considered that the arbitrator deciding *ex aequo et bono* receives “a mandate to give a decision based exclusively on equity, without regard to legal rules. Instead of applying general and abstract rules, he/she must stick to the

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<sup>5</sup> That is the Swiss statute that governed international and domestic arbitration before the enactment of the PIL. Today, the Concordat governs exclusively domestic arbitration.

<sup>6</sup> P.A. KARRER, Basler Kommentar, No. 289 ad Art. 187 PIL.

<sup>7</sup> JdT 1981 III, p. 93 (free translation).



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circumstances of the case”.<sup>8</sup>

This is confirmed by Article 15.1 of the FAT Rules *in fine* according to which the arbitrator applies “general considerations of justice and fairness without reference to any particular national or international law”.

In light of the foregoing developments, the Arbitrator makes the following findings:

### 6.2. Findings

The Claimant is entitled to claim EUR 102,100.00 from the Respondent. The Claimant has produced with FAT the Agreement pursuant to which the Respondent owes him and the Players the amount of EUR 102,100.00. It also follows from clause 3 of the Agreement that this debt was due to be paid in two instalments. There are no circumstances which would create any doubts as to the validity and enforceability of the Agreement. As Claimant now submits, the Respondent has, up to now, not effected any payment.

The condition of the non-payment of the amount owed as provided in the Agreement has been met as the contractual deadlines of 15 September 2008 for the first instalment of EUR 52,100.00, and of 15 October 2008 for the second instalment of EUR 50,000.00 have expired. The Claimant repeatedly requested the Respondent to pay the outstanding amount, e.g. by extrajudicial reminder-statement and summons of 20 October 2008 served upon the Respondent on 23 October 2008. There is no

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<sup>8</sup> POUURET/BESSON, Comparative Law of International Arbitration, London 2007, No. 717, pp. 625-626.



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indication that the Respondent actually complied with its obligation. The Arbitrator therefore concludes that the Respondent is obliged to pay to the Claimant the total sum deriving from the Agreement on the settlement of unpaid salaries, signature bonuses and agent's fees respectively, in the amount of EUR 102,100.00.

The Claimant also asks for an appropriate compensation for breach of the Agreement, but has not raised any further factual or legal allegations in this respect. Therefore, this claim is not substantiated and the relevant request must be dismissed.

The Arbitrator's conclusions rest on the record as it stands and not on the mere fact that the Respondent has defaulted. Under these circumstances, the Arbitrator does not deem it necessary to call for further evidence.

### 7. Costs

Article 19.2 of the FAT Rules provides that the final amount of the costs of the arbitration shall be determined by the FAT President and may either be included in the award or communicated to the parties separately. Furthermore Article 19.3 of the FAT Rules provides that the award shall grant the prevailing party a contribution towards its reasonable legal fees and expenses incurred in connection with the proceedings.

On 17 March 2009, the President of the FAT rendered the following decision on costs:

*"Considering that pursuant to Article 19.2(1) of the FAT Rules "the FAT President shall determine the final amount of the costs of the arbitration which shall include the administrative and other costs of FAT and the fees and costs of the FAT President and the Arbitrator".*

*Considering that Article 19.2(2) of the FAT Rules adds that "the fees of the Arbitrator shall be*



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*calculated on the basis of time spent at a rate to be determined by the FAT President from time to time'.*

*Considering all the circumstances of the case, including the time spent by the Arbitrator, the complexity of the case and of the procedural questions raised, the President of the FAT determines the arbitration costs as follows:*

• <i>Arbitrator's fees (12 hours at an hourly rate of EUR 300)</i>	<i>EUR</i>	<i>3,600.00</i>
• <i>Arbitrator's costs</i>	<i>EUR</i>	<i>100.00</i>
• <i>Administrative and other costs of FAT</i>	<i>EUR</i>	<i>---</i>
• <i>Fees of the President of the FAT</i>	<i>EUR</i>	<i>.1,150.00</i>
• <i>Costs of the President of the FAT</i>	<i>EUR</i>	<i>---</i>
<b>TOTAL</b>	<b>EUR</b>	<b>4,850.00"</b>

In the present case, the costs shall be borne by the Respondent alone in line with Article 19.2 of the FAT Rules, as the Claimant has been awarded its claim in its entirety and there is no indication that either the financial resources of the parties or any other circumstance compels otherwise.

