

**IN THE MATTER OF PROCEEDINGS BROUGHT BY THE INTERNATIONAL TENNIS
FEDERATION UNDER THE 2021 TENNIS ANTI-DOPING PROGRAMME**

Before:

Monty Hacker (Chair)
Grace Cheng
Julien Berenger

BETWEEN:

INTERNATIONAL TENNIS FEDERATION

Anti-Doping Organisation

and

IVAN MIKHAYLYUK

Respondent

DECISION OF THE INDEPENDENT PANEL

A. PROCEDURAL HISTORY

1. The International Tennis Federation (“ITF”) is the international governing body for the sport of tennis and annually issues the Tennis Anti-Doping Programme (“TADP”).
2. Mr. Monty Hacker was appointed Chair of this Tribunal of the ITF Independent Panel on 19 April 2022.
3. Ms. Grace Cheng and Mr. Julien Berenger were appointed to this Tribunal on 11 May 2022.

4. The ITF was represented by Ms. Louise Reilly of counsel and assisted by Bird and Bird.
5. The Player, Mr. Ivan Mikhaylyuk is a 24-year-old Russian Professional Tennis Player.
6. The Player was represented by Advocate, Mr. Nikolai Mudrik.
7. Ms. Kylie Brackenridge of Sport Resolutions was Secretariat to the Tribunal.
8. The Witnesses/appointees included:
 - Mr. Evgeni Zhelyazkov – ITF Chaperone;
 - Ms. Radoslava Hristova – ITF Doping Control Officer (“DCO”);
 - Ms. Alena Slepova - Russian-English Translator;
 - Ms. Yulia Chrisholm – Russian Language Interpreter;
 - Dr. Mark Thomas – ITF Nephrologist; and
 - Mr. Pavel Mikhaylyuk –The Player’s brother.
9. The Player challenged the jurisdiction of the Tribunal on 30 May 2022. Its composition, however, was not challenged.
10. Following the Player’s 30 May 2022 letter of objection to the Tribunal’s jurisdiction to determine the matter, the objection was dismissed by the Tribunal on 22 June 2022, along with the Player’s application for the arbitration costs of the ITF and the Panel.
11. The parties proposed and the Chair approved the Directions dated 22 April 2022, which contained the procedural calendar for submissions and hearing date. Following extensions requested by the parties, the originally agreed calendar dates were altered.
12. Factors which delayed the eventual hearing of the matter included the jurisdictional challenge by the Player, short extensions requested by the parties from time to time for the filing of submissions, and the need for two hearing dates – one for the opening submissions and evidence and the other for closing submissions, which followed one month later.
13. Hearing and/or Salient Dates:

17 October 2022 - Hearing of evidence and cross-examination;

16 November 2022 - Closing Arguments.

B. INTRODUCTION

14. In this matter the Player, a Russian professional tennis player, was charged with the commission of an In-Competition Anti-Doping Rule Violation (“ADRV”), for failing and/or refusing to submit to the sample collection after notification from the duly authorised ITF Chaperone Mr. Evgeni Zhelyazkov and the duly appointed ITF Doping Control Officer (“DCO”) Ms. Radoslava Hristova, on 13 September 2021, without providing compelling justification for such refusal. This followed his participation in a tennis match at the ITF World Tennis Tour M15 tournament held in Sozopol, Bulgaria, from 13 to 19 September 2021.
15. The explanation given by the Player orally, on 13 September 2021, to justify his refusal to submit to a urine test was that he “*suffers from pyelonephritis and prostatitis*”, which causes him pain when urinating, thus limiting his ability to urinate more than once a day, in the morning, for which he uses a special device (a catheter), which he did not have with him at this tournament venue because it had been left behind, by him, where he had been living at the time, some 30 kilometres away from that Sozopol tournament venue. He repeated that he cannot just go to the toilet to provide a sample, which he can only do once a day, in the morning either at home or at the tournament, using a device (a catheter).
16. The Player, later that same day, at the request of the DCO wrote in Russian and signed a Supplementary Report (this document has been translated into English), which appears at Tab DB 9 of the Document Bundle (“the Bundle”) provided to this Tribunal. The Supplementary Report by the Player records that this condition (pyelonephritis) began with frequent urination and that he had a “*doping test in Kazan, (Russia) where [he] participated in the Futures 25 Tournament*”. For completeness, there does not appear to have been any issue with the sample collection process in Kazan, or difficulty in obtaining a sample. The explanations given by the Player for his failure and/or refusal referred to in this paragraph and paragraph 15 above are together hereinafter referred to as “the original defence”.

