



Tribunal Arbitral du Sport  
Court of Arbitration for Sport

**CAS 2019/A/6292 Asbel Kiprop v. International Association of Athletics Federations (IAAF)**

## **TERMINATION ORDER**

pronounced by

**The President of the Appeals Arbitration Division of**

**THE COURT OF ARBITRATION FOR SPORT**

in the arbitration between

**Asbel Kiprop**, Nairobi, Kenya

Represented by Mr. James D. Bunting, Tyr LLP, Toronto, Ontario, Canada

- Appellant -

and

**International Association of Athletics Federations (IAAF)**, Monaco

Represented by Mr. Ross Wenzel, Kellerhals Carrard, Lausanne, Switzerland

- Respondent -

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**WHEREAS**, on 15 May 2019, Mr. Asbel Kiprop (the “Appellant”) filed a Statement of Appeal (the “Appeal”) with the Court of Arbitration for Sport (the “CAS”) against the International Association of Athletics Federations (“IAAF” or the “Respondent”) with respect to the decision rendered by the Athletics Integrity Unit Disciplinary Tribunal on 10 April 2019, notified to the Appellant either on 18 April 2019 or on 20 April 2019 (the “Appealed Decision”);

**WHEREAS**, the Appellant paid the Court Office fee of CHF 1,000 in accordance with Articles R48 and R64.1 of the Code of Sports-related Arbitration (2019 edition) (the “Code”);

**WHEREAS**, on 27 May 2019, the CAS Court Office initiated an appeals arbitration procedure under the reference *CAS 2019/A/6292 Asbel Kiprop v. International Association of Athletics Federations (IAAF)*;

**WHEREAS**, on 7 June 2019, the Appellant’s then-representative informed the CAS Court Office that it was no longer being instructed by the Appellant with respect to this proceeding, but that the representative’s understanding was that the Appellant wished to proceed with the Appeal;

**WHEREAS**, on 13 June 2019, the Appellant requested that the CAS Court Office suspend the proceedings in order for him to obtain Legal Aid;

**WHEREAS**, also on 13 June 2019, the CAS Court Office informed the Parties that, absent any objection from the Respondent by 14 June 2019, the proceedings would be suspended until further notice;

**WHEREAS**, on 14 June 2019, the Respondent requested an extension of time until 17 June 2019 to comment on the Appellant’s request to suspend the current proceeding, which was granted;

**WHEREAS**, on 17 June 2019, the Respondent commented on the Appellant’s request to suspend the proceeding, noting that to date, it had not yet received the Appellant’s Appeal Brief. The Respondent further requested that, in the absence of receipt of the Appellant’s Appeal Brief by that date, the Appellant “*be invited to provide evidence that he has, within the applicable deadline, either (i) filed an Appeal Brief or (ii) advised the CAS in writing that the Statement of Appeal should be considered as his Appeal Brief*”, failing which the appeal should be deemed withdrawn per Article R51 of the Code;

**WHEREAS**, on 18 June 2019, the Appellant was granted a deadline of until 24 June 2019 to comment on the Respondent’s comments of 17 June 2019;

**WHEREAS**, on 23 June 2019, THE Appellant’s then-representative informed the CAS Court Office that he would not be in a position to confirm, prior to 2 July 2019, whether he would continue to represent the Appellant and requested an “*extension of any timelines*”;

**WHEREAS**, on 24 June 2019, the CAS Court Office informed the Parties that, absent any objections from the Respondent by 25 June 2019, the Appellant’s deadline of 24 June 2019 to

reply to the Respondent's comments on the Appellant's request to suspend the proceedings would be suspended until further notice;

**WHEREAS**, by the same letter of 24 June 2019, the CAS Court Office informed the Appellant that, absent the agreement of all the Parties, an extension could only be granted with regards to time limits that had not yet expired at the time of the extension request;

**WHEREAS**, on 25 June 2019, the Respondent advised that it would not object to the suspension of any of the Appellant's deadlines to the extent they had not already expired at the time of the Appellant's letter of 24 June 2019;

**WHEREAS**, on 2 July 2019, the Appellant, amongst others: a) argued that the Appeal should not be deemed withdrawn, due to the fact that the Respondent, by nominating its arbitrator on 7 June 2019, *i.e.* after the expiry of the deadline for the filing of the Appeal Brief, had consented to the continuation of the proceeding; b) requested that the deadline to file the Appeal Brief be extended pursuant to Article R32 of the Code, contending that the limitation on the discretionary power to extend deadlines under Article R32 of the Code is expressly tied to the "*initial time limit*" for the filing of the Statement of Appeal only, and that "*for all other time limits, the CAS retains jurisdiction and discretion to grant extensions that are reasonable in the circumstances, including extending time lines that may have passed nunc pro tunc (i.e. now for then)*"; and c) alternatively, given that the CAS had failed to apply its own Rules – as it had not, at the beginning of the proceedings, in the absence of nomination by the Appellant in his Statement of Appeal of an arbitrator, granted a deadline to the Appellant, in accordance with Article R38 of the CAS Code, to nominate an arbitrator – the CAS should immediately remedy this situation by providing the Appellant with a single short deadline to complete this requirement, following which the Appellant would furnish the required information and immediately seek an extension of the time for the filing of his Appeal Brief;

**WHEREAS**, on 3 July 2019, the Parties were informed that since the Appealed Decision had been notified to the Appellant at the latest by 20 April 2019, the Appellant's deadline for filing the Appeal Brief was 4 June 2019, in accordance with Article 13.7 of the IAAF Anti-Doping Rules. Furthermore, the Appellant had failed to timely file his Appeal Brief or to otherwise inform the CAS Court Office that the Statement of Appeal was to be considered as the Appeal Brief. That notwithstanding, the Respondent was invited to inform the CAS Court Office within three days of whether it agreed to proceed with the Appeal, failing which the President of the CAS Appeals Arbitration Division, or her Deputy, would render a Termination Order;

**WHEREAS**, on 4 July 2019, the Respondent informed the CAS Court Office that it did not consent to proceed with the Appeal. Consequently, the Parties were advised that the President of the CAS Appeals Arbitration Division, or her Deputy, would render a Termination Order in due course;

**WHEREAS**, no Panel has been constituted;

**CONSIDERING** that, in view of the above, the Appeal filed by Mr. Asbel Kiprop shall be deemed withdrawn and the procedure *CAS 2019/A/6292 Asbel Kiprop v. International Association of Athletics Federations (IAAF)* shall consequently be terminated and deleted from the CAS roll;

**CONSIDERING** that this Order is rendered without costs, except for the Court Office fee of CHF 1,000, which was paid by the Appellant and which is retained by the Court of Arbitration for Sport.

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## **ON THESE GROUNDS**

The President of the Appeals Arbitration Division of the Court of Arbitration for Sport, ruling *in camera*, pronounces:

1. The procedure *CAS 2019/A/6292 Asbel Kiprop v. International Association of Athletics Federations (IAAF)* is terminated and removed from the CAS roll.
2. This Order is rendered without costs, except for the Court Office fee of CHF 1,000 paid by Mr. Asbel Kiprop, which is retained by the Court of Arbitration for Sport.

Lausanne, 23 June 2020

## **THE COURT OF ARBITRATION FOR SPORT**



Corinne Schmidhauser  
President of the Appeals Arbitration Division