



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 Khaled Arfa

Members: Mr Ravindra Dongre

Mrs Olga Baskakova

during an exchange of correspondence and an in person meeting, made the following -

DECISION

Case no. 3/2025: "Alleged failure to pay stipend and other financial obligations".

1. The EDC Chamber **notes** its establishment by the EDC Chairman on 22th February 2025.
2. The EDC Chamber **notes** that on the 13th January 2025 the FIDE Ethics and Disciplinary Commission (EDC) received a Complaint from Mr Efstratios Grivas (“the Complainant”) against The United Arab Emirates Chess Federation (UAECF – the first respondent) and The Sharjah Cultural & Chess Club (SCCC - the second respondent) – jointly called “the Respondents”, concerning allegations of failure to pay stipend and other financial obligations in violation of the FIDE Ethics & Disciplinary Code, more particularly Articles 6.10 – ethical value of human dignity (honesty) and Art. 6.25(a) responsibility (accountability) of the Ethics Code; Art 11.6 (b) - Disparagement of FIDE's reputation and interests and Art 11.9(a)- socially unacceptable behaviour of the Disciplinary Code.
3. The EDC Chamber notes that the Respondents did not respond to the EDC Chamber’s inquiries or use the opportunity given to submit a defensive statement in the proceedings before the EDC Chamber.



4. The EDC Chamber notes the contents of the following documents received as part of the case file: the Complaint of Mr Efstratios Grivas (13th January 2025) along with its exhibits, the notice of respondent sent by the EDC Chamber (22th May 2025).
5. The EDC Chamber **notes** the subject-matter of the Complaint:
- 5.1 The Complainant submitted a Complaint against the Respondents, stating that as a world-renowned chess expert and trainer, he had been employed in the United Arab Emirates for nearly seven and a half years (2014-2016 & 2019-2024).
- 5.2 A first Memorandum of Agreement (MOA) appointed the Complainant as the Director of the Sharjah International Chess Academy (SICA), a new branch of the Sharjah Cultural & Chess Club (SCCC), for the period of March 3, 2019, to March 2, 2021. A second MOA extended this agreement until March 3, 2023. Following this date, the cooperation between the Complainant and the Sharjah Cultural & Chess Club effectively continued. A third MOA was drafted and, according to the Complainant, was signed solely by him and transmitted to the SCCC for finalization. However, the SCCC took no further action and never signed the third MOA. Despite this, the new conditions, benefits, and upgrades outlined in that final MOA have been effectively applied since June 2023.
- 5.3 A change in the presidency of the SCCC occurred on August 1st 2023. On that same day, the Complainant fell in his apartment, breaking his leg. This incident resulted in a five-day hospital stay for surgery and a two-month medical leave. Despite his injury, the Complainant continued to work remotely from his bed.
- 5.4 In August 2023, the Complainant was last paid his 10% bonus on the SICA's monthly income. No explanation was given for the subsequent cessation of these payments. Additionally, the SCCC declined to cover his full recovery costs.
- 5.5 Two months later, in early October 2023, the Complainant resumed working physically and was subsequently informed that the Board of Directors, at its meeting on October 24, 2023, had decided to terminate their cooperation, providing no explanation.



5.6 The formal notice of contract termination was officially issued to the Complainant on November 19, 2023.

5.7 The financial requests of the Complainant are set forth in the table below:

N	Item - Differences	AED	Euros
1	Men Team Championship 2022	4,000	1,000.00
2	Bonus 2022-2023	4,000	1,000.00
3	March-April-May 2023 Salary	6,000	1,500.00
4	SICA 10% (September to January)	16,825	4,206.25
5	Gratitude of Service	66,500	16,625.00
6	Termination Salaries Difference	15,200	3,800.00
7	Extra Vacation Days	4,400	1,100.00
8	Air-Tickets Compensation	5,000	1,250.00
9	Return Air-Ticket Difference	2,720	680.00
10	Apartment Compensation	20,355	5,088.75
11	General Compensation	55,000	13,750.00
	Total	200,000	50,000.00

5.8 The Complainant notes that he received a payment of 10,450 Euros (AED 41,800) on January 21, 2024, via a bank deposit, which the Club designated as the final amount. He indicates that he was required to sign a related document, written in Arabic (a language he claims not to understand), to acknowledge his agreement. The Complainant asserts that he had no alternative but to sign, as he risked losing the entire sum of money.

