

DECISION RENDERED BY THE FEI TRIBUNAL  
14 May 2024

In the matter of

FÉDÉRATION EQUESTRE INTERNATIONALE (the "FEI")

vs.

Mr. Jaafar Merza Abdulnabi HASSAN – Person Responsible (the "APR")

together the "Parties"

Reference No. FEI Tribunal: C24-0011

COMPOSITION OF THE FEI TRIBUNAL PANEL

Mr. Agustin Fattal Jaef (ARG), Sole Panel Member

FEI Case number: 2023/FT55

Horse/ID/NF: FOLIE LA MAJORIE/107SO78/BRN

Person Responsible/ID/NF: Mohamed Khaled ALROWAIEI/10160940/BRN

Trainer/ID/NF: Jaafar Merza Abdulnabi HASSAN/10018104/BRN

Event/Date: CEI2\*120 - Monpazier (FRA), 25-27.08.23

Event ID: 2023\_CI\_0781\_E\_S\_02

Date of sample collection: 27.08.2023

Prohibited Substance(s): Dexamethasone

Bar Code Nos.: 5626070

## I. Introduction

1. This Decision pertains to the FEI case 2023/FT55 FOLIE LA MAJORIE (the “Horse”). In respect of this case, the FEI notified the APR that a violation of Article 2.1 (Presence of a Controlled Medication Substance and/or its Metabolites or Markers in a Horse’s Sample) and Article 2.2 (the Use of a Controlled Medication Substance and/or Controlled Medication Method) of the applicable Equine Controlled Medication Rules (the “ECMRs”) had occurred based on the FEI approved laboratory - LGC Newmarket Road, Fordham, Cambridgeshire (the “Laboratory”) adverse analytical finding (the “AAF”) of Dexamethasone in the Horse’s Sample collected at the in the CEI2\*120 - Monpazier (FRA) held on 27 August 2023 (the “Event”).
2. A Settlement Agreement between the FEI and the APR in respect of this case was agreed to by the Parties on 29 March 2024 (the “Settlement Agreement”). The Settlement Agreement and the Exhibits thereto are hereby incorporated herein by reference.

## II. Applicable Rule Provisions

3. The following regulations are applicable to the present case:

Statutes 24<sup>th</sup> edition, effective 17 November 2021 (the “Statutes”).

General Regulations, 24<sup>th</sup> edition, 1 January 2020, updates effective 1 January 2022. (the “GRs”).

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

FEI Equine Anti-Doping and Controlled Medication Regulations, 3<sup>rd</sup> edition, effective 1 January 2023 (the “EADCMRs”). As only the ECMRs apply in the present case, reference will be made hereinafter only to the second chapter of the EADCMRs.

## III. Factual background and initial proceedings

4. Mr. Jaafar Merza Abdulnabi HASSAN (FEI ID 10018104) the APR in accordance with Article 118.3 of the GRs, is an Athlete and a Trainer in the discipline of Endurance for Bahrain.
5. The FEI is the IOC-recognised international governing body for the equestrian sport disciplines of Dressage and Para-Equestrian Dressage, Jumping, Eventing, Driving and Para-Driving, Endurance And Vaulting.

6. The APR is a member of the Equestrian Federation of Bahrain (the “BRN-NF”), the latter being a member of the FEI, thus the PR was bound by the EADCMRs.
7. The Horse was tested during the Event and returned an AAF for the presence of Dexamethasone. Dexamethasone is a corticosteroid used to treat inflammatory and autoimmune conditions. This substance is classified as a Controlled Medication Substance under the FEI Equine Prohibited Substances List 2023. Controlled Medication Substances are substances that are prohibited in-competition only.
8. The APR was provided with the right to request the B Sample analysis. The PR exercised this right and requested that the B Sample analysis be performed in a different laboratory than the A Sample analysis. The B Sample analysis was performed in the Laboratoire des Courses Hippiques, 91370 Verrières le Buisson, France and it confirmed the presence of the Dexamethasone in the Horse’s Sample.
9. The FEI informed the APR of the positive results for this Prohibited Substance by way of a notification letter dated 22 September 2023 (the “Notification Letter”). In accordance with Article 7.4.1. of the ECMRs, the FEI decided not to provisionally suspend the APR as only one Controlled Medication was detected in the Horse’s Sample. The FEI informed the APR that he had the right to request to be voluntarily suspended in accordance with the Art. 7.4.9 of the ECMRs. The APR did not exercise this right.
10. In the Notification Letter, the FEI also explained to the APR that in Accordance with Article 10.8.2 of the ECMRs, if “if “the Person Responsible and/or member of the Support Personnel and/or other Person admits an ECM Rule violation after being confronted with the ECM Rule violation by the FEI and agrees to Consequences acceptable to the FEI” they may enter into a Case Resolution Agreement and agree to Consequences acceptable at the sole discretion of the FEI. The agreement shall be submitted to the FEI Tribunal (the “Tribunal”) for the sole purpose of the Tribunal confirming that the criteria set forth in the ECMRs have been fulfilled (or do not apply) and, where so confirmed by the 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.
11. On 1 February 2024, the FEI issued a Notice of Charge for an ECMR violation. The FEI also explained to the APR in the Notice of Charge that an option is available to admit the violation asserted, enter in a case resolution agreement with the FEI and agree to the Consequences proposed by the FEI in accordance with Article 10.1-10.7 of the ECMRs.

