

DECISION of the FEI TRIBUNAL

Dated 28 May 2024

(Reference No. FEI Tribunal: A24-0003)

In the matter of

Mr Rayan AL MOBTY (the “Appellant” or the “Athlete”)

vs.

FÉDÉRATION EQUESTRE INTERNATIONALE (the “Respondent” or the “FEI”)

together, the “Parties”

COMPOSITION OF THE FEI TRIBUNAL PANEL:

Mr Cesar Torrente (COL), Panel Chair

All the words used in this Final Decision beginning with a capital letter and not previously defined have the meaning set forth in the specific definitions of the FEI General Regulations (the “GRs”) and Statutes, the FEI Veterinary Regulations (the “VRs”) and the FEI Endurance Rules (the “ERs”).

I. Introduction

1. The Appellant submitted this Appeal against the penalty points imposed on him by the FEI for Failure to Qualify (Catastrophic Injury), based on Article 864.1 and Article 864.3, in connection with Article 866 of the ERs, following a Catastrophic Injury (humerus fracture) that the horse Rivergum High Speed (the “Horse”) suffered at the CEI2* 120 km Fursan Cup in Al Ula (KSA) on 10 February 2024 (the “Event”).
2. The FEI and the PR agreed to a Settlement Agreement on 21 May 2024 (the “Settlement Agreement”). The Settlement Agreement together with the attached Exhibits are hereby incorporated by reference in this Final Decision.

II. Applicable Rule Provisions

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

Statutes 25th edition, effective 21 November 2023 (the “Statutes”).

General Regulations, 24th edition, 1 January 2020, updates effective 1 January 2024. (the “GRs”).

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

FEI Veterinary Regulations, 15th edition 2023, effective 1 January 2024 (the “VRs”).

FEI Endurance Rules, 12th edition 2024, 1 January 2024 (the “ERs”).

III. Factual background and initial proceedings

4. Mr Rayan AL MOBTY (FEI ID 10082217) is an Athlete in the discipline of Endurance. As the rider of the Horse, he was the Person Responsible for the Horse in accordance with Article 118.3 of the GRs.
5. The FEI is the IOC-recognised international governing body for the equestrian sport disciplines of Dressage and Para-Dressage, Jumping, Eventing, Driving and Para-

Driving, Endurance and Vaulting.

6. The Athlete is a member of the Saudi Arabian Equestrian Federation (the “KSA-NF”), the latter being a member of the FEI. The Athlete is therefore bound by the VRs and the ERs.
7. In accordance with the information provided by the Athlete, and accepted by the FEI, during the Event, while traversing a challenging segment of the course that involved descending from a dune, the Horse tumbled off it, resulting in a Catastrophic Injury. The Horse was then immediately evaluated by the FEI Official Veterinarians (including a radiographic and an ultrasonographic examination), and diagnosed with a critical fracture of the left humerus. Due to the severity of the injury and poor prognosis for a successful recovery, a decision was made to humanely euthanize the Horse to prevent further suffering. The Athlete and the Owner of the Horse agreed to such euthanasia. Following the FEI Equine Anti-Doping and Controlled Medication Programme and the VRS, samples were collected from the Horse.
8. Subsequently, a post-mortem autopsy performed on the Horse confirmed a complete fracture in the distal third of the left humerus.
9. In application of Article 864.1 of the ERs, due to the Catastrophic Injury of the Horse, the Athlete received an automatic penalty of 100 penalty points, and pursuant to Article 866.1 of the ERs was consequently suspended for 2 (two) months.
10. The Athlete appealed the penalty points imposed on him for “Failure to Qualify (Catastrophic Injury)”, on the ground that, in accordance with Article 864.3 of the ERs, he bore “No Fault or Negligence” for the incident.

IV. Procedural Background

11. Via two separate emails dated 2 March 2024, the Appellant submitted to the FEI Tribunal some correspondence, with exhibits.
12. On 4 March 2024, the FEI Tribunal Clerk acknowledged receipt of the Appellant’s correspondence.
13. On 15 March 2024, the FEI Tribunal Chair acknowledged receipt of the Appellant’s correspondence, which was provided for information to the FEI. Since no decision was attached to said correspondence, the Appellant was requested to clarify the nature of his correspondence, and to provide the FEI Tribunal with the decision

under appeal. The Appellant was further requested to clearly state his requests for relief, should his 2 March 2024 correspondence be an Appeal.