The Complainant asserts that before filing this complaint, he wrote to both Respondents to regularize his situation and be paid the outstanding amount (the difference), but his correspondence went unanswered and was ignored.

5.9 Finally, the complainant requests the following:

5.9.1 to get paid in full the above described amount of Euros 50,000 (AED 200.000), as he believes that it is accordingly to the Labour Law of UAE and other Contracts/Agreements, which the Club didn't follow.

5.9.2 to be informed in written form about the reason(s) of his termination.



5.9.3 to receive a written apology for the extremely inappropriate behaviour of the Respondents to his personality.

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 Ethics and Disciplinary Code is based on the lack of fulfilment of a contractual agreement (MOA) between the Complainant and the second respondent.
- 6.2 The Complainant is a FIDE registered GM under ID 4200039 and a FIDE Senior Trainer (FST), which qualifies as a member of the FIDE family under Art. 4.2(k) of the Code, with the necessary *locus standi* to submit a complaint to the EDC, and of which FIDE exercises jurisdiction.
- 6.3 The first respondent is the United Arab Emirates Chess Federation, a member federation of FIDE falling under the jurisdiction of the EDC as per Art. 4.2(a) of the Code of Ethics.
- 6.4 The second respondent is the Sharjah Cultural & Chess Club affiliated to the United Arab Emirates Chess Federation. In terms of Art. 4.2(e) of the Code of Ethics clubs associated to a FIDE member federation are under the jurisdiction of the EDC.
- 6.5 As stipulated by Article 26.8 of the FIDE Charter, the EDC is, in principle, vested with jurisdiction over all matters concerning the FIDE Family that carry international implications. However, this provision does not automatically grant the EDC jurisdiction over every such case. In fact, The FIDE Code of Ethics does not provide any general provisions concerning the non-performance or violation of contractual obligations.
- 6.6 According to Article 3.10 of the Ethics Code, "During all their operations, the EDC will draw on precedents." Furthermore, Rule 68.1 of the EDC Procedural Rules specifies that "In its decisions the EDC shall ... strive to maintain consistency with its own previous decisions".
- 6.7 The question of admissibility in a partly similar case was tried in two major precedents Case 4/2018 (Grivas vs MCF) and Case 05/2021 (Lakshminpathy vs Savic).



6.8 Based on the two precedents, the rule for establishing jurisdiction is that a contractual dispute falls within the EDC's purview only if three **cumulative** conditions are met;

6.8.1 The Complainant and Respondents must belong to the “FIDE Family”.

6.8.2 The contract must be relating to chess and closely linked to one of the chess spheres governed by FIDE.

6.8.3 There must be grounds for misbehaviour or misconduct that can be considered as a breach of the FIDE Code of Ethics.

6.9 Based on the first condition outlined in paragraph 6.8.1, it remains undisputed that the Complainant and the Respondents are both members of the FIDE family, as established in paragraphs 6.2, 6.3, and 6.4.

6.10 Regarding the second condition set forth in paragraph 6.8.2, it is expressly stated in Case 04/2018 that “As a general rule, a breach of a contractual obligation is not per se a violation of the Code of Ethics and would normally be a case for the civil courts. However, the EDC has jurisdiction if there is a dishonourable failure or refusal to meet the commercial obligations and the matter is closely enough connected to the sphere of chess governance, then there could be grounds for finding that a breach of the Code of Ethics has been committed”.

6.11 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

6.12 In Case 04/2018, the contract was deemed to be closely linked to one of the chess spheres governed by FIDE, namely the Chess Schools program. By contrast, the agreement in Case 05/2021—which was for online chess training for an eight-year-old—was determined to be a purely interpersonal contract and 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.

6.13 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.

Contracts and agreements related to chess can be carried in various forms. This category includes contracts for vital global chess projects, such as the "Chess in Schools" program and the training and coaching programs administered by the



Trainers' Commission. Similarly, it encompasses contracts for the organization of major FIDE events, including the World Chess Championships, the Olympiads, and even international, regional, or national tournaments that have international implications.

