

**DECISION of the FEI TRIBUNAL**

**dated 2 March 2021**

**in the matter of**

**Mr Abdul Rahman Ahmed AMEEN**

**(FEI Case number: FEI 2019/BS06-DENITHA)**

**FEI Tribunal Hearing Panel:**

**Mr Martin Gibbs one-member panel**

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**FEI Tribunal Reference:** C21-0006

**Horse/Passport:** DENITHA /104MR05/UAE

**Person Responsible/ID/NF:** Abdul Rahman Ahmed AMEEN /10064049/UAE

**Event/ID:** CSI5\*-W - Sharjah (UAE), 2019\_CI\_0165\_S\_S\_01

**Date of Event:** 30/01/2019 - 02/02/2019

**Prohibited Substance:** Strychnine

**Bar Code Nos.:** 5578086

## **I. Factual background**

- 1.** Mr Abdul Rahman Ahmed AMEEN (FEI ID 10064049) is the Person Responsible (hereinafter called "**the PR**"), is a rider for the UAE.
- 2.** The Fédération Equestre Internationale (hereinafter called "**the FEI**" together with the PR, "**the Parties**"), is the sole IOC recognised international federation for equestrian sport. The FEI is the governing body of the FEI equestrian disciplines (Dressage, Jumping, Eventing, Driving, Endurance, Vaulting, Reining, Para-Equestrian).
- 3.** The PR participated with the horse DENITHA (**the "Horse"**), at CSI5\*-W - Sharjah (UAE), 2019\_CI\_0165\_S\_S\_01 (**the "Event"**) between 30 January and 2 February 2019. The PR is a member of the UAE Equestrian Federation (the "**UAE NF**"), which is a member of the FEI and therefore is bound by FEI's Equine Anti-Doping and Controlled Medication Regulations (hereinafter called "**the EADCM Regulations**").
- 4.** At the Event on 1 February 2019, the Horse was selected for an in-competition doping control test. Blood and Urine samples were collected from the horse and sent to the FEI approved Laboratory, the Hong Kong Racing Laboratory ("**HKJC**"), in Sha Tin, Hong Kong, China, for analysis. The samples were divided into an "A sample" and "B sample".
- 5.** The urine analysis of the A Sample revealed the presence of Strychnine, an alkaloid and a toxic substance which causes muscular convulsion and is used as a rodenticide. Strychnine is classified as a **Banned Substance** according to the FEI Equine Prohibited Substances List (the "**FEI List**"). The estimated concentration of Strychnine in the sample was 0.6. ng/ml. The positive finding of Strychnine in the Horse's sample gives rise to an equine anti-doping rule ("**EAD Rule**") violation.

## **II. Initial Proceedings**

- 6.** On 4 March 2019, the FEI Legal Department officially notified the PR and the UAE NF of the presence of the Prohibited Substance in the A sample, the rule violation and the potential consequences (the "**Notification Letter**"). The Notification Letter informed the PR that he was provisionally suspended from all competition until further notice and granted him the opportunity to be heard at a Preliminary Hearing before the Tribunal. The PR was also informed of the provisional suspension of two months imposed on the Horse from 4 March 2019 until 3 May 2019.
- 7.** The PR was also informed in the Notification Letter of his right to request an analysis of the B sample and he requested this analysis. The B

sample confirmed the findings of the A sample, namely the presence of Strychnine, and such results were notified on 24 May 2019 to the PR.

### **III. Procedural background in front of the FEI Tribunal**

- 8.** By email dated 9 February 2021, the FEI submitted to the FEI Tribunal the Settlement Agreement signed by the PR on 5 February 2021 and the FEI on 10 February 2021.
- 9.** On 18 February 2021, the Parties were informed of the nominated Hearing Panel appointed to address this case and afforded the opportunity to submit objections to the constitution of the named panel by 23 February 2021.
- 10.** On 19 February 2021, the PR via his legal representative Mr Piotr Wawrzyniak (European Equine Lawyers), confirmed receipt of said communication and issued no objections to the composition of the Hearing Panel.
- 11.** On 19 February 2021, the FEI also informed the FEI Tribunal that they had no objections regarding the composition of the Hearing Panel.

