



Quarterly Report on CAS Football Awards

April - June

2025 Edition

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Court of Arbitration for Sport

- » FIFA Football Tribunal | Dispute Resolution Chamber
- » FIFA Football Tribunal | Players' Status Chamber
- » FIFA Judicial Bodies | Disciplinary & Appeal Committees
- » FIFA Judicial Bodies | Ethics Committee
- » FIFA Clearing House
- » Other FIFA cases
- » Non-FIFA cases



TAS
Tribunal Arbitral du Sport
CAS
Court of Arbitration for Sport



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

FIFA Football Tribunal

Dispute Resolution Chamber



CAS 2024/A/10279

Al Raed Sport Club v. JSC Football Club Rostov

CAS 2024/A/10280

JSC Football Club Rostov v. Mathias Antonsen Normann & Al Raed Sport Club and Fédération Internationale de Football Association (FIFA)

CAS 2024/A/10281

Mathias Antonsen Normann v. JSC Football Club Rostov

Reference number: [CAS 2024/A/10279](#), [CAS 2024/A/10280](#) & [CAS 2024/A/10281](#)

Award date: 31 March 2025

Seat of arbitration: Lausanne, Switzerland

**CATEGORY****Employment, Status & Transfer****ISSUES**

de novo review; *force majeure*; compensation; liability; *locus standi*; sanction; termination

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. Mar.23; arts. 13, 14 and 17

LANGUAGE

English

KEYWORDS

Breach of contract; damages; several and joint liability; scope of review; standing to sue

CASELAW CITED

- » **Contractual interpretation, *rebus sic stantibus*:** CAS 2021/A/7826.
- » **Compensation, calculation:** CAS 2008/A/1519 & 1520; CAS 2020/A/7443 & 7446.
- » **Compensation, positive interest:** CAS 2009/A/1880 & 1881; CAS 2018/A/5607 & 5608.
- » **Compensation, requirements:** CAS 2018/A/5607 & 5608; CAS 2019/A/6325, 6331 & 6332; CAS 2020/A/6767; CAS 2020/A/7193; CAS 2020/A/7253; CAS 2020/A/7274.
- » **Compensation, residual value:** CAS 2014/A/3489 & 3490; CAS 2014/A/3568; CAS 2020/A/6744; CAS 2020/A/6996; CAS 2020/A/7145; CAS 2020/A/7310 & 7322; CAS 2022/A/8600, 8604 & 9633.
- » ***De novo* review, compensation:** CAS 2008/A/1519.
- » **Evidence, abusive procedural behaviour:** CAS 2015/A/3923.
- » ***Force majeure*, conditions:** CAS 2021/A/7826.
- » ***Force majeure*, war:** CAS 2021/A/8708.
- » **Liability, several and joint:** CAS 2013/A/3149; CAS 2013/A/3411; CAS 2014/A/3852; CAS 2015/A/3953 & 3954; CAS 2018/A/5607 & 5608; CAS 2020/A/7443 & 7446.
- » **Sanction, *locus standi*:** CAS 2020/A/7054.
- » **Standard of proof, comfortable satisfaction:** CAS 2021/A/8277.

APPELLANT N. 1

Club
Al Raed Sport Club



Saudi
Arabia

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Alexander Jacobs | Senior legal counsel

APPELLANT N. 2

Club
JSC Football Club Rostov



Russia

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Arbitrator.

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Arbitrator.

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APPELLANT N. 3**Player**

Mathias Antonsen Normann



Norway

LEGAL TEAM

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ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue n.1

Did the player have just cause to terminate the employment contract with Rostov?

No, the player did not have just cause to terminate the employment contract with Rostov.

Supporting issue

Did the player establish a *force majeure* event?

No, the player did not establish a *force majeure* event after he decided to reactivate his employment relationship with Rostov after the war in Ukraine started.

Main issue n.2

Does the player have to compensate Rostov?

Yes, the player must compensate Rostov.