C. POSITION OF THE PARTIES

17. The Player's position was set out in a written submission to the Tribunal and all parties on 3 June 2022 (Section 2 of the Bundle).

17.1 His main submission is that the ITF's prosecution of violation of Article 2.3 of the TADP should be declared inadmissible due to improper notification, lack of authority of the doping control personnel, existing compelling justification, and/or lack of intent.

17.1.1 A Medical Report (Exhibit 1), dated 23 March 2020, was submitted and detailed that the Player showed "signs of kidney stone disease. Concretion of the left kidney. Left-sided chronic pyelonephritis.

17.2 In the alternative, the Player submits that the Tribunal, considering all the circumstances of the case, imposes a punishment of disqualification of not more than 12 months, a fair and proportionate sanction for an unintentionally committed ADRV.

18. After the communication of the opening brief, the ITF sent, on 8 July 2022, a Reply brief in which the ITF asked the Tribunal to:

18.1 Find that the Player has committed an ADRV under TADP Article 2.3, in that he refused (or intentionally failed) to provide a urine sample after valid notification on 13 September 2021, without compelling justification;

18.2 Impose a four-year period of Ineligibility under TADP Article 10.3.1, starting on a date to be determined in accordance with Article 10.13; and

18.3 Disqualify the results obtained by the Player at the Tournament, with consequent forfeiture of all medals, titles, ranking points and prize money won by virtue of those results, and at events subsequent to September 2021, unless the tribunal determines that fairness requires otherwise.

D. ANALYSIS

19. During the evidence hearing, when questioned about the content of his statement (appearing at Tab DB 9 of the Bundle), the Player asserted that the Supplementary Report contained everything that was relevant, which he had told to the DCO to justify his refusal, adding that nothing had been omitted from that written statement.
20. However, when questioned by the Chair during the hearing and on being referred to a prior exchange of correspondence between him and the ITF, in which the Player had repeatedly made reference to an offer made by him to the DCO to provide blood, an implied alternative to providing a urine sample and something which neither appeared in Tab DB 9, Supplementary Report, or in the Player's oral statement to the DCO, the Player then said that the report in Tab DB 9 had been incomplete, conceding that it failed to contain any reference to his offer of blood sample collection. The Tribunal is aware that this omission was also missing from the Player's initial oral statement which he made to the DCO, earlier the same day (13 September 2021).
21. It was this duplicated omission which caused the Tribunal when preparing for this hearing, to question what the explanations were for other material lacunae that were glaringly absent from the Bundle. Significant amongst these omissions or lacunae, which the Tribunal had become aware of, were the following:
- 21.1 The apparent ignoring by the ITF of the Player's offer to have his blood tested, something which first appeared in the Player's response letter dated 15 November 2021, in answer to the ITF's Notice of Charge letter, dated 27 October 2021;
 - 21.2 The failure of either party to call for or obtain a fairly contemporaneous updated urologist's report on the Player's medical condition, in reasonably close proximity to the date of the Player's refused urine test;
 - 21.3 The ITF's disregard of the, no less than, 137 instances of alleged failures to comply with its own testing requirements that were set out in the Player's Reply (dated 3 June 2022) to the ITF's Opening Brief. At the hearing it was brought to the attention of the

