



## **FIDE ETHICS AND DISCIPLINARY COMMISSION**

### **APPEAL CHAMBER**

The EDC Appeal Chamber, sitting in the following composition –

Chairperson: Mrs. Yolander Persaud

Members: Mr David Hater

Mr. Alan Borda

In accordance with Article 26.4 of the FIDE Charter, hereby renders the following:

### **DECISION**

#### **CASE NO: 03/2025 (A): ALLEGED FAILURE TO PAY STIPEND AND OTHER FINANCIAL OBLIGATIONS.**

1. This is an appeal against the Decision of the EDC First Instance Chamber (per Khaled Arfa, Ravindra Dongre, Olga Baskakova) dated 6<sup>th</sup> August 2025.
2. In the First Instance Decision, the EDC ruled that it lacked jurisdiction because the failure to meet the commercial obligations was not connected to any sphere of chess governance. The First Instance Chamber further stated that it was not in the interest of FIDE to be involved in all kinds of chess-related disputes involving members of the FIDE family of a private nature.
3. **The parties:**
  - 3.1. The Appellant is GM Efstratios Grivas.
  - 3.2. The Respondents are the United Arab Emirates Chess Federation (UAECF) and The Sharjah Cultural Chess Club (SCCC).



#### **4. Admissibility of Appeal**

The Appellant's statement of Appeal dated 19<sup>th</sup> August 2025 was received by the EDC on 19<sup>th</sup> August 2025, within the permissible appeal period and complied otherwise with the formal requirements for the admissibility of an internal appeal before the EDC Appeal Chamber. Accordingly, the Appellant's appeal is declared admissible.

#### **5. Factual Background**

5.1 The Appellant's, a renowned chess expert employed in the UAE for about 7.5 years (2014–2016; 2019–2024), served as Director of the Sharjah International Chess Academy under MOAs covering March 2019 to March 2023, with cooperation continuing thereafter. A third MOA was signed only by him and not executed by the Sharjah Cultural & Chess Club (SCCC), its improved terms were applied from June 2023.

5.1 Following a leadership change at SCCC on August 1, 2023, on the same day the Appellant broke his leg and underwent surgery. Still, he worked remotely during a two-month medical leave. His 10% bonus ceased after August without explanation, and the SCCC did not fully cover recovery costs. After returning on-site in October 2023, he was informed the Board decided on October 24 2023 to terminate cooperation, with formal notice issued November 19.

5.3 On January 21, 2024, the Appellant received €10,450 (AED 41,800) as a "final" payment, which he accepted under pressure by signing an Arabic document he says he could not understand. Having received no response to his prior requests to regularize his status and settle the outstanding amount, he seeks €50,000 (AED 200,000), written reasons for termination, and a written apology.

#### **6. Grounds of Appeal**

The Appellant relies on four (4) main grounds of appeal:

6.1 Failure to examine the complaint on the merits- The Appellant asserts the EDC initially opened and began examining the case, sought the other side's opinion, received no written response, yet nevertheless declared the complaint inadmissible and dismissed it instead of proceeding to a decision on substance.



6.2 Adverse inference from non-cooperation by the Respondents- The appellant argues the SCCC and UAECF “completely ignored” FIDE/EDC requests, which should have been treated as a serious affront and factored into proceeding with the case rather than dismissing it.

6.3 Duty of the National Federation to resolve disputes-The Appellant claims UAECF, as the national governing body, is responsible for irregularities within UAE chess and must assist in resolving disputes involving its members and FIDE-affiliated bodies, citing past instances (Mongolia CF, Cyprus CF) where federations were compelled to pay or face FIDE sanctions

6.4 Right of a FIDE-affiliated organization to bring the complaint- The Appellant states that, per FIDE rules and a 2019 FIDE/EDC decision, the Grivas Chess International Academy (a FIDE-affiliated organization since 2012) has standing to file the complaint and appeal; thus, dismissing as inadmissible was erroneous.

7. The Respondents have yet again failed/neglected to respond to the EDC on this matter.

### **Discussion**

4. It is undisputed, and disappointing that the Respondents did not file any response in the first instance despite being given the opportunity to do so. Non-cooperation can be noted as an aggravating feature in disciplinary contexts, but silence alone does not create jurisdiction where the Code withholds it. The First Instance correctly recorded the Respondents’ failure to engage while proceeding to assess admissibility and jurisdiction first
5. The claim seeks unpaid stipends, bonuses, salaries, and various compensation items arising from an employment/MOA framework at a club level, including reliance on an unsigned third MOA and UAE labour law. This places the gravamen in private contractual/labour law rather than in public-facing chess governance obligations.
6. The First Instance Decision emphasizes that EDC is not a civil court and does not adjudicate or enforce contracts, nor does it apply national labour law; its role is disciplinary and limited to Code violations with sufficient nexus to FIDE’s governance mission and public chess spheres (e.g., Chess in Schools, major FIDE events, Trainer Commission programs).



7. The First Instance Chamber’s classification aligns with Case 05/2021 (online training—private arrangement) rather than Case 04/2018 (formal FIDE-linked sphere), which is the consistency the Code and Procedural Rules require the EDC to maintain with its own precedents.
8. While regrettable, silence does not transform a private employment claim into an ethics matter within EDC’s purview. An adverse inference may be drawn on facts when jurisdiction exists, but it cannot substitute for the required nexus to the chess governance sphere. The Appeal Chamber wishes to note that the respondents’ non-cooperation is inconsistent with best practice for FIDE-affiliated entities but acknowledges that it does not cure the jurisdictional defect.
9. The First Instance Chamber rightly declined the request for relief to nullify a “final settlement” and apply UAE labour law, noting only civil courts can assess validity of settlement documents and apply local labour statutes. The EDC lacks competence to declare civil instruments void or to grant financial relief.

## 10. Conclusion

10.1 The Appeal Chamber affirms the First Instance Chamber’s dismissal on jurisdictional grounds. The Appeal Chamber notes the Respondents’ failure to engage with the EDC’s correspondence. Notwithstanding that failure, the jurisdictional threshold requirement cannot be created or met by default. Consistent with the First Instance Chamber’s analysis and prior EDC precedents, this dispute concerns a private employment/contractual relationship with claims for monetary differences under UAE labour law and lacks the requisite close link to a chess sphere governed by FIDE. The appeal is therefore **dismissed** and the First Instance decision is affirmed. This dismissal is without prejudice to the complainant’s right to pursue relief before competent UAE authorities or courts.

10.2 All FIDE members and affiliates are encouraged to respond promptly to EDC communications to uphold respect for FIDE processes, even where jurisdiction may ultimately be declined.



11. In accordance with Article 17.2 and 17.4 of the EDC Code and Procedural Rule 73.1, this final decision of the Appeal Chamber is appealable to the CAS within 21 (twenty-one) days following communication of this decision.
12. The FIDE Office is requested to communicate this decision forthwith to the Respondent and the FIDE President and to publish the decision on the FIDE website in due course.

**DATED ON THIS 9<sup>th</sup> day of June 2026.**

*Yolander Persaud*

**YOLANDER PERSAUD**

**APPEAL CHAMBER Chairperson**

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