



GENS UNA SUMUS

FÉDÉRATION INTERNATIONALE DES ÉCHECS

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54 Avenue de Rhodanie, 1007 Lausanne, Switzerland

(- ☎ 216010039 o ✉ @fide.com h 🌐 /www.fide.com

FIDE ETHICS & DISCIPLINARY COMMISSION

The First Instance Chamber of the Ethics & Disciplinary Commission (hereafter called “the EDC Chamber”), sitting in the following composition -

Chairperson: Mr Johan Sigeman

Members: Mr Khaled Arfa
Mr Ravindra Dongre

during an exchange of correspondence and online meetings during the period 9 June – 5 August 2021, made the following decision -

DECISION

Case no. 5/2021: ”Repayment of coaching fee”

1. The EDC Chamber **notes** its establishment by the EDC Chairman on 9 June 2021.
2. The EDC Chamber **notes** the complaint dated 4 June 2021 from Mr Prasanna M Lakshminpathy (“the Complainant”), received by the EDC on the same day, representing a complaint of the alleged violation of the FIDE Code of Ethics (“the Code of Ethics”) by GM Miodrag Savic, FIDE ID: 920479, (“the Respondent”).
3. The EDC Chamber **notes** that the Respondent has been given the opportunity to respond to the complaint and the EDC Chamber’s inquiries and has submitted a defensive statement.
4. The EDC Chamber **notes** the contents of the following documents and e-mails received as part of the case file: the complaint mentioned above, a defensive statement by the Respondent, dated 23 June, 2021, an inquiry by the EDC Chamber to the Complainant and a reply from the Complainant dated 25 June, 2021.
5. The EDC Chamber **notes** the subject-matter of the complaint and defence:
 - 5.1 The Complainant has described the background of the case as follows. The Complainant made an agreement with the Respondent in December 2020 with the purpose of providing his eight year old son with online chess training. The parties

agreed upon an hourly fee of USD 15 for 100 classes of one hour each. The Complainant alleges that the Respondent acted in an unacceptable and unprofessional way during the second class, by asking the young boy why the agreed instalment of USD 500 had not yet been made. The Complainant paid thereafter USD 500 to the Respondent as part of the total remuneration agreed. As a result of the stressful situation that occurred during the training session, the boy did not want to continue the training. The Complainant decided to cancel the agreement with the Respondent and requested a repayment of the monies paid to him. Until the day of filing the complaint, the Respondent had not made the repayment, despite declaring his willingness to do so. The Complainant also alleges that the Respondent tried to prevent them to cooperate with other Serbian trainers.

- 5.2 The Respondent has submitted a defence statement wherein he states that the situation is based on misunderstanding. He did not intend to keep the monies. He suffered from Covid-19 and was unable to make the repayment earlier. He has now repaid the whole amount.
 - 5.3 The Complainant has confirmed to the EDC that the Respondent on 4 June, 2021 has made the repayment. The Complainant is not willing to withdraw the complaint and consequently wishes the EDC Chamber to make a decision.
6. Upon due consideration, the EDC Chamber, by unanimity of its members, **finds** regarding the admissibility of the complaint that:
- 6.1 The alleged breach of the FIDE Code of Ethics is based on the lack of fulfilment of a commercial contract between two individuals, where both of them are part of the FIDE Family. The Complainant is the legal guardian of a player, allegedly registered with the US Chess Federation, a member of FIDE. The Respondent is a FIDE registered GM, but is not a FIDE Trainer.
 - 6.2 According to the FIDE Charter, article 26.8, EDC has in principle jurisdiction over all cases involving the FIDE Family and having international implications. This does however not mean that all such cases should fall within EDC's jurisdiction. The question of admissibility in a partly similar case was tried in Case 4/2018 (Grivas). In that case, the EDC Chamber stated that a contractual dispute can be of the EDC jurisdiction on three cumulative conditions. The case must (i) be related to chess and closely linked to one of the chess spheres governed by FIDE, (ii) the complainant and the respondent must belong to the FIDE Family and (iii) there must be grounds for misbehaviour or misconduct that can be considered as a breach of the FIDE Code of Ethics.
 - 6.3 As stated in the decision in Case 4/2018, paragraph 8.5, a breach of a contractual obligation, even if related to the game of chess, would normally not *per se* be a violation of the FIDE Ethics Code. Such disputes are to be decided in the civil courts. The EDC Chamber finds this distinction to be of considerable importance.
 - 6.4 It is not in the interest of FIDE, nor the FIDE Family to be involved in all kinds of chess-related disputes between individuals of a private or inter-personal nature. In Case 5/2019 Zangalis & Karjakin v Surov the EDC found the complaint being

more of a personal nature than connected to the governance of chess and therefore not admissible.

- 6.5 The main question is whether the dispute in this case is related to chess and furthermore closely linked to one of the chess spheres, governed by FIDE. Coaching is an important part of the chess education and training of chess players of all ages and backgrounds. Coaching may be carried out in various forms and in many ways. In many countries, there are scholastic chess projects, in whole or in part managed by the national federation. Such activities constitute undoubtedly one of the chess spheres that falls within the legitimate interest of FIDE and consequently also the EDC.
 - 6.6 There are also less formalized forms of coaching, such as in the present case. The activity is based on what may be described as an *ad hoc* principle. Individuals agree to work together, informally and ordinarily without involvement of the national federation or other similar organizations. The EDC Chamber is of the opinion that such loosely set up co-operations or commercial agreements do not fall within the formal chess activities in the public sphere governed by FIDE. It should be mentioned that the Case 1/2007 (Jackie Ngubeni), where the respondent's failure to pay monies promised to GM Kogan was found admissible, comprised additional aspects, *inter alia* that the respondent was responsible for organizing an international tournament from which the agreement with GM Kogan emanated. The organization of international tournaments is one of the chess spheres over which FIDE governs.
 - 6.7 The EDC Chamber consequently finds that the dominant feature of the present case, a commercial contract with very loose connection to any of the chess spheres governed by FIDE, falls outside of the jurisdiction of EDC.
 - 6.8 The above finding makes it unnecessary to consider the third requirement, namely the presence of *prima facie* evidence of misbehaviour or misconduct that can be considered as a breach of the FIDE Code of Ethics (see 6.2 above). If the respondent's explanation for the delay in the repayment of the coaching fees is accepted, it being doubtful that the explanation can be rejected on an application of the standard of a comfortable satisfaction, then the complaint could also be regarded as inadmissible for want of compliance with the mentioned third requirement.
 - 6.9 The EDC Chamber finds therefore that it lacks jurisdiction to investigate a violation of the Code of Ethics in the circumstances of the present case.
7. Accordingly, and taking into account all of the above, the EDC Chamber **unanimously decides** as follows:
 - 7.1 The complaint is not admissible before the EDC Chamber.
 - 7.2 The case is dismissed.
 8. The parties are **advised** that this decision may be appealed to the Appeal Chamber of the EDC by giving written notice of such appeal to the FIDE Secretariat within 21 days from the date upon which this decision is received. The notice of appeal must clearly state all

the grounds for the appeal. Failing the due exercise of this right of appeal, the EDC Chamber's decision will become final.

9. The EDC Chamber **requests** the FIDE Secretariat to communicate forthwith the decision to the Respondent and the Complainant and to publish in due course the decision on the FIDE website.

DATED ON THIS 7th DAY OF AUGUST 2021

Johan Sigeman

CHAMBER CHAIRMAN
FIDE ETHICS & DISCIPLINARY COMMISSION