Tribunal by the ITF's counsel, Ms. Reilly, that she would rely on the testimony of the ITF's witnesses (the Chaperone and the DCO), to the effect that not only were the Player's allegations of non-compliance disputed by the ITF, but the ITF would in any event place reliance upon TADP Article 3.2.5 which, provides that "*departures can only invalidate evidence of ADRVs in situations where a player is alleged to have committed an Adverse Analytical Finding, Adverse Passport Finding or Whereabouts Failure specified situation*";

21.3.1 She contended that as none of the alleged non-compliances (failures) by the ITF either fell into or impacted upon any of these three aforementioned categories, none of these alleged failures on the part of the ITF were capable of invalidating or even mitigating the Charge the Player was facing;

21.3.2 Consequently, she contended that the existence of any such alleged non-compliances was irrelevant and failed to assist the Player's defence to the original charge. This was indeed what she subsequently raised and brought to the attention of the Tribunal during her closing argument.

21.4 The ITF's failure to highlight or even stress in its briefs the Player's acknowledged familiarity with the ITF's anti-doping testing procedures which occurred (according to Tab DB 9) as recently as 18 months earlier when the Player had successfully submitted to an anti-doping test and provided a urine sample during a tennis tournament held in Kazan, Russia, which he had participated in. This failure on the part of the ITF was considered strange by the Tribunal because that Kazan tournament would have been an event conducted according to the ITF's Rules and Regulations, at a time when and venue where the spoken language was Russian, thereby demonstrating that the Player was able to submit to a urine sample collection and was familiar with ITF's anti-doping test procedures.

22. When subsequently considering these lacunas and following the Player's unsuccessful challenge to the Tribunal's jurisdiction to determine this case, it occurred to the members of the Tribunal that the Player appeared to have come to accept the weakness that the absence of an updated urological report had created for his questionable success with the

original defence, for which the Player appeared to have decided to rely on a secondary or alternate defence. That secondary or alternate defence, it appeared, was to successfully render the original charge weak and even defective on the strength of him establishing that the ITF, in failing to comply with its own Rules and Regulations, had thereby rendered the evidence of the ITF's witnesses (the Chaperone and the DCO) unreliable and the Charge unsustainable.

23. The following events emerged during the Hearing, which established the basis on which findings were to be made by the Tribunal:

23.1 The offer, by the Player, of a blood sample to replace or even as an alternate to the urine test was a "red herring", inasmuch as there had been no corroboration of this offer of a blood sample in any part of the Player's original defence. To the contrary, even the Player's brother, who was a witness to the Player's interaction with the Chaperone and the DCO, whilst testifying during the Hearing, denied having any knowledge of it, despite it being contained in the brother's own signed corroborating affidavit in English (presumably translated from his native Bulgarian affidavit), appearing at Tab DB 5 of the Bundle. That then led to the Tribunal concluding, as a fact, that the subsequent first mention of the offer of a blood sample by the Player (in his letter to the ITF dated 15 November 2021, responding to the ITF's letter of Notification of Charge, dated 27 October 2021), was, at best, an afterthought, which the ITF itself had intentionally ignored by failing to respond to or make mention therein of the Player's offer to submit a blood sample. Furthermore, the ITF's silence on the Player's offer to submit a blood sample continued throughout the ITF's exchange of correspondence with the Player, in its Opening Brief and in the Player's Response;

23.2 The Tribunal found that the evidence of the DCO clearly established that her Mission Order required that the test in question had to be confined to the Player's urine and not his blood. Accordingly, the Tribunal concluded that the testing of the Player's blood was not an option available to either the DCO or the Player at this tournament. Therefore, regardless of whether or not there was an offer to submit a blood sample by the Player, it did not create a compelling reason to justify the Player's refusal to submit to a urine test on 13 September 2021;

23.3 The absence of an interpreter on 13 September 2021, about which the ITF's witnesses testified that no such request had been made, was found by the Tribunal not to be material because of the brother's linguistic interpreting skills (using a mixture of English, Bulgarian, and Russian).