### **IV. Considering**

#### **A. Articles of the Statutes/Regulations which are, *inter alia*, applicable:**

Statutes 24<sup>th</sup> edition, effective 19 November 2019 ("**Statutes**"), Arts. 1.5, 38 and 39.

General Regulations, 24<sup>th</sup> edition, 1 January 2020, Arts. 118, 143.1, 159, 164, 165 and 167 ("**GRs**").

Internal Regulations of the FEI Tribunal, 3<sup>rd</sup> Edition, 2 March 2018 ("**IRs**").

FEI Equine Anti-Doping and Controlled Medication Regulations ("**EADCMRs**"), 2<sup>nd</sup> edition, changes effective 1 January 2019.

FEI Equine Anti-Doping Rules ("**EAD Rules**"), 2<sup>nd</sup> edition, changes effective 1 January 2019.

Veterinary Regulations ("**VRs**"), 14<sup>th</sup> edition 2018, effective 1 January 2020, Art. 1055 and seq.

FEI Code of Conduct for the Welfare of the Horse.

**B. Person Responsible:** Mr Abdul Rahman Ahmed AMEEN.

**C. Justification for sanction:**

**GRs Art. 143.1:** "Medication Control and Anti-Doping provisions are stated in the Anti-Doping Rules for Human Athletes (ADRHA), in conjunction with The World Anti-Doping Code, and in the Equine Anti-Doping and Controlled Medication Regulations (EADCM Regulations)."

**GRs Art. 118.3:** "The Person Responsible shall be the Athlete who rides, vaults or drives the Horse during an Event, but the Owner and other Support Personnel including but not limited to grooms and veterinarians may be regarded as additional Persons Responsible if they are present at the Event or have made a relevant Decision about the Horse. In vaulting, the lunger shall be an additional Person Responsible."

**EAD Rules Art. 2.1.1:** "It is each *Person Responsible's* personal duty to ensure that no *Banned Substance* is present in the *Horse's* body. *Persons Responsible* are responsible for any *Banned Substance* found to be present in their *Horse's Samples*, even though their *Support Personnel* will be considered additionally responsible under Articles 2.2 – 2.8 below where the circumstances so warrant. It is not necessary that intent, fault, negligence or knowing *Use* be demonstrated in order to establish an *EAD Rule* violation under Article 2.1."

**EAD Rules Art. 7.6.1:** "[...] At any time during the results management process the *Person Responsible* and/or member of the *Support Personnel* and/or *Owner* against whom an *EAD Rule* violation is asserted may admit that violation at any time, waive a hearing and may agree with the FEI on the Consequences that are mandated by these *EAD Rules* or (where some discretion as to Consequences exists under these *EAD Rules*) that have been offered by the FEI. The agreement shall be submitted to the FEI Tribunal for approval and, where approved by the *FEI Tribunal*, the final agreement shall state the full reasons for any period of *Ineligibility* agreed, including (if applicable), a justification for why the flexibility in *Sanction* was applied. Such agreement shall be considered as a decision for the case and will be reported to the parties with a right to appeal under Article 12.2.2 and published as provided in Article 13.3."

**V. The Parties' Submissions**

**A. The Submissions of the PR:**

12. On the behalf of the PR, his legal counsel Mr Piotr Wawrzyniak (European Equine Lawyers), submitted a statement to the FEI including various

exhibits on the 18 March 2020. The main points noted from the submissions contained therein were as follows:

- The PR denied having anything to do with the presence of Strychnine in the Horse's system. He has neither used Strychnine in any form during his life, nor has he used any products containing Strychnine;
- The PR stated he had absolutely no idea as to how Strychnine came to be present in the Horse's system;
- The PR requested an unlimited period of time in order to prepare his submission and to find a possible source of the cross-contamination of the Horse with Strychnine, since he was convinced that the Horse was contaminated purely accidentally;
- The PR further submitted that Strychnine would serve no added value (enhancement) to the performance of the Horse since it is a jumping horse. The history of doping shows that Strychnine was used especially in cases of endurance sports as it lowers the threshold for muscle contraction.