14. On 20 March 2024, the Appellant, via his newly appointed legal representative, provided the required clarifications. He provided an extract of the FEI Database showing his automatic 2-months suspension, and elaborated on his 2 March 2024 correspondence, by requesting the FEI to provide the following documents:
 - Copy of the FEI Online Veterinary Report of the Event (Article 1075.4 of the VRs);
 - EADCM Sampling Form (Article 1078.5 of the VRs);
 - FEI Equine Fatality Report Form (Article 1078.7 of the VRs);
 - Veterinary Form according to the substance(s) administered to the Horse before death or euthanasia (Article 1078.4 of the VRs);
 - Any document prepared by the OC and the FEI pursuant to Article 818 of the ERs;
 - The entire file and correspondence related to the post-mortem examination of the Horse (Article 1079 of the VRs).
15. On 22 March 2024, the FEI Tribunal Chair acknowledged receipt of the Appellant's 20 March 2024 correspondence and informed the Parties of the appointment of a One-Member Panel for the case. The Parties were asked to submit any objections to said appointment by 25 March 2024. Furthermore, the FEI was requested to provide its position towards the Appellant's 20 March 2024 correspondence, by 28 March 2024.
16. On 25 March 2024, both Parties indicated having no objection to the constitution of the Panel.
17. On 28 March 2024, the FEI answered to the Appellant's requests, by stating that, in general, they do not oppose it, and therefore provided the requested documents. The FEI clarified that only relevant and/or redacted extracts from the Veterinary Report, as well as the FEI Endurance Technical Delegate Report would be provided, due to confidential and sensitive information contained therein.
18. On 2 April 2024, the Sole Panel Member acknowledged receipt of the FEI's correspondence dated 28 March 2024 with enclosures and granted the Appellant a deadline until 8 April 2024 to complete his Appeal Brief based on the additional documents received.
19. On 8 April 2024, the Appellant submitted his additional submission, with relevant

enclosures.

20. On 10 April 2024, the Sole Panel Member acknowledged receipt of the Appellant's correspondence dated 8 April 2024 with enclosures and granted the FEI a deadline until 22 April 2024 to respond to the Appeal Brief.
21. On 11 April 2024, the FEI noted that the prescribed deadline was shorter than usual deadlines under Article 44.1 of the IRs, and therefore requested to be afforded the full 20 days deadline to reply to the Appeal. The FEI indicated having consulted with the Appellant, which had agreed to such request.
22. On the same day, the Appellant confirmed via email his agreement.
23. On 11 April 2024, the FEI Tribunal Clerk acknowledged receipt of the Parties' respective correspondences from the same day, and informed them, on behalf of the Sole Panel Member, that the FEI's request was accepted. The FEI was therefore requested to submit its response by 30 April 2024, which the FEI noted by email of the same day.
24. On 22 April 2024, the FEI requested for a stay of the proceedings, following a thorough review of the Appeal, as well as a subsequent consultation with the FEI Veterinary Department. Indeed, the FEI was of the opinion that there is no clear indication and/or evidence supporting that the Appellant could have prevented the Horse's fracture. It followed that the FEI would not oppose the Appellant's submission that he bore *No Fault or Negligence* for the sustained Horse's Catastrophic Injury. Thereafter, the Parties agreed to enter into a Settlement Agreement, and requested the FEI Tribunal to stay the proceedings so that the Parties may prepare and sign such Settlement Agreement and submit it to the FEI Tribunal for approval.
25. On 24 April 2024, the Sole Panel Member acknowledged receipt of the FEI's correspondence dated 22 April 2024. Subject to the Appellant's confirmation that he agreed with the FEI's request, the Sole Panel Member decided to stay the proceedings until 30 June 2024. The Sole Panel Member further informed the Parties that, should they fail to submit the Settlement Agreement by the aforementioned date, the deadline for the FEI to submit its Answer to the Appeal Brief would also be 30 June 2024.
26. On the same day, the Appellant confirmed his agreement to the FEI's request.

27. On 21 May 2024, the FEI submitted to the Tribunal the signed Settlement Agreement reached between the Parties.
28. In accordance with the Settlement Agreement, the FEI, upon reviewing the Appeal, the relevant Event Reports and related documentation, the Post-Mortem Report and the specific circumstances of the Incident, concluded that there was no clear indication and/or evidence supporting that the Athlete could have prevented the Catastrophic Injury in the Horse. The FEI was therefore satisfied, on a balance of probabilities, that the Athlete bore “No Fault or Negligence” for the Horse’s fracture.

The FEI further noted that the present case contained thus exceptional circumstances, which allowed, in the interest of justice and fairness, for this Settlement Agreement to be reached and signed between the Parties, in accordance with Article 23.2 of the IRs.