23.3.1 The Tribunal was satisfied that on the available evidence, that neither the Player nor his brother were prejudiced by the absence of an interpreter as they both had a working understanding of what they were told, sufficient to have enabled them to comprehend what was required of the Player for him to knowingly sign the Athlete's form, with both of them being aware of the DCO's notification (in English) that the Player's failure to sign the form could result in him being sanctioned and involved in a court case.

23.3.2 The Tribunal further concluded that the attempts by Mr. Mudrik to discredit the Chaperone and the DCO had failed, despite the latter's blatant challenge to the DCO's credibility and integrity, accusing her of forgery when she persistently testified that both of her signatures on the copies of two separate documents he questioned her on were her own genuine signatures. She repeatedly explained that the apparent differences had been caused by her signing the one document using her pen and the other using her finger.

23.3.2.1 However, the Tribunal, accepted the DCO's repeated explanation for the apparent difference in her two signatures and rejected Mr. Mudrik's insistence that either one or both of those two signatures had been forged by the DCO or someone else.

23.4 Nowhere in the Bundle did there appear to exist a request to the ITF from the Player or his brother for an interpreter, nor does it appear that the Player, in his Response to the ITF's briefs or any correspondence addressed by the Player to the ITF that he had at any time, called for or requested an interpreter, to interpret into either Bulgarian or Russian whatever was required of him or his brother.

23.5 No evidence existed that the Player had made any attempt to consult with his urologist in Russia, subsequent to and in close proximity to 13 September 2021 when the anti-doping test notification was given to him, in order for him to obtain an updated report on his then medical condition and the extent to which it might have prevented him from providing a sample. An updated report would have been particularly useful in order to establish the necessary compelling facts to support the existence of the original defence raised by the Player on 13 September 2021. The following relevant facts emerged from the absence of such an updated report:

- 23.5.1 It might possibly have assisted the Player in countering the opinion expressed by the ITF's witness, the nephrologist Dr. Thomas, who testified that the Player should have been in too much agony to have been able to play in that Sozopol tournament;
- 23.5.2 Dr. Thomas, from his consideration of the copies of the Player's Russian medical reports before him (translated into English), could find no evidence of the condition which the Player had advanced for his refusal to submit to the urine test requested by the DCO;
- 23.5.3 When testifying Dr. Thomas made it clear that he had not examined the Player and had based his report solely on his examination of the copies of the limited Russian medical documents which had been produced by the Player;
- 23.5.4 Dr. Thomas also acknowledged the lacuna in the form of the absence of an updated urological report given in close proximity to the urine test on 13 September 2021;
- 23.5.5 The Tribunal, itself being mindful of this material lacuna, questions why the importance of the need for such a relevant examination and updated report in close proximity to the date of the requested urine test had not caused the Player and/or his legal advisors to procure and produce such a report in support of the original defence;

23.5.6 This lacuna is all the more pertinent because, amongst the medical documents produced by the Player, there existed a medical certificate which merely recorded what was in the Player's previous medical and urological check-up reports, none of which being contemporaneous with a necessary urological report on the Player's medical state in close proximity to 13 September 2021. That omission left unchallenged by Dr. Thomas's report, in which he concluded that the Player's *"upper urinary tract conditions (urinary stone disease and chronic pyelonephritis) are relatively minor, based on the available tract obstruction evidence, and do not affect his ability to pass urine. Chronic prostatitis is not usually a cause, of outflow tract obstruction (blockage at the level of the bladder or more distally in the urethra)."* This, *"despite the Player having produced medical evidence attesting to the presence of chronic urinary retention, was simply a bald statement and is unsatisfactory, as it gives no detail whatsoever, namely of:*

- *The underlying cause;*
- *The severity of the retention;*
- *Its treatment."*

23.6 Further, according to Dr. Thomas, *"if the Player had chronic urinary retention, he could carry a sterile urinary catheter with his equipment"*. However, the Player when testifying, acknowledged that he had left his catheter some 30 kilometres away, but neither he nor his brother (who interpreted for him), volunteered to go either to a nearby pharmacy to purchase a catheter and bring it back for use by the Player or for the Player himself (with the approval of the DCO) to fetch the catheter left 30 kilometres away and to return with it, to undergo the test.