Main issue n.3

Is Raed jointly and severally liable?

Yes, Raed is jointly and severally liable.

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CAS 2024/A/10281

Mathias Antonsen Normann v. JSC Football Club Rostov

**Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **1 September 2023:** Rostov filed claim
- / **15 November 2023:** FIFA DRC issued decision
- / **18 December 2023:** FIFA DRC notified grounds

Before the Court of Arbitration for Sport

- / **5 January 2024:** Rostov filed statement of appeal
- / **8 January 2024:** Raed filed statement of appeal
- / **8 January 2024:** Player filed statement of appeal
- / **19 January 2024:** FIFA requested exclusion in CAS 2024/A/10280
- / **28 January 2024:** Rostov filed appeal brief
- / **30 January 2024:** FIFA renounced intervention in CAS 2024/A/10281
- / **13 February 2024:** proceedings consolidated
- / **4 March 2024:** player filed appeal brief
- / **4 March 2024:** Raed filed appeal brief
- / **22 March – 6 May 2024:** Raed, FIFA, Rostov and player filed answers
- / **25 March 2024:** FIFA requested exclusion in CAS 2024/A/10280
- / **7 May 2024:** panel constituted
- / **13 August 2024:** panel held in-person hearing
- / **8 October 2024:** Raed filed submission
- / **5 November 2024:** panel reopened evidentiary proceedings
- / **11 November 2024:** Rostov filed comments
- / **18 November 2024:** Raed filed comments
- / **19 November 2024:** player filed comments
- / **12 November 2024:** FIFA referred to 14 October 2024 press release
- / **31 March 2025:** panel issued award

Background

The player and Rostov signed an employment agreement on 31 December 2019, extending its duration on 28 August 2021. The player, Rostov and an English club entered into a loan agreement on 30 August 2021. The Russian Federation launched an armed invasion of Ukraine on 24 February 2022. FIFA issued its Circular Letter no. 1787 and Annexe 7 to the FIFA RSTP on 9 March 2022. FIFA issued its Circular Letter no. 1800 extending the effect of the FIFA RSTP Annexe 7 on 20 June 2022. The player notified Rostov on 24 June 2022 of the suspension of the employment contract until 30 June 2023 following a request from Rostov to him to return to the club no later than 1 July 2022. On 2 September 2022, the player signed a notice asking Rostov to renew the employment agreement from 5 September 2022, reactivating the employment agreement and entering into a loan agreement with another Russian club from 6 September 2022 to 20 August 2023. The international media reported drone attacks on three sites in Russian territory bordering Ukraine on 10 May 2023. FIFA issued its Circular Letter no. 1849 on 22 May 2023 amending the FIFA RSTP Annexe 7. The player left Russia on 4 June 2023 for holidays.

Around 23 June 2023, international media reported an apparent insurrection by the Wagner Group and reported that it had taken control of the headquarters of the Russian army's Southern Military District facilities in Rostov-on-Don. The player's agent contacted Rostov's sporting director on 28 June 2023 and sought to discuss the terms of the player's definitive transfer to the other Russian club; Rostov's sporting director rejected. The player returned to Moscow on 29 June 2023 and did not find the city to be safe in his opinion. At around that time, the other Russian club changed its head coach and notified Rostov that it would not exercise its option to transfer the player to the club. The player's agent sent a letter to Rostov on 5 July 2023 expressing the player's request to leave Russia, to which the club replied on 10 July 2023. The correspondence between the player and Rostov continued with no agreement between them, meanwhile the international media reported missile and drone attacks into Russian territory around 28–30 July 2023 as well as another drone attack on 1 August 2023 on a building that the player considered to be no more than 100 meters from his residence.

The player decided to leave Russia immediately and to terminate his employment contract with Rostov on 3 August 2023. The player's representative sent a notice of early unilateral termination to the club on the same date. The player left Russia on 4 August 2023, the same date that Rostov replied to the player's notice. The player visited a doctor on 5 August 2023 when suffering from anxiety, the doctor prescribed him anxiolytics and sleep aid medication. The player traveled to Saudi Arabia and undertook medical examination for Raed on prior to 16 August 2023. The player and Raed entered into an employment agreement on 16 August 2023. Rostov wrote to Raed on 22 August 2023, and required the player's return to Russia. Raed did not reply. The Football Union of Russia notified FIFA of its refusal to issue an ITC for the player at the request of the Saudi Arabian Football Federation on 26 August 2023. The FIFA Football Tribunal Players' Status Chamber rendered a decision regarding the ITC on 29 August 2023, authorizing SAFF to register the player with Raed. Rostov sent a

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Before the FIFA Football Tribunal Dispute Resolution Chamber

- / **1 September 2023:** Rostov filed claim
- / **15 November 2023:** FIFA DRC issued decision
- / **18 December 2023:** FIFA DRC notified grounds

Before the Court of Arbitration for Sport

- / **5 January 2024:** Rostov filed statement of appeal
- / **8 January 2024:** Raed filed statement of appeal
- / **8 January 2024:** Player filed statement of appeal
- / **19 January 2024:** FIFA requested exclusion in CAS 2024/A/10280
- / **28 January 2024:** Rostov filed appeal brief
- / **30 January 2024:** FIFA renounced intervention in CAS 2024/A/10281
- / **13 February 2024:** proceedings consolidated
- / **4 March 2024:** player filed appeal brief
- / **4 March 2024:** Raed filed appeal brief
- / **22 March – 6 May 2024:** Raed, FIFA, Rostov and player filed answers
- / **25 March 2024:** FIFA requested exclusion in CAS 2024/A/10280
- / **7 May 2024:** panel constituted
- / **13 August 2024:** panel held in-person hearing
- / **8 October 2024:** Raed filed submission
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- / **11 November 2024:** Rostov filed comments
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- / **19 November 2024:** player filed comments
- / **12 November 2024:** FIFA referred to 14 October 2024 press release
- / **31 March 2025:** panel issued award

notice to Raed on 29 August 2023 and stated that it intended to submit a claim to FIFA. Raed did not reply.

Rostov sued the player and Raed at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 1 September 2023 requesting compensation and Raed's several and joint liability. The FIFA DRC rendered its decision on 15 November 2023, partially accepting Rostov's claim and considering Raed as jointly and severally liable for the compensation that the player owed Rostov. The FIFA DRC notified its decision's grounds on 18 December 2023.

Raed filed its appeal with CAS requesting that the panel set aside the FIFA DRC decision. Rostov filed its appeal with CAS requesting that the panel set aside the FIFA DRC decision. The player filed his appeal with CAS requesting that the panel set aside the FIFA DRC decision. FIFA filed its answer requesting that the panel uphold the FIFA DRC decision

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MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Raed is partially upheld; (b) the appeal filed by Rostov is dismissed; (c) the appeal filed by the player is dismissed; (d) the FIFA DRC decision is amended; (e) the costs of the arbitration are borne by the Raed in the proceedings CAS 2024/A/10279, 80% by Rostov, 10% by Raed, and 10% by the player in the proceedings CAS 2024/A/10280, and by the player in the proceedings CAS 2024/A/10281; and (f) each party shall bear its own legal fees and other expenses.

Main issue n. 1

The panel reasons that a player may have just cause to terminate an employment contract in specific circumstances and, according to Swiss law, it exists whenever the terminating party cannot be expected in good faith to continue the employment relationship. As such, the panel reasons that just cause may exist when the fundamental terms and conditions of the employment relationship are no longer respected by one of the parties to the employment contract. The panel notes that the player did not discharge his burden of proof accordingly. The panel decides that the player did not have just cause to terminate the employment contract with Rostov.

Supporting issue

The panel reasons that the legal principle of *force majeure* under Swiss law and in CAS jurisprudence is the presence of an unforeseeable and extraordinary event that occurs with irresistible force beyond the sphere of activity of the person concerned. In addition, the panel reasons that *force majeure* implies an objective impediment, beyond the control of the obliged party, that renders the performance of the obligation impossible. As such, the panel reasons that a *force majeure* event leads to the nonperformance of a part of a contract as long as the nonperformance does not result from negligence or lack of diligence. Moreover, the panel reasons that it is not applicable in cases where a party does not take reasonable steps or specific precautions to prevent or limit the effects of external interference. The panel notes that the player and Raed did not establish that the alleged facts and circumstances amount to a *force majeure* event that is able to sufficiently excuse the player from further performance of his contract with Rostov or that justify the termination of that contract. In addition, the panel recalls that the player has opted to reactivate his employment contract when the war between Russia and Ukraine was already underway, and no subsequent event rendered the performance of the employment contract impossible by the player. The panel decides that the player did not have just cause to terminate the employment contract with Rostov.

**CAS 2024/A/10279 Al Raed Sport Club v. JSC Football Club Rostov****CAS 2024/A/10280 JSC Football Club Rostov v. Mathias Antonsen Normann & Al Raed Sport Club and Fédération Internationale de Football Association (FIFA)****CAS 2024/A/10281 Mathias Antonsen Normann v. JSC Football Club Rostov****Main issue n. 2**

The panel reasons that the FIFA RSTP article 17(1) provides for the consequences of terminating a contract without just cause, which includes compensation payable by the breaching party. In addition, the panel reasons that when the parties to an employment contract have not agreed on the amount of liquidated damages payable, the compensation due for termination without just cause must be calculated considering: (1) the law of the country concerned; (2) the specificity of sport; (3) any other objective criteria. Moreover, the panel reasons that other objective criteria include: (a) remuneration and other benefits due to the player under the existing and/or the new contract; (b) the time remaining on the existing contract up to a maximum of five years; (c) the fees and expenses paid or incurred by the former club, amortized over the term of the contract; and (d) whether the contractual breach falls within the protected period as defined in the definitions chapter under the FIFA RSTP. The panel further reasons that other objective factors can be considered, such as loss of a possible transfer fee and the replacement costs provided that there exists a logical connection between the breach and loss claimed. Especially, the panel reasons that the positive interest principle apply in calculating compensation, according to which the injured party shall be put in the position that it would have had if no contractual breach had occurred. As such, the panel reasons that it does not involve any element of punitive damage as it aims to compensate for actual losses. The panel notes that the compensation results from the amount necessary for the club to acquire and keep the player's service as the date of termination while taking into account the unexpired term of the employment agreements plus the player's loan contingent sum that was not paid due to the early termination, discounting from the total amount the unpaid salary and the market value of the player. The panel decides that the player must compensate Rostov.

Main issue n. 3

The panel reasons that the FIFA RSTP article 17(2) provides that the professional player and his new club shall be jointly and severally liable for paying compensation. The panel notes that Raed did not discharge its burden of proof regarding any possible exception, especially as: (1) the underlying dispute to which the Diarra judgment relates is unresolved; and (2) the dispute concern the registration of a Norwegian player and clubs from Russia and Saudi Arabia, which entails that the Diarra judgment has no bearing on its outcome. The panel decides that Raed is jointly and severally liable for paying compensation to Rostov.

CAS 2024/A/10480**Amar Kovcic v. NK Trnje Zagreb**Reference number: [CAS 2024/A/10480](#)

Award date: 31 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Player

Amar KovcicBosnia &
Herzegovina**LEGAL TEAM****Sanel Masic** | Attorney-at-law in Mönchengladbach, Germany**RESPONDENT**

Club

NK Trnje Zagreb

Croatia

LEGAL TEAM**Nikola Badovinac** | Attorney-at-law in Zagreb, Croatia**Miran Kraljevic** | Attorney-at-law in Zagreb, Croatia**SOLE ARBITRATOR****Ernesto Gamboa Morales** | Attorney-at-law in Bogota, Colombia**CATEGORY****Employment, Status & Transfer****ISSUES**

employment contract

RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 2

LANGUAGE

English

KEYWORDS

employment requirements

CASELAW CITED» **Employment contract, requirements:** CAS 2015/A/4148, 4149 & 4150.**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue**Is the player considered a professional footballer?**

No, the player is not considered a professional footballer.

CAS 2024/A/10480**Amar Kovcic v. NK Trnje Zagreb****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **22 November 2023:** player filed claim
- / **8 February 2024:** FIFA DRC issued decision

**Before the Court of Arbitration for
Sport**

- / **14 March 2024:** player filed statement of appeal and requested legal aid
- / **9 April 2024:** legal aid granted
- / **14 May 2024:** sole arbitrator appointed
- / **20 May 2024:** player filed appeal brief
- / **9 June 2024:** club filed answer
- / **15 July 2024:** sole arbitrator decided to hold hearing
- / **20 August 2024:** sole arbitrator set hearing on 17 September 2024
- / **21 August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **17 September 2024:** club requested postponement
- / **29 October 2024:** sole arbitrator held online hearing
- / **29 October 2024:** parties agreed to continue hearing at a later date
- / **21 December 2024:** sole arbitrator held online hearing
- / **31 March 2025:** sole arbitrator issued award

Background

The player joined the club in the summer of 2023 and played six matches between 26 August 2023 and 7 October 2023. On 31 August 2023, the player received his personal identification number from the Croatian authorities with the assistance of the club. The player received a temporary residence permit from the Croatian authorities on 9 October 2023, his residence permit was valid until 4 November 2023. The club signed a document for the player's release on 12 October 2023.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 22 November 2023 requesting outstanding remuneration and compensation. The FIFA DRC issued its decision on 8 February 2024, rejecting the player's claim.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision, and issue a new decision on the merits. The club filed its answer requesting that the sole arbitrator uphold the FIFA DRC decision.

» CAS 2024/A/10480 Amar Kovcic v. NK Trnje Zagreb

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by player is dismissed; (b) the FIFA DRC decision is confirmed; (c) the award is issued without costs; and (d) each party shall bear its own legal fees and other expenses.

Main issue

The sole arbitrator reasons that the FIFA RSTP establishes the difference between a professional player and an amateur player by stating that a professional player is one who meets the following criteria: (1) the player must have a written employment contract with a club; and (2) the player must be paid more than the expenses incurred in activities as a football player. The sole arbitrator notes that the player failed to provide his employment contract and that the club asserted that it had not signed an employment agreement with the player. In addition, the sole arbitrator notes that the player did not provide any other sufficient evidence that he had signed an employment contract with the club. Moreover, the sole arbitrator notes that the player failed to prove that his remuneration exceeded his expenses as a football player and that he signed an amateur player contract with another club afterwards. The sole arbitrator decides that the player is not considered a professional footballer.

TAS 2024/A/10798**Club Atlético Banfield c. Luis Enrique Del Pino Mago & FIFA**Reference number: [TAS 2024/A/10798](#)

Award date: 31 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Club Atlético Banfield



Croatia

LEGAL TEAM

Mariano Bambaci | Attorney-at-law in Argentina

RESPONDENT N. 1

Player

Luis Enrique Del Pino Mago



Venezuela

LEGAL TEAM

Ricardo Frega Navia | Attorney-at-law in Argentina

RESPONDENT N. 2

IF

Fédération Internationale de Football Association (FIFA),



Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

Roberto Nájera Reyes | Senior legal counsel

Mariangela Colina Molina | Paralegal

SOLE ARBITRATOR

Ernesto Gamboa Morales | Attorney-at-law in Bogota, Colombia

CATEGORY

Employment, Status & Transfer

ISSUES

sanction; termination

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. Feb.24; arts. 12bis

LANGUAGE

Spanish

KEYWORDS

breach of contract; proportionality test

CASELAW CITED

None specified

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue n. 1

In which currency did the club agree to pay the player his remuneration?

The club agreed to pay the player in USD.

Main issue n. 2

Is the sanction imposed on the club proportional?

Yes, the sanction imposed on the club meets the proportionality test.

TAS 2024/A/10798**Club Atlético Banfield c.
Luis Enrique Del Pino Mago & FIFA****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **18 March 2024:** player filed claim
- / **27 June 2024:** FIFA DRC issued decision

**Before the Court of Arbitration for
Sport**

- / **12 August 2024:** club filed statement of appeal
- / **2 September 2024:** club filed appeal brief
- / **31 October 2024:** sole arbitrator appointed
- / **14 October 2024:** player filed answer
- / **13 November 2024:** sole arbitrator decided to hold hearing
- / **26 November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **12 December 2024:** sole arbitrator held online hearing
- / **31 March 2025:** sole arbitrator issued award

Background

The player and the club signed an employment agreement on 14 June 2022, amending the player's remuneration on 1 September 2022 and on 19 April 2023. The player notified the club on 15 January 2024 for outstanding remuneration. The player signed an employment agreement with a Venezuelan club on 11 July 2024.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 18 March 2024 requesting outstanding remuneration. The FIFA DRC issued its decision on 27 June 2024, partially accepting the player's claim.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The player and FIFA filed their respective answers requesting that the sole arbitrator uphold the FIFA DRC decision.

» TAS 2024/A/10798 Club Atlético Banfield c. Luis Enrique Del Pino Mago & FIFA

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by club is dismissed; (b) the FIFA DRC decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) the club shall pay the player and FIFA, respectively, a contribution in the amount of CHF 4,000 and CHF 1,000 towards the legal fees and other expenses.

Main issue n. 1

The sole arbitrator reasons that the goal when interpreting a contractual clause is to establish the true and mutually agreed upon intention of the parties without regard to incorrect statements or manner of expressions used to conceal the true nature of the contract or mistakenly by them. In addition, the sole arbitrator reasons that, when that is not possible, the objective becomes seeking to determine how a declaration or an external manifestation by a party could have been reasonably understood depending on the individual circumstances of the dispute. As such, the sole arbitrator reasons that it is necessary to look first at the words used or the conduct engaged in by the parties when determining the intent of a party or the which a reasonable person would have had in the same circumstances. Moreover, the sole arbitrator reasons that the investigation is not limited to those words or the conduct of the parties even if they appear to give a clear answer to the question. The sole arbitrator further reasons that due consideration must be given to all relevant circumstances of the case, including the negotiations and any subsequent conduct of the parties. The sole arbitrator notes that the club did not prove that the contract established that it could pay the player in Argentinean pesos. The sole arbitrator decides that the club agreed to pay the player in US Dollars.

Main issue n. 2

The sole arbitrator reasons that FIFA has broad discretion to impose sanctions on a non-compliant party and that the panel in an appeals proceeding must give proper deference to the previous instance's decision as long as it is not evidently and grossly disproportional. The sole arbitrator notes that the club has fulfilled the conditions to allow FIFA to impose a sanction and that the FIFA PSC-imposed sanction is within the parameters of the FIFA RSTP article 12bis. The sole arbitrator decides the sanction imposed on the club meets the proportionality test.

CAS 2024/A/10607**Al-Hilal Club v.
Lamin Jarjou & Grenoble Foot 38**Reference number: [CAS 2024/A/10607](#)

Award date: 10 April 2024

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N. 1	
 Club Al Hilal HK	 Sudan	 Player Kamin Jarjou	 Gambia
LEGAL TEAM Pedro Macieirinha Attorney-at-law in Vila Real, Portugal		LEGAL TEAM Antoine Serneria Attorney-at-law in Paris, France	
		RESPONDENT N. 2	
		 Club Grenoble Foot 38	 France
		LEGAL TEAM Ladjel Guebbabi Attorney-at-law in Grenoble, France	
PANEL		President.	Arbitrator.
		Luigi Fumagalli Professor and attorney-at-law in Milan, Italy	Michele A. R. Bernasconi Attorney-at-law in Zurich, Switzerland
			François Klein Attorney-at-law in Paris, France

CATEGORY**Employment, Status & Transfer****ISSUES**

just cause; liability; termination

RELEVANT RULES & REGULATIONSCAS Code; art. R56
FIFA RSTP; arts. 14**LANGUAGE**

English

KEYWORDSbreach of contract; *force majeure*; joint liability**CASELAW CITED**

- » **Force majeure, conditions:** CAS 2002/A/388; CAS 2006/A/1110; CAS 2013/A/3471; CAS 2015/A/3909; CAS 2017/A/5496; CAS 2018/A/5537; CAS 2021/A/8156; CAS 2021/A/8277.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Preliminary issue**Can AHK file new evidence at the hearing?**

No, AHK cannot file new evidence at the hearing in absence of the respondents' agreement or of any exceptional circumstances.

Main issue**Did the player have just cause to terminate the employment contract with AHK?**

Yes, the player had just cause to terminate the employment contract with AHK due to the armed conflict in Sudan.

Supporting issue**Can the armed conflict in Sudan be considered as a *force majeure* circumstance?**Yes, the armed conflict in Sudan is a *force majeure* circumstance.

CAS 2024/A/10607

Al-Hilal Club v.
Lamin Jarjou & Grenoble Foot 38

**Before the FIFA Football Tribunal Dispute
Resolution Chamber**

- / **19 July 2023:** AHK filed claim
- / **Unknown date:** player filed counterclaim
- / **7 March 2024:** FIFA DRC issued decision
- / **3 May 2024:** FIFA DRC notified grounds

Before the Court of Arbitration for Sport

- / **22 May 2024:** AHK filed statement of appeal
- / **12 June 2024:** AHK filed appeal brief
- / **5 July 2024:** panel constituted
- / **12 July 2024:** Grenoble filed answer
- / **15 July 2024:** player filed answer
- / **26 July 2024:** AHK filed request for 2nd round
- / **26 July 2024:** AHK filed request for evidentiary measures
- / **4 August 2024:** player filed comments
- / **9 August 2024:** panel partially rejected request for evidentiary measures
- / **13 August 2024:** player filed evidence
- / **16 August 2024:** AHK filed comments
- / **16 August 2024:** AHK filed submission on exceptional circumstances
- / **22 August 2024:** panel rejected 2nd round
- / **22 August 2024:** panel granted filing of evidence based on exceptional circumstances
- / **26 August 2024:** Grenoble filed request to plead in French
- / **27 August 2024:** AHK filed submission
- / **29 August 2024:** AHK objected
- / **29 August 2024:** player filed comments
- / **2 September 2024:** panel rejected request to plead in French
- / **18 September 2024:** panel confirmed hearing on 10 December 2024
- / **13 November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **25 November 2025:** AHK filed comments on hearing-related evidentiary measures
- / **10 December 2024:** panel held hearing
- / **10 December 2024:** AHK requested to file new evidence at hearing
- / **10 December 2024:** player and Grenoble objected
- / **10 December 2024:** panel rejected
- / **10 April 2024:** panel issued award

Background

The player transferred from a Senegalese club to AHK on 19 July 2022 for a fee. AHK entered into a commission agreement with an agent on 20 July 2022 regarding the player's transfer. AHK and the player signed an employment agreement on 1 August 2022. An armed conflict broke out in Sudan on 15 April 2023, causing the suspension of all sporting activities. The AHK team, including the player, fled to Egypt on 15 April 2023, for the preseason training camp that was further relocated to Tunisia where it was held between the end of June and early July 2023. The player traveled to Dakar, Senegal, on 6 May 2023 and proceeded to Gambia from there. Grenoble sent a loan offer to AHK on 20 May 2023. The player's agent contacted AHK on 21 May 2023, AHK replied informing the player's agent that the offer was not satisfactory. The player's counsel sent a letter to AHK on 5 June 2023 requesting outstanding salaries. The player authorized on 13 June 2023 a third person to collect his payment, which she did on 14 June 2023. AHK remitted to the player the outstanding amounts on 19 June 2023. The player sent an email to the FIFA Secretary General on 26 June 2023 seeking assistance with respect to the armed conflict in Sudan. The player arrived in Tunisia on 28 June 2023 for the AHK's training camp, but did not participate in any training claiming an ankle injury. The player requested his passport from AHK on 29 June 2023 and, subsequently, informed the club of his intention to quit. The player left the preseason training camp on the same date, and sent a letter to AHK terminating the employment contract for just cause due to the armed conflict in Sudan. The player signed an employment agreement with Grenoble on 22 September 2023.

AHK sued the player at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 19 July 2023 requesting compensation. The player filed a counterclaim. The FIFA DRC rendered its decision on 7 March 2024, rejecting AHK's claim and partially accepting the player's claim.

AHK filed its appeal with CAS requesting that the panel set aside the FIFA DRC decision. The player and Grenoble filed their respective answers requesting that the panel uphold the FIFA DRC decision; The FIFA DRC notified its decision's grounds on 3 May 2024.

» CAS 2024/A/10607 Al-Hilal Club v. Lamin Jarjou & Grenoble Foot 38

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by AHK is dismissed; (b) the FIFA DRC decision is confirmed; (c) the costs of the arbitration are borne by AHK; and (d) AHK shall pay the player and Grenoble a contribution in the amount of CHF 2,000 each towards the legal fees and other expenses.

Preliminary issue

The panel reasons that the CAS Code article R56 provides that the parties cannot submit new evidence after filing the appeal brief and the answer. The panel reasons that this provision aims to ensure the procedure's efficiency and timeliness as well as guaranteeing due process. Moreover, the panel reasons that the provision is a procedural safeguard that avoids a surprise effect when a party seeks to introduce evidence at a later stage of the proceedings. However, the panel reasons that such provision contemplate exceptions in order to allow some flexibility as new evidence can be adduced if the other parties to a proceeding agrees or if the president of the panel/sole arbitrator allows based on exceptional circumstances. In addition, the panel reasons that the burden of proof to establish exceptional circumstances is of the party who wishes to introduce the new evidence. The panel notes that AHK sought to file, and reproduce live at the hearing, a voice message sent by the player. The panel notes that the player and Grenoble did not agree. In addition, the panel notes that AHK did not sufficiently establish any exceptional circumstances. The panel decides that AHK's request to file new evidence is not admissible.

Main issue

The panel reasons that an employment contract's early termination for just cause relies on three conditions: (1) (a) the violation of a contract by one party is the main, but not exclusive, situation in which a just cause for termination may arise, or (b) other impeding circumstances may give rise to an early termination as long as they are of such nature that the essential conditions under which the parties entered into the employment contract are no longer present and the affected party cannot be expected to continue the employment relationship in good faith; and (2) the evaluation of the existence of a just cause must be made on a case-by-case basis. The panel notes that AHK acted diligently in a very difficult situation when the armed conflict broke out in Sudan. In addition, the panel notes that the armed conflict in Sudan is, in itself, a *force majeure* that justifies the early termination of the employment relationship between AHK and the player. The panel further notes that the fact that the player terminated the employment contract around two months after leaving Sudan and, presumably after acquiring the concrete expectation of signing a new employment contract with another club, does not change the conclusion with respect to the fact that the basis of his employment relationship with AHK had already fundamentally changed. The panel decides that the player had just cause to terminate the employment contract early.

Supporting issue

The panel reasons that the legal concept of *force majeure* is recognized and applicable in Swiss law. In addition, the panel reasons that the Swiss Federal Tribunal considers that a *force