**13.** The submissions outlined the various scientific and veterinary investigations the PR carried out in order to find the source of the Adverse Analytical Finding ("AAF"). At the request of the PR, a scientific team was assembled by his legal counsel to investigate potential cross-contamination at the competition venue, the Sharjah Equestrian & Racing Club. The following points were highlighted from the investigation:

- Strychnine is not available in pharmacies in Dubai, Abu Dhabi or Sharjah;
- Strychnine is still used as a rodenticide in various countries, however the rat poison used by the Sharjah Equestrian & Racing Club did not contain Strychnine;
- That no proof of any human cross-contamination with human urine containing traces of Strychnine was found, though it was noted that it can be used by humans in herbal and homeopathic medicines;
- Another possible source of cross-contamination raised was from leaves from the tree 'Strychnos nuxvomica'. The investigations at the venue however concluded that these trees which are indigenous to the Indian sub-continent do not grow at the location in Sharjah;
- In conclusion despite the various scientific investigations and expert opinions provided in the PR's quest to find a source of cross-

contamination he was not able to establish the source of the Strychnine in DENITHA.

**B. The Response of the FEI highlighted the following:**

- 14.** That the PR has failed to establish, on a balance of probabilities, how Strychnine entered the Horse's system. Nonetheless the FEI emphasised that the PR was fully cooperative and transparent throughout the procedure;
- 15.** That since the PR had failed to establish the source of the AAF, no reduction of the standard sanction can be applied for a Banned Substance case based on Art 10.4 to Art 10.6 of the EAD Regulations. In this regard the FEI requested that a standard sanction therefore applies in this case, of two (2) years Ineligibility Period to be imposed on the PR, together with the fine of seven thousand five hundred Swiss Francs 7,500 CHF and that they will waive their legal costs in the case.

**VI. The Decision**

**16. Agreement between the Parties:**

\*\*\*Quote\*\*\*

**NOW, THEREFORE, THE PARTIES HAVE AGREED (SUBJECT ONLY TO THE APPROVAL OF THE FEI TRIBUNAL) TO THE FOLLOWING TERMS FOR DISPOSAL OF THE ANTI-DOPING PROCEEDINGS:**

*"In the matter of the Adverse Analytical Finding related to the samples, which were collected from the PR's horse DENITHA at in the CSI5\*-W – Sharjah, in the UAE, between 30 January and 2 February 2019, the PR and the FEI agree in accordance with 7.6.1 EAD Rules on the following:*

- (a) *The PR admits the violations of Article 2.1 of the EAD Rules (The presence of a Banned Substance and/or its Metabolites or Markers in a Horse's Sample);*
- (b) *The PR did not establish on a balance of probabilities how Strychnine entered the Horse's system;*
- (c) *The standard sanction for a Banned Substance case therefore applies and a two (2) years ineligibility Period shall be imposed on the PR, commencing on the date of the provisional suspension i.e., 4 March 2019;*
- (d) *The provisional suspension already served by the PR shall be credited in the final ineligibility period;*

- (e) *In accordance with Articles 9.1 and 10.1.2 of the EAD Rules the results achieved by the PR and the Horse at the Events are disqualified, with all resulting consequences, including forfeiture of any related medals, points and prizes;*
- (f) *A fine of 7'500 CHF shall be imposed;*
- (g) *Each party will bear its own legal and other costs incurred in connection with these proceedings;*
- (h) *The PR will bear the cost of the B sample;*
- (i) *No other Sanctions will apply in this case;*
- (j) *This violation of the EAD Rules shall be considered a prior violation for the purpose of Multiple Violations in accordance with Article 10.8 of the EAD Rules.*