24. Amongst the remaining challenges relied upon by the Player were the following, which were not upheld by the Tribunal, on the balance of probabilities:

24.1 There existed a language difficulty with him speaking Russian and neither speaking nor understanding English and/or Bulgarian. It was, however, evident from the Player's testimony at the Hearing and also from the text of the Supplementary Report (Tab DB 9), that the alleged paucity of his ability to understand or speak English was

false because it had not prevented him from sufficiently comprehending the meaning of words or text he had heard. During the Hearing, the Player repeated (in Russian, and was simultaneously translated into English) that “...when [he] heard the word *urine* [he] understood that [he] was to take a doping test” and when explaining his refusal to submit, his reasoning was “*due to medical reasons*”.

- 24.1.1 In addition, there is the athlete notification form at Tab DB 8, which required and displayed the Player’s signature. The Player’s signature confirms that he understands that he has been selected for doping control (which said material document he signed without there being any evidence of the existence of any contemporaneous query or objection from him). Furthermore, in responding to the DCO telling him that he didn’t have a disposable catheter with him, he said as follows; “*so I did not have a catheter with me, but I was ready to sit there and wait until it was provided to me*”. This is indicative of a person who sufficiently understood what was required of him for the purposes of submitting to the doping test.
- 24.2 The Player’s suggestion that he, in the presence of his brother, made requests to both the Chaperone and the DCO of an interpreter. The Tribunal also notes the absence in the athlete notification form at Tab DB 8 of such a request being made. This does not assist either the Player’s reliance on the original defence or the implied alternate defence.
- 24.3 The Player’s suggestion that he was forced to sign the athlete’s notification form after having been warned that he could face sanction and potential proceedings if he failed to do so.
- 24.4 The DCO did not properly inform the Player of his rights. This assertion is not credible, but in any event, him signing his signature to that form, read by him in English, acknowledges his awareness of his rights and what he was signing.
- 24.5 As appears from page 2 of Tab DB 9 (the Supplementary Report), the Player makes a written statement at the DCO’s request, explaining why he was refusing to provide

a urine sample: *“right now I cannot just go to the toilet to provide a sample for the doping test”*, and continuing *“the inspector has informed me of possible sanctions and a court case against me”*. This was proof of a clear and contemporaneous understanding by the Player of what he was required to do on 13 September 2021 and what the consequences were for him if he failed to comply. His refusal and failure to comply, in these circumstances, was both deliberate and intentional, albeit in recognition of the authority of the DCO.

- 24.6 The available testing DCO should have been male not female. However, according to the evidence of the Chaperone and the DCO, male DCOs were available to oversee the test had the Player not refused to submit to the test.
- 24.7 The IDTM representatives were not properly authorised. This was incorrect because the evidence established that not only was the Player shown the respective identity cards of the Chaperone and the DCO, reflecting their ITF authorisation, this also appeared on the wall of the Doping Control Station.
- 24.8 The Player’s challenges to the authority of the IDTM representatives (comprising the Chaperone and the DCO), the authenticity of their documentation, and their ensuing authorisation. There was no valid challenge to the appointment of the Chaperone or indeed the authority of the DCO found by the Tribunal.
- 24.9 The Mission Order did not allow for the test date of 13 September 2021. This was incorrect as the Mission Order had been corrected to this date in advance thereof.
- 24.10 The Tribunal was therefore satisfied that the Player understood, either directly or through his brother (both of whom spoke and understood a mixture of Bulgarian and Russian, together with English), sufficient to enable them to interpret whatever was required of the Player for him to sufficiently understand and then complete the necessary consent form presented to him and for him to knowingly submit to the required urine test.

