



**BASKETBALL**  
ARBITRAL TRIBUNAL

## **ARBITRAL AWARD**

**(BAT 0223/11)**

by the

**BASKETBALL ARBITRAL TRIBUNAL (BAT)**

**Mr. Raj Parker**

in the arbitration proceedings between

**Mr Anthony Williams**

**- Claimant 1 -**

**Mr Hirant Manakyan**

c/o ACMT, ZA de l'Espeche, 31470 Fonteneilles, France

**- Claimant 2 -**

Both represented by Mr. Peter Goetschi, KPMG SA Legal,  
Rue des Pilettes 1, 1700 Fribourg, Switzerland

vs.

**Sporting Al Riyadi Basketball Club**

Al Manara facing Bain Militaire, Beirut, Lebanon

**- Respondent -**

Represented by Mr Hicham al Jaroudi

## **AWARD**

Upon providing both parties with an opportunity to be heard and having ascertained his 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. Sporting Al Riyadi Basketball Club is ordered to pay to Mr Anthony Williams the outstanding sum of USD 9,000.00, together with interest payable at a rate of 5% per annum from 1 November 2010.**
- 2. Sporting Al Riyadi Basketball Club is ordered to pay to Mr Hirant Manakyan the outstanding agency fee of USD 14,400.00, together with interest payable at a rate of 5% per annum from 20 September 2010.**
- 3. Sporting Al Riyadi Basketball Club is ordered to pay to Mr Anthony Williams and Mr Hirant Manakyan the amount of EUR 4,000.00 as a contribution towards their legal fees and expenses.**
- 4. 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 3,500.00, shall be borne by Sporting Al Riyadi Basketball Club alone. Accordingly, Sporting Al Riyadi Basketball Club shall pay to Mr Anthony Williams and Mr Hirant Manakyan EUR 3,500.00. The balance of the Advance on Costs, in the amount of EUR 1,500.00 will be reimbursed to Mr Anthony Williams and Mr Hirant Manakyan by the BAT.**
- 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 requests for relief are dismissed.**

Geneva, seat of the arbitration, 9 March 2012

Raj Parker  
(Arbitrator)

**Notice about Request for Reasons**

in accordance with Article 16.2 of the BAT Rules:

*“By agreeing to submit their dispute to arbitration under these Rules, the Parties agree that, where the value of the dispute does not exceed EUR 30,000, the Arbitrator will issue an award without reasons. The Arbitrator shall deliver reasons only in the case where a party*

- a) 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*
- b) pays the respective advance on costs as determined and within the time limit set by the BAT Secretariat.”*

On 16 November 2011 the BAT Secretariat informed the Parties that the amount of the advance on costs to be paid for a reasoned award in this case is EUR 5,000.00. The time limit for payment thereof shall be set by the BAT Secretariat upon receipt of the Request for Reasons, if any.