The FEI was satisfied that the Athlete has established, pursuant to Article 864.3 of the ERs, that he bore “No Fault or Negligence” for the Horse’s Catastrophic Injury suffered at the Event¹.

V. Accepted Terms

29. The Settlement Agreement is made in accordance with Article 23.2 of the IRs and is subject to the approval of the Tribunal.
30. The Athlete and the FEI accepted the following terms (the “Accepted Terms”) in accordance with Article 23.2 of the IRs:
 - a) The Athlete has established, on a balance of probabilities, that he bears No Fault or Negligence for the Catastrophic Injury of the Horse suffered at the Event;
 - b) The penalty points imposed on the Athlete due to the “Failure to Qualify (Catastrophic Injury)” designation at the Event, are rescinded;
 - c) The Athlete does not argue the automatic 2 (two) months suspension that was imposed on the Athlete due to the acquisition of 100 penalty points, pursuant to Article 866.1 of the FEI Endurance Rules, and which have already been served;
 - d) The Athlete’s Elite Status, which the Athlete automatically lost due to 2 (two)

¹ Paragraphs 2.9 to 2.11 of the Settlement Agreement dated 21 May 2024 between the FEI and the Athlete together with the Exhibits referenced therein evaluate the Athlete’s level of (No) Fault and Negligence for the Incident.

month suspension pursuant to Article 864.1 of the FEI Endurance Rules, is reinstated;

- e) The FEI agrees not to make any adverse findings against the Athlete regarding this incident in any future proceedings, acknowledging the exceptional circumstances of the case;
- f) Each party will bear its own legal and other costs incurred in connection with these proceedings;
- g) The parties acknowledge and agree that the Decision will be made public by the FEI;
- h) This agreement is final and binding upon its approval by the FEI Tribunal.

VI. Decision

- 31. Pursuant to Article 38 of the Statutes, Article 159 of the GRs, the VRs, the ERs and Article 18 of the IRs the Tribunal has jurisdiction over this matter. The Athlete is a member of the KSA-NF, which is a member of the FEI. The Athlete is therefore bound by all FEI regulations stated in the present Final Decision.
- 32. Having reviewed the case summary, the full reasoning of the Settlement Agreement and the Accepted Terms, the Sole Panel Member takes note that the FEI has agreed that the PR established, on a balance of probabilities, that he bore No Fault or Negligence for the Catastrophic Injury of the Horse suffered at the Event.
- 33. The Sole Panel Member further notes that the FEI reviewed (i) the various documents and exhibits submitted by the Appellant (ii) consulted with their Veterinary Department in that respect (iii) the expert opinion from Dr Marc Oertly, provided by the Athlete in support of his Appeal Brief, and which concluded that, the fracture suffered during the fall caused the Catastrophic Injury, and that it could not have been known about or prevented by the Athlete and/or the Trainer, as it was the tragic result of an accident.
- 34. The Sole Panel Member further acknowledges that the Athlete and the FEI have agreed on the terms to conclude these proceedings, in accordance with Article 23.2 of the IRs, as detailed under Section V of this Final Decision.
- 35. The Sole Panel Member confirms that the Accepted Terms of the Settlement Agreement comply with the IRs, as well as with the ERs and the VRs, and finds no grounds to object to them.
- 36. In particular, the Sole Panel Member notes that, in view of the Settlement

Agreement reached by the parties that the PR bears No Fault or Negligence for the Catastrophic Injury incurred by the Horse, the penalty points imposed on the Athlete are rescinded, and the Athlete's Elite Status is reinstated. Furthermore, the Sole Panel Member notes that the automatic 2 (two) months suspension imposed on the Athlete, and which has already been served, is not contested by the Athlete.

37. Therefore, and in accordance with the mutual consent of the Parties, the Sole Panel Member hereby directs the Parties to fully comply with all the terms of the Settlement Agreement. Furthermore, this Final Decision concludes this case, A24-0003, AL MOBTY v. FEI.
38. The Parties acknowledge and agree that this Final Decision will be made public by the FEI. The terms set out in the Settlement Agreement are full and final settlement of all claims relating to the subject matter of these proceedings.
39. The Settlement Agreement and this Final Decision is final and binding upon its approval by the FEI Tribunal.

DECISION TO BE FORWARDED TO:

- a. The Parties: Yes
- b. Any other: No

FOR THE FEI TRIBUNAL

A handwritten signature in blue ink, appearing to read 'Torrente', is written over a light blue rectangular background.

Mr Cesar Torrente (COL), Sole Panel Member