24.11 In addition, the Tribunal has taken cognisance of the fact that as emerged from the Player's own evidence, he submitted to an anti-doping test at the Kazan tournament (in Russia), conducted in Russian, a language of which he is fluent, 18 months earlier.

24.12 There was therefore no misunderstanding on the part of the Player. He knew what he was being asked to do both by the Chaperone and the DCO.

25. The quoted authorities which support the need for there to be present a compelling justification as an acceptable reason for refusing to submit are:

25.1 In respect of there being no compelling justification for this refusal, the case of Azvedo and FINA (CAS 2005/A/925) interpreted compelling justification restrictively, and;

25.2 Brothers and FINA (CAS 2016/A/4631), the acknowledged leading case, sets out the following acceptable requirements in order to establish the existence of compelling justification, namely: *"if it remains physically, hygienically and morally possible for the sample to be provided, despite objections by the athlete, the refusal to the test cannot be deemed to have been compellingly justified"*, and;

25.3 In UKAD and Bird (SR/NADP/177/2018), *"the player's conduct in refusing was deliberate and it was informed in the sense that it was done in full knowledge that such refusal might be deemed an anti-doping rule violation for which he could be sanctioned"*;

26. The Tribunal found that the facts in the present case, as applied to the three cases cited above, had enabled it to establish that the Player is unable to satisfy the Tribunal that there exists any compelling justification for his deliberate and informed refusal and failure to have submitted to being tested in Sozopol on 13 September 2021;

26.1 The only other relevant authority relied upon, on behalf of the Player by Mr. Mudrik was the CAS case of B vs Fédération Equestre Internationale (FEI) (CAS 99/A/246) award of 24 April 2008 which, (unlike the three cases quoted above), did not concern the existence of a compelling justification for refusing to submit. This equestrian case

is of no assistance to the Tribunal because in dealing with Article 2.3 it held that “*it is not necessary that intent, fault, negligence or knowing use on the athlete’s part be demonstrated in order to establish an anti-doping violation*”. Conversely, in this present ITF case, the Player’s intention was and remained an essential element of the commission of this ADRV in which the Player’s intention has been established to the comfortable satisfaction of the Tribunal.

27. The Player’s representative failed to successfully deal with or address any of the ITF’s alleged shortcomings, of and concerning *inter alia*: the corrected Mission Order date for the test, and the ITF’s reliance upon TAPD Article 3.2.5 which provides that departures can only invalidate evidence of ADRVs in situations where a player is alleged to have committed an Adverse Analytical Finding, Adverse Passport Finding or Whereabouts Failure specified situation, none of which existed in relation to the original charge.

27.1 Accordingly, as none of any the ITF’s alleged failures fell into any of these three aforementioned categories, the Tribunal can find no basis for invalidating or even mitigating the Charge the Player was facing, making the finding of the Tribunal, that it accepts the ITF’s reliance on TAPD Article 3.2.5, which nullifies any of the remaining 137 (alleged non-compliance) points raised by the Player in his Response to the ITF’s Opening Brief.

28. It also emerged that no basis existed for the application of either the No Fault or the No Significant Fault of Negligence principles, as provided for in Articles 10.5 and 10.6, and in order for the Tribunal to consider a reduction in the duration of the applicable sanction to be imposed on the Player, whom the Tribunal has found to have intentionally and deliberately refused to submit to an anti-doping urine test for which he had been given proper notification by duly authorised ITF personnel and to which he failed to provide any compelling justification for his refusal.

29. Based on the evidence of the ITF’s three witnesses, the Player’s awareness of the ITF’s anti-doping test procedure and requirements, his understanding of what was required of him by the Chaperone and the DCO and the application and/or adoption by the ITF of the provisions of the TADP Article 3.2.5, no evidence has been adduced by or on behalf of the

Player to undermine, mitigate or even question the validity or the enforceability of the charge brought against the Player.