12. Explanations for the ECMR rule violation were remitted by the APR on 8 January 2024 and 26 February 2024 following investigation by the PR of the source of the Prohibited Substance found in the Horse. After review of the APR's submissions, the FEI was satisfied that the PR had established, on a balance of probabilities, that the source of the Prohibited Substance arose from inexperience regarding correct usage and dosage of medication-controlled substances. Therefore, in accordance with Article 10.6.2 of the ECMRs, the FEI considered that he had established that he bore "No Significant Fault or Negligence" for the violation and that his level of fault was not significant and at the lower end of the applicable sanction range taking into account the general practices and high standards adopted by the APR and the BRN Team in relation to the prevention of occurrence of anti-doping violations therefore warranting sanctions of the lower range<sup>1</sup>.
13. On 2 April 2024, the FEI notified the Tribunal that it had reached a settlement of the dispute with the APR, which included a one (1) month Period of Ineligibility. Pursuant to the Settlement Agreement, the otherwise applicable Period of Ineligibility of six (6) months was reduced to one (1) months and the APR was ordered to pay a fine of CHF 1,000.
14. On 15 April 2024, 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. No objections to the constitution of the hearing panel were received.

#### IV. Accepted Terms.

15. The Settlement Agreement is made in accordance with Article 10.8.2 of the ECMRs and is subject to the approval of the Tribunal.

The APR explicitly admitted the ECM Rule violation and accepted the following terms (the "Accepted Terms") in accordance with Article 10.8.2 of the ECMRs:

- a. The APR admits the violation of Article 2.1 of the ECMRs (*The presence of a Controlled Medication Substance and/or its Metabolites or Markers in a Horse's Sample*);
- b. The APR established on a balance of probabilities how Dexamethasone entered the Horse's system;

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<sup>1</sup> Settlement Agreement 29 March 2024 (between FEI and APR), paragraph 2.12, re summary of submissions dated 8 January 2024, 8 February 2024 and Exhibits referenced therein.

- c. The APR bears *No Significant Fault or Negligence* for the Rule Violation in accordance with Art. 10.6.1.2 of the ECMRs and the applicable period of Ineligibility shall be one (1) month, commencing as of the date of the final FEI Tribunal decision (the Provisional Suspension already served shall be credited against the imposed Ineligibility Period);
- d. The results obtained by the PR-Horse combination at the Event are disqualified with all subsequent consequences (forfeiture of all medals, points, prize money, etc. won) in accordance with Article 9 and 10.1.2 of the ECMRs;
- e. In accordance with Articles 9.1 and 10.1.2 of the ECMRs, 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. The APR shall pay a fine of 1'000 CHF;
- g. Each party will bear its own legal and other costs incurred in connection with these proceedings;
- h. No other Sanctions will apply in this case;
- i. This violation of the ECMRs shall be considered a prior violation for the purpose of Multiple Violations in accordance with Art. 10.9 of the ECMRs.

## V. Decision

- 16. The Tribunal has jurisdiction over this matter pursuant to Article 38 of the Statutes, Article 161 of the GRs, the EADRs and Article 18 of the IRs. The APR is a member of the BRN-NF, which is a member of the FEI; therefore, the APR is bound by the ECMRs.
- 17. The Tribunal confirms that the Accepted Terms of the Settlement Agreement comply with the ECMRs and finds no grounds to object thereto.
- 18. The Parties acknowledge and agree that pursuant to Article 13.3 of the ECMRs, the Decision will be made public by the FEI. The terms set out in the Settlement Agreement have been agreed as a full and final settlement of all claims relating to the subject matter of these proceedings.

19. The Settlement Agreement and this Decision are not subject to appeal under Article 13 of the ECMRs.

DECISION TO BE FORWARDED TO:

- a. The Parties: Yes
- b. The Secretary General of the NF of the person sanctioned: Yes
- c. Any other: No

FOR THE FEI TRIBUNAL



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Mr. Agustin Fattal Jaef (ARG), one-member panel.