

DECISION of the FEI TRIBUNAL

dated 2 July 2021

in the matter of

Mr Grigoris Voglis

(FEI Case number: FEI 2019/FT42 – QUELLY BRIQUEDALLE)

FEI Tribunal Hearing Panel:

Ms Valérie Horyna (SUI), one-member panel

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FEI Tribunal Reference: C20-0061 [2019/FT42]

Person Responsible/ID/NF: Grigoris VOGLIS/10040431/GRE

Horse/Passport: QUELLY BRIQUEDALLE/GRE40201/GRE

Event/ID: CSIO5\*-W-NC EUD2 - Athens, Markopoulo Olympic Equestrian Center (GRE),  
2019\_CI\_1630\_S\_S\_01

Date of Event: 25-28.07.2019

Prohibited Substance: 4-Methylaminoantipyrine

Bar Code Nos.: 5581676

## I. Factual background

1. Mr Grigoris Voglis (FEI ID 10040431), the Person Responsible (“**the PR**”) and jumping rider for Greece, competed with the Horse QUELLY BRIQUEDALLE (“**the Horse**”) at the CSIO5\*-W-NC EUD2 in Athens, Greece between 25-28 July 2019 (“**the Event**”).
2. The Fédération Equestre Internationale (“**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. At the occasion of the Event, the Horse was tested, and returned a positive result for 4-Methylaminoantipyrine, which is a Prohibited Substance under the FEI’s Equine Prohibited Substances List effective 1 January 2019. Specifically, 4-Methylaminoantipyrine, which is a metabolite of Dipyrone (Metamizole) is classified as a Controlled Medication Substance, and is a Non-Steroidal Anti-Inflammatory Drug used as painkiller and fever reducer.
4. The positive finding of 4-Methylaminoantipyrine (metabolite of Dipyrone, which is a Controlled Medication Substance) in the Horse’s sample gave rise to a Controlled Medication Rule Violation under the FEI Equine Anti-Doping and Controlled Medication Regulations (“**EADCMRs**”).
5. By way of a notification letter dated 21 October 2019, the FEI informed the PR of a possible violation of Article 2.1 (*The Presence of a Controlled Medication Substance and/or its Metabolites or Markers in a Horse’s Sample*) of the FEI Equine Controlled Medication Rules (“**the ECM Rules**”).

## II. Initial Proceedings

6. On 21 October 2019, the FEI Legal Department officially notified the PR, the Hellenic Equestrian Federation (“**GRE-NF**”), of a violation of Article 2.1 (The Presence of a Controlled Medication Substance and/or its Metabolites or Markers in a Horse’s Sample) of the ECM Rules, based on the Laboratory’s Adverse Analytical Finding of 4-Methylaminoantipyrine in the Horse’s Sample collected at the Event and the potential consequences (the “**Notification Letter**”).
7. The PR did not accept the administrative sanctions, offered to him under the Administrative Procedure, which was opened since the prerequisites of Article 8.3 of the ECM Rules seemed to be fulfilled in his case.

8. The PR requested for the B sample analysis, which confirmed the presence of the Prohibited Substance, i.e. 4-Methylaminoantipyrine.
9. Upon request from the Tribunal, the PR submitted his position on 19 January 2021, which will be addressed *infra*, under Section V.

### III. Further Proceedings

10. By email dated 2 December 2020, the FEI submitted its request to the Tribunal for the appointment of a hearing panel for the adjudication of the case. Despite several deadline extensions, the PR had not provided any explanation as to the Rule Violation up until the FEI decided to file its 2 December 2020 request.
11. On 3 December 2020, the PR requested an “extension of the granted deadline”, until 16 December 2020, due to the extension of the Covid-19 measures until 14 December 2020.
12. On 11 December 2020, the Tribunal informed the Parties of the appointment of a one-person hearing panel to adjudicate and approve this case. The Parties were asked to provide any objections to the constitution of the hearing panel by 14 December 2020. Furthermore, the PR was granted a deadline until 31 December 2020 to submit his position.
13. On 14 December 2020, the FEI informed the Tribunal that it did not have any objections to the constitution of the hearing panel.
14. On 30 December 2020, the PR requested an additional extension of the deadline to submit his position until 11 January 2021, due to force majeure caused by the Coronavirus Pandemic.
15. On 6 January 2021, the Tribunal granted the requested deadline extension, given the current exceptional circumstances.
16. The Hellenic Equestrian Federation also forwarded the 6 January 2021 Tribunal correspondence to the PR on 7 January 2021.
17. On 7 January 2021, the PR’s legal representative acknowledged receipt of the Hellenic Equestrian Federation’s email, further indicating that he had already received such correspondence directly from the Tribunal.