The defining characteristic of this first category of contracts is their intimate connection to the global governance mission entrusted to FIDE. The stakes of these agreements far exceed the personal interests of the contracting parties. Consequently, their non-performance or breach results in harm to chess and the FIDE family, or otherwise prejudices FIDE's reputation and interests.

These agreements are undoubtedly linked to a chess sphere that falls within the legitimate interests of FIDE and, consequently, within the jurisdiction of the EDC.

- 6.14 There are also less formalized agreements, such as the one in the present case. These activities are based on an ad hoc principle, where individuals or entities agree to collaborate informally, typically without the involvement of a national federation or similar organizations. In such cases, only the interests and financial stakes of the contracting parties are at issue. As established in Case 05/2021, the EDC Chamber is of the opinion that these financial arrangements or commercial agreements do not fall within the formal chess activities in the public sphere governed by FIDE. Consequently, they are outside the jurisdiction of the EDC.
- 6.15 The EDC Chamber consequently finds that the dominant feature of the present case, a labour contract with purely financial requests, has very loose connection to any FIDE-governed chess sphere and thus falls outside the jurisdiction of the EDC.
- 6.16 Additionally, the Complainant admits that his labour contract is subject to UAE labour law. He is seeking to have this law applied to recover his outstanding payments. The EDC lacks jurisdiction to apply UAE labour law, as this is a matter reserved for the proper courts of the UAE.
- 6.17 Moreover, the EDC lacks competence to consider requests for financial compensation as the EDC procedure will not "resolve the dispute" between the parties, nor will enforce the execution of the contract in the sense used by jurisdictional clauses in commercial contracts. It is rather a disciplinary



procedure with the aim to impose one of the sanctions in the FIDE Ethics and Disciplinary Code if the Respondents are found guilty.

- 6.18 An additional instance of incompetence arises from the complainant's request to have the final payment receipt, which is part of the record, declared null and void, notwithstanding his admission of signing it. It is trite law that one is bound by what they sign. The authority to rule on the validity or invalidity of payment evidence and to investigate the conditions under which such documents were executed falls outside the EDC's jurisdiction and is a matter for the competent civil courts.
- 6.19 The above finding about the second requirement makes it unnecessary to consider the third requirement, set forth in paragraph 6.8.3 as failure to satisfy any single one of the three requisite cumulative conditions is sufficient to declare the case inadmissible.

Nerveless, it is important to set out that the EDC procedure is not an alternative forum to a civil court, but a separate one that has specific targets aiming to inquire if the party's conduct is *mala fide* or otherwise dishonourable and the EDC only takes action if in addition to be a breach of contract, the conduct is also unethical and could be a violation of the Code of Ethics.

In the present case, a determination of *prima facie* evidence of misconduct or misbehaviour constituting a breach of the FIDE Code of Ethics would be difficult to establish and substantiate as the mere violation of contractual obligations or labour law (if it exists) does not, in itself, constitute a *mala fide* conduct.

Furthermore, the failure to respond to correspondence or provide explanations to a contracting party does not, in itself, constitute an ethical violation. This is particularly relevant in the present matter, where the First Respondent is not a party to the contract, and the Second Respondent could reasonably believe that possessing a final settlement receipt, duly signed by the Complainant, renders any response unnecessary.

Finally, a disagreement between contracting parties regarding the calculation of amounts due does not, in itself, constitute ethically reprehensible conduct. This is especially pertinent to the matter at hand, where the Complainant's requests are based on the third MOA, which the Complainant asserts was not signed by the second respondent. The second respondent, on the other hand, can



reasonably consider that only the second MOA, which was signed by both parties, is enforceable between the parties. Consequently, the Complaint could also be regarded as inadmissible for want of compliance with the mentioned third requirement.

7. Accordingly, and considering 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 **referred** to Chapter 7 of the EDC Procedural Rules **and advised** that this decision may be appealed to the EDC Appeal Chamber by giving written notice of such appeal to the EDC Chairman (ethics@fide.com) 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. An appeal lodgment fee of 500 EUROS must at the same time be paid to the FIDE Financial Department. 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 Complainant and the Respondents and to publish in due course the decision on the FIDE website.

DATED ON THIS 6th of August 2025

Mr Khaled Arfa

CHAMBER CHAIRPERSON

DEPUTY CHAIRPERSON

FIDE ETHICS & DISCIPLINARY COMMISSION