Moreover, the Arbitrator wishes to note that, given the above allocation, there is no need to take into account the handling fee when allocating the costs of the arbitration to the parties as provided for by Article 19.1(2) of the FAT Rules.

Given that the Claimant has paid the totality of the Advance on Costs of EUR 10,000.00 as fixed by the Arbitrator, the Arbitrator decides that:

- (i) the FAT shall reimburse EUR 5,150 to the Claimant;



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- (ii) the Respondent shall pay to the Claimant EUR 4,850, being the difference between the costs advanced by the Claimant and the amount which is going to be reimbursed to him by the FAT.

Furthermore, the Arbitrator considers it adequate that the Claimant is entitled to the payment of a contribution towards his legal fees and other expenses (Article 19.3 of the FAT Rules). Since in the case at hand the payment by Claimant of the non-reimbursable handling fee was not taken into account when allocating the costs of the arbitration, the Arbitrator considers it adequate to take into account the non-reimbursable fee when assessing the expenses incurred by the Claimant in connection with these proceedings. After having reviewed and assessed the submissions by the Claimant, the Arbitrator fixes the contribution towards the Claimant's legal fees and expenses at EUR 3,500.00

### 8. Interest

Claimant also requests payment of interests at the default interest rate of 5% p.a. starting from 16 September 2008 or in the alternative with the interest rate decided by FAT Arbitrator *ex aequo et bono* as follows:

- EUR 52,100.00 as from 16 September 2008
- EUR 50,000.00 as from 16 October 2008

The Agreement stipulates that in the event of non-payment of any of the instalments within the contractual deadlines, all instalments shall be due and payable and the "lawful default interest rate" shall apply to the entire amount due.



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Payment of interests is a customary and necessary compensation for late payment and there is no reason why Claimant should not be awarded interests. The requested interest rate of 5 % is consistent with the Swiss statutory rate which is also set at 5% p.a.

The Arbitrator considers that the appropriate date for the interest to become payable from is 16 September 2008 and therefore finds that interest at the applicable rate of 5 % on the amount of EUR 102,100.00 becomes payable from 16 September 2008 on.



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### **9. AWARD**

For the reasons set forth above, the Arbitrator decides as follows:

- 1. Athlitiki Enosis Konstantinoupoleos B.C. shall pay to Georgios Dimitropoulos EUR 102,100.00 plus interests of 5% p.a. since 16 September 2008.**
- 2. Athlitiki Enosis Konstantinoupoleos B.C. shall pay to Georgios Dimitropoulos EUR 4,850.00 as a reimbursement of the Advance on Costs for the arbitration.**
- 3. Athlitiki Enosis Konstantinoupoleos B.C. shall pay to Georgios Dimitropoulos EUR 3,500.00 as a contribution towards Georgios Dimitropoulos' legal fees and expenses.**
- 4. Any other or further-reaching requests for relief are dismissed.**

Geneva, place of the arbitration **19 March 2009**

Stephan Netzle  
(Arbitrator)



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### Notice about Appeals Procedure

cf. Article 17 of the FAT Rules  
which reads as follows:

#### "17. Appeal

Awards of the FAT can only be appealed to the Court of Arbitration for Sport (CAS), Lausanne, Switzerland and any such appeal must be lodged with CAS within 21 days from the communication of the award. The CAS shall decide the appeal *ex aequo et bono* and in accordance with the Code of Sports-related Arbitration, in particular the Special Provisions Applicable to the Appeal Arbitration Procedure."