18. The PR requested, on 15 January 2021, another extension of the deadline to remit his position, always invoking similar arguments, i.e. the Covid-19 situation in Greece, and the fact that it prevents him from gathering certain evidence.
19. On 18 January 2021, the FEI responded to the PR, summarising the proceedings, and informing the Tribunal that the PR had already requested deadline extensions on eight separate occasions, including during the proceedings in front of the FEI. Thus, the FEI objected to the additional deadline extension request from the PR.
20. On 18 January 2021 as well, the Tribunal informed the Parties that the PR was to submit his position immediately, i.e. by the next day, 19 January 2021 at the latest. Should the PR fail to comply with the specified timelines, the Tribunal would determine the case using the file in its possession.
21. On 19 January 2021, the PR submitted his position, further indicating that he would supplement it with further documentation in the coming days, but not later than the 29 January 2021, and that he would gladly participate at a hearing, should it be deemed necessary. The PR's position will be referred to in more details *infra*, under Section V.A.
22. On 1 February 2021, the Tribunal acknowledged receipt of the PR's submission, and noted that, even within the deadline which the PR had unilaterally extended to himself, no further documents were submitted by the PR. In this respect, the Tribunal noted that no other documents would be allowed or accepted in the context of the proceedings. The Parties were further requested to indicate clearly whether they requested a hearing or not.
23. On 2 February 2021, the FEI indicated not opposing a hearing to take place but requested sufficient time to answer in writing to the PR's submission, which was the very first one to be submitted by the PR in the context of the FEI proceedings.
24. On 3 February 2021, the PR confirmed his request for a hearing, to take place on 11 February 2021, to give him sufficient time to prepare for said hearing. The PR further requested to be able to submit additional documents during the hearing, as he was prevented to collect them beforehand.
25. On 5 February 2021, the PR clarified that what was meant in his 3 February 2021 email was that he requested an extension of the deadline, until 11 February 2021, to indicate whether he wishes for a hearing to take place and to submit additional documents.

26. on 8 February 2021, the Tribunal acknowledged receipt of the above-mentioned correspondences and indicated that no further documents would be allowed in the context of those proceedings, as already stated to the Parties. The Tribunal confirmed, on the other hand, that a hearing would take place, considering the positions of the Parties.
27. On 11 February 2021, the FEI indicated that its Pharmacology Expert confirmed that the explanation submitted by the PR in the present case was scientifically possible. As such, the parties requested for a stay of the proceedings for a duration of 3 weeks, in order to consider a potential Settlement Agreement. Should an agreement not be reached within the suggested deadline, the Tribunal could then resume the proceedings, and schedule a hearing.
28. The PR confirmed the FEI's request and indications by email on the same day.
29. On 11 February 2021, the Tribunal informed the Parties that the proceedings were stayed until 4 March 2021.
30. On 4 March 2021, the FEI informed the Tribunal that no agreement could be reached between the Parties, and therefore requested the Tribunal to resume the proceedings and schedule a hearing.
31. Still on 4 March 2021, the PR requested a deadline extension to the FEI until 18 March 2021 to "gather the required evidence". The PR seemed to request, from the Tribunal, an extension of the stay for two weeks.
32. On 10 March 2021, the Tribunal took note of the Parties' absence of agreement and decided to resume the proceedings and schedule a hearing.
33. On 11 March 2021, the FEI confirmed its attendance and indicated who would be appearing on its behalf.
34. On 12 March 2021, the PR confirmed its attendance and indicated who would be appearing on his behalf.
35. On 15 March 2021, the Tribunal suggested three different dates for the hearing, and asked the Parties to confirm their availability.
36. On 15 March 2021, the FEI indicated its availability, which was later confirmed by the PR as well on 19 March 2021.