30. The Tribunal furthermore rejects as baseless the forged signature allegations which Mr. Mudrik levelled against the DCO who testified that both her signatures on documents questioned by Mr. Mudrik were her own intended signatures, one of which she had signed with her finger and the other with a pen.

31. The Tribunal also found that the evidence of the DCO and the Chaperone was effective to nullify the Player's attacks on their respective alleged absence of appointment and/or authority in the giving of notice to the Player for him to submit to a urine test. The Tribunal also found that their communication language skills had not caused any misunderstanding or confusion on the part of the Player concerning what he was being told to do by them, including the corrected date on the Mission Order or the Player's urine test on 13 September 2021. More importantly, the Tribunal recognises that this hearing quickly began to turn on credibility, which emerged when credible evidence was provided on the sustainability of the original Charge, which remained unchallenged by the Player and his representative during the hearing.

32. During the course of the Hearing it became apparent to the Tribunal that an attempt was being made by the Player's legal counsel, Mr. Mudrik, to extend the original defence on behalf of the Player by means of the introduction of an alternate implied defence through his cross-examination of the Chaperone and the DCO. In so doing, he appeared by implication, to be attempting to establish that the ITF, by failing to comply with some (137) of its own Anti-Doping Rules and Regulations, had thereby invalidated, if not rendered unsustainable, the original charge the Player faced. It became apparent to the Tribunal during cross-examination by Mr Mudrik of both the Chaperone and the DCO that the implied alternate defence was being advanced in his efforts to discredit their evidence. However, this strategy failed to find credence with the Tribunal. However, despite the Chaperone and the DCO being challenged, it failed to establish, on a balance of probability, such issues as:

32.1 The Player not knowing what was required of him;

32.2 The Player not understanding and not speaking English and becoming confused by the mixed English, Bulgarian, and Russian languages being spoken by his brother with the Chaperone and the DCO and vice versa.

33. The evidence given by both the Chaperone and the DCO satisfied the Tribunal that not only did the Player have a clear understanding of what was required of him and what was told to him by both of them. This satisfaction on the part of the Tribunal was fortified by the Player's free use of English in answering questions put to him during his cross-examination by Ms. Reilly.

34. The Kazan, Russia test would have been conducted in the Player's mother tongue Russian, unlike the mixed languages spoken in Sozopol on 13 September 2021.

35. The Tribunal therefore rejected the impression which Mr. Mudrik had been trying to create, namely that the Player found himself in a confused and bewildered state when asked to submit to a urine test by the DCO in Sozopol on 13 September 2021, such that the Charge should be dismissed.

E. DECISION OF THE TRIBUNAL

36. It is the unanimous decision of the members of the Tribunal that the Player is found to have deliberately and intentionally committed an Anti-doping Rule Violation pursuant to Article 2.3 ADR, by refusing and failing, on 13 September 2021, without providing compelling justification for such refusal and/or failure, to submit to an anti-doping urine test for which he was properly notified.

F. SANCTION

37. In accordance with Article 10.3, the Player is sanctioned to a four (4) year period of Ineligibility, effective from 14 January 2022 and terminating at 23:59 on the 13 January 2026.

37.1 The Tribunal decided to backdate the starting point of the sanction pursuant to Article 10.13.1 of the TADP due to delays in the proceedings which are not attributable to the Player.

38. In terms of Article 10.1, all awards, results (including points) and prize money, earned or received on or after 13 September 2021 until the date of this award by the Player are forthwith declared to be cancelled and forfeited by him.

39. Pursuant to Article 8.5.4 the Player is ordered to pay the costs of the Hearing of this matter.

G. RIGHT OF APPEAL

40. This decision may be appealed to the Court of Arbitration for Sport (“CAS”), located at Palais de Beaulieu Av. des Bergières 10, CH-1004 Lausanne, Switzerland (procedures@tas-cas.org), in accordance with Article 13 TADP and its relevant subsection.



Monty Hacker (Chair)
On behalf of the Tribunal
London
26 January 2023

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