*This agreement is made in accordance with Article 7.6.1 of the EAD Rules and is subject to the approval of the FEI Tribunal. The Agreement will be included in a Final Decision of the FEI Tribunal. Consequently, it will be communicated to the Parties with a right of appeal in accordance with Article 12.2 of the EAD Rules.*

*The parties acknowledge and agree that, pursuant to Article 13.3 of the EAD Rules, the Decision will be made public by the FEI. The terms set out in this agreement have been agreed as a full and final settlement of all claims relating to the subject-matter of these proceedings”.*

\*\*\* End Quote\*\*\*

## **VII. Jurisdiction**

### **17.**

- (a) The FEI Tribunal has jurisdiction over this matter pursuant to Article 38 of the Statutes, Article 159 of the GRs, the EADCMRs, as well as Article 18 of the IRs.
- (b) The PR is a member of the UAE Equestrian Federation, and as such is subject to the EAD rules.
- (c) Article 7.6.1 of the EADCMRs provides for agreements to be reached between parties.
- (d) As a result, the Tribunal has the requisite jurisdiction to approve and issue this Decision.

## **VIII. Approval of Agreement**

- 18.** Having reviewed the Case Summary, the Full Reasoning for the Agreement and the terms of the Agreement, the Tribunal takes note that the Parties agree the PR has been unable to establish on a balance of probability – how *Strychnine* was in the Horse's sample.
- 19.** The Tribunal acknowledges that the PR and the FEI have agreed on terms for the closure of proceedings in accordance with 7.6.1 EAD Rules as detailed at section 16 above of this Decision. No reduction of the standard sanction for a Banned Substance case based on Article 10.4 to 10.6 of the EAD Rules has been sought and a standard sanction has been applied of a two (2) year period of ineligibility imposed on the PR, together with a fine of **seven thousand five hundred Swiss Francs 7,500 CHF**. The Tribunal also notes that the FEI is bearing its own legal costs.
- 20.** The Tribunal wishes to highlight that the present agreement does not constitute jurisprudence, and as such when reviewing it did not consider previous case law. The Tribunal emphasises that the decision in this case depends on the particular circumstances disclosed as set out above.
- 21.** To conclude, the Tribunal finds that the Agreement between the Parties could be considered as within the consequences that are mandated by the EAD Rules.
- 22.** Therefore, and in accordance with the mutual consent of the Parties, the Tribunal hereby directs the Parties to fully comply with all the terms of the Agreement, and to revise the results, including team results if applicable, of the Event accordingly. Further, this Decision shall terminate the present case 2019/BS06 DENITHA.

## **IX. Decision**

- 23.** The Tribunal rules that the Agreement reached between the FEI and the PR, Mr Abdul Rahman Ahmed AMEEN concerning the case 2019/BS06 DENITHA is hereby ratified by the Tribunal with the consent of the Parties, and its terms set out in Article VI above are incorporated into this Decision.
- 24.** This Decision is subject to appeal in accordance with Article 12.2 of the EAD Rules. An appeal against this Decision may be brought by lodging an appeal with the Court of Arbitration for Sport (CAS) within twenty-one (21) days of receipt hereof.
- 25.** This Decision shall be notified to the PR, to the President of the NF of the PR, and to the FEI.
- 26.** This Decision shall be published in accordance with Article 13.3 of the EAD



Rules.

**X. DECISION TO BE FORWARDED TO:**

**a. The Parties: Yes**

**b. The President of the NF of the person sanctioned: Yes**

**c. The President of the Organising Committee of the Event through his NF: No**

**d. Any other: No**

**FOR THE FEI TRIBUNAL**

A handwritten signature in black ink, appearing to read "Martin Gibbs", is centered on the page. The signature is written in a cursive, flowing style.

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**Mr. Martin Gibbs, One-Member Panel**