37. On 24 March 2021, the Tribunal informed the Parties of the date of the hearing and provided them with the technical details in relation to the hearing to take place via videoconference.
38. On 31 March 2021, the FEI submitted a Settlement Agreement signed between the Parties, following new additional evidence that was submitted by the PR to the FEI in the meanwhile. The FEI apologised for the inconvenience created due to this late submission and indicated considering that a hearing would therefore no longer be needed.
39. On 6 April 2021, the Tribunal acknowledged receipt of the Settlement Agreement signed by the Parties and cancelled the hearing which was scheduled. The Parties were further informed that the Panel would review the case, and a decision, based on the file, would be notified to the Parties in due course.

#### 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’s Equine Anti-Doping and Controlled Medication Rules, Based upon the 2015 WADA Code, changes effective 1 January 2019 (“EADCM Rules”).

The World Anti-Doping Code - International Standard – Prohibited List – January 2019 (“WADA Prohibited List”).

##### B. Person Responsible: Mr Grigoris Voglis.

##### 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."

**ECM Rules Art. 2.1.1:** "It is each *Person Responsible's* personal duty to ensure that no *Controlled Medication Substance* is present in the *Horse's* body during an Event without a valid Veterinary Form. *Persons Responsible* are responsible for any *Controlled Medication Substance* found to be present in their *Horse's Samples*, even though their *Support Personnel* may be considered additionally responsible under this Article and Articles 2.2 - 2.5 ECM Rules where the circumstances so warrant. It is not necessary that intent, Fault, negligence or knowing Use be demonstrated in order to establish a *Rule* violation under Article 2.1."

**ECM Rules Art. 7.6.1:** "In cases where the Administrative Procedure, as set out in Article 8.3 below, is not available, at any time during the results management process the *Person Responsible* and/or member of the *Support Personnel* and/or *Owner* against whom an anti-doping 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 ECM Rules or (where some discretion as to Consequences exists under these ECM 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 Submission of the PR:

40. The PR submitted his position in the context of the present proceedings, on 19 January 2021.
41. The PR has been involved since his early youth in equestrian sport and is as such a long-time show jumping athlete. In this context, he is a Greek international level athlete, and a Greek Champion, who graduated from several equestrian-related

courses. He is well-acquainted, and extremely careful to comply with the equestrian regulations (including anti-doping rules), due to his extensive experience in horse matters.

42. The PR's stable management and professional environment are of the highest standards – the PR making sure that his stables and the surrounding land do not contain any plants that could lead to contamination of the horses – and his main focus is on the horses' welfare. In this respect, if one of his horses would get sick or not be fit enough to compete at an event, he would immediately withdraw. The PR strongly condemns the abuse and use of drugs and medicaments of any kind.
43. The PR won the Greek Championship a few years ago with the Horse. He has a total love and devotion for the Horse, with whom he only participates in selected, and mainly international events, in order to protect it from any potential injury.
44. The Prohibited Substance subject to the present proceedings has never been used in the PR's stables. The PR takes very good care when choosing reputable suppliers, as well as high quality feed, for all his horses. He works only with well-reputed veterinarians and choose also very carefully all members of his Support Personnel. As a general rule, no supplements are provided to his horses, unless the veterinarian considers it unavoidable. The PR's horses are all in good health, and are treated by veterinarians, the PR never administering any medication to his horses by himself. Whilst at events, the PR is very careful and only the designated personnel can be in contact with his horses. The PR also makes sure that the stable is always cleaned before the horse stays there.
45. When notified of the anti-doping rule violation, the PR was totally shocked, and could not believe the results of the analysis of the A sample. As he takes care of his horses almost alone, he knows exactly what is administered to his horses. After almost 40 years of international events participation, he never had any similar incident. He was therefore certain that the laboratory which performed the analysis of the A sample made a mistake and requested for the B sample to be analysed from a different laboratory (which however confirmed the findings of the A sample analysis).
46. Prior to and during the Event, the Horse was in excellent conditions, and did not need any anti-inflammatory or similar medications.
47. The PR was initially not able to explain how and when the Prohibited Substance entered the Horse's body. Neither the PR, nor the veterinarian had administered to the Horse a medication which could have contained the Prohibited Substance.



48. The PR therefore conducted a thorough investigation, from which he learned that his Groom was taking "Analgin", to treat severe headaches and fever. Analgin would be a medication consisting of 4-Methylaminoantipyrine.
49. The Groom had been prescribed Analgin during a prior event in June 2019 in Bulgaria, where he suffered already from headache and fever. In July 2019, at the occasion of the Event, the Groom again suffered of the same symptoms, and took this medication, which he had brought back from Bulgaria.
50. During the Event, the Groom urinated several times in the Horse's box, as (i) the temperatures were very high (reaching 40° C), (ii) he thus had to drink a lot of fluids to stay hydrated, (iii) the toilets inside the specific stable block where the Horse's box was located were out of function, (iv) he could not leave the Horse alone, and (v) he did not think that, by urinating in the Horse's box, he would do any harm to the Horse.
51. The Groom had received explicit directions not to urinate in the Horse's box from the PR – despite this being, according to him, very common for most male grooms, riders and trainers. This also explains why the Groom did not inform the PR of his actions, as he was also afraid to be reprimanded by the PR.
52. The PR had therefore no possibility to know about the Prohibited Substance being ingested by the Horse; should he have known, he would have withdrawn from participating at the Event.
53. In support of his case, the PR provided an Expert Opinion by the Prof. Andreas Papapetropoulos, who is a Professor of Pharmacology, and which confirmed the plausibility of the explanations brought forward by the PR.
54. The welfare of his horses is a priority for the PR, who wishes to keep the equestrian sport as part of his life.
55. In view of the above, the PR is of the opinion that he provided a plausible explanation as to how the Prohibited Substance entered the Horse's system, so that the period of Ineligibility otherwise imposed should be completely eliminated, as he bore No Fault or Negligence for the rule violation, in application of Art. 10.4 of the ECM Rules.

#### B. The Submission of the FEI:

56. The FEI submitted its response – which was actually submitted ahead of the PR’s position, and ahead of the Settlement Agreement reached between the Parties – on 2 December 2020.
57. Later on, on 31 March 2021, the FEI provided the Tribunal with the Settlement Agreement reached between the Parties, which contains the FEI’s latest position, which is the one which will be summarized below.
58. Following the PR’s submission of Prof. Papapetropoulos’ Expert Opinion, the FEI consulted with its expert, Dr Suart Paine, who is an Associate Professor of Veterinary Pharmacology. The FEI’s Expert confirmed that the submitted explanation from the PR was scientifically possible, with the sole reserve that there remain some assumptions, since there is no urine pharmacokinetic data for the administration of 4-Methylaminoantipyrine to a horse.
59. Therefore, the FEI considers that the explanation provided by the PR is scientifically plausible. The PR has thus established, on a balance of probabilities, how 4-Methylaminoantipyrine entered the Horse’s system, i.e. by ingesting bedding which was contaminated with the Groom’s urine, the latter being under Analgin medication treatment.
60. The FEI encountered previous Anti-Doping rule violations resulting from the horse’s bedding being contaminated via human urination, following human medication treatments. In those similar cases, the finding was that the PR bore No Fault or Negligence for the Rule Violation.
61. Furthermore, in the present matter, the FEI noted that the PR could not know, or could not have reasonably known, that his Groom would urinate in the stable of the Horse, even more so as he had given specific instructions in this respect not to do so. The Groom himself was convinced that he was not doing anything wrong and actually thought of doing the right thing in not leaving the Horse unsupervised.
62. Based on the elements and evidence produced, the FEI is satisfied that the PR has established that he bears No Fault or Negligence for the rule violation in accordance with Art. 10.4 of the ECM Rules, and the otherwise applicable period of Ineligibility shall be eliminated.
63. While there should be no period of Ineligibility imposed, the results achieved by the PR and the Horse at the Event must however be disqualified, pursuant to Articles 9.1 and 10.1.2 of the ECM Rules, with all resulting consequences, including forfeiture of any related medals, points and prizes.

64. Furthermore, and in application of Article 11.1.2 of the ECM Rules, the results of the PR and the Horse shall be subtracted from the team results. *In casu*, by removing the PR's results from the team results, the Greek team must be eliminated from the ranking of the Event, since the number of Athletes counting for the team amounts consequently to less than the required number (i.e. minimum 3, in accordance with Art. 264.4 of the 2019 Jumping Rules).

## VI. The Decision

65. Agreement between the Parties:

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

3. NOW, THEREFORE, THE PARTIES HAVE AGREED (SUBJECT ONLY TO THE APPROVAL OF THE FEI TRIBUNAL) TO THE FOLLOWING TERMS FOR THE CLOSURE OF THE PROCEEDINGS:

- 3.1 In the matter of the Adverse Analytical Finding related to the samples, which were collected from the PR's horse QUELLY BRIQUEDALLE (the "Horse") at the CSIO5\* - W-NC EUD2 – Athens, Markopoulo Olympic Equestrian Center, from 25-28 July 2019 (the "Event"), the PR the FEI agree in accordance with 7.6.1 ECM Rules on the following:

- (a) The PR admits the violation of Article 2.1 of the ECM Rules (*The presence of a Controlled Medication Substance and/or its Metabolites or Markers in a Horse's Sample*);
- (b) The PR established on a balance of probabilities how 4-Methylaminoantipyrine entered the Horse's system; and
- (c) The PR bears no fault or negligence for the Rule Violation and therefore the PR shall not serve any period of ineligibility and the otherwise applicable period of Ineligibility (i.e. six months) shall be eliminated; and
- (d) In accordance with Article 10.8.3 of the ECM Rules, this violation of the ECM Rules shall not be considered a prior violation for the purpose of Article 10.8 (Multiple Violations) of the ECM Rules;
- (e) In accordance with Articles 9.1 and 10.1.2 of the ECM Rules the results

achieved by the PR and the Horse at the Event are disqualified, with all resulting consequences, including forfeiture of any related medals, points and prizes;

- (f) Consequences to teams: In accordance with Article 11.1.2 of the ECM Rules and due to application of Article 9.1 and 10.1.2, the Greek Team shall be eliminated from the ranking at the Event;
- (g) The PR shall not incur any fines;
- (h) No other Sanctions (other than the Disqualification of the PR's results and elimination of the Greek Team from the Ranking of the Event in accordance with Articles 9, 10.1.2 and 11 of the ECM Rules) will apply in this case;
- (i) Each party will bear its own legal and other costs incurred in connection with these proceedings;

3.2 This agreement is made in accordance with Article 7.6.1 of the ECM 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 ECM Rules.

3.3 The parties acknowledge and agree that, pursuant to Article 13.3 of the ECM 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

66. The FEI Tribunal has jurisdiction over this matter pursuant to Article 38 of the Statutes, Article 159 of the GRs, the ECM Rules, as well as Article 18 of the IRs. The PR is a member of the Hellenic Equestrian Federation, and as such is bound by the ECM Rules. Article 7.6.1 of the ECM Rules provides for agreements to be reached between parties, subject to approval by the FEI Tribunal. As a result, the Tribunal has the requisite jurisdiction to approve and issue this Decision.

## VIII. Approval of Agreement

67. Having reviewed the Case Summary, the Full Reasoning for the Agreement and the terms of the Agreement, the Tribunal takes note that the FEI accepts – on a balance of probabilities – that the PR bears No Fault or Negligence for his first anti-doping rule violation. The Tribunal duly considered the detailed explanations provided by the PR, as well as the supportive evidence – including a sworn written affidavit from the Groom, as well as a copy of the Groom's medication prescription – and expert opinions, which all came in support of his explanations.
68. Furthermore, the Tribunal also takes note that the FEI is satisfied that the PR shall not incur any Ineligibility period, and that as such this is proportionate for this anti-doping rule violation.
69. The Tribunal wishes to emphasise that it did not evaluate whether the PR has met the burden of proof regarding the level of (no) Fault or Negligence for this anti-doping rule violation. Furthermore, the Tribunal highlights 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.
70. To conclude, the Tribunal finds that the Agreement between the Parties could be considered as within the consequences that are mandated by the EADCM Rules.
71. 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 Grigoris Voglis C20-0061 (2019/FT42 QUELLY BRIQUEDALLE).

## IX. Decision

1. The Tribunal rules that the Agreement reached between the FEI and the PR, Mr Grigoris Voglis concerning the case C20-0061 Grigoris Voglis [2019/FT42 QUELLY BRIQUEDALLE] is hereby ratified by the Tribunal with the consent of the Parties, and its terms set out in Paragraph VI above are incorporated into this Decision.
2. This Decision is subject to appeal in accordance with Article 12.2 of the EADCM 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.
3. This Decision shall be notified to the PR, to the NF of the PR, and to the FEI.
4. This Decision shall be published in accordance with Article 13.3 of the EADCM Rules.

FOR THE TRIBUNAL



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Ms Valérie Horyna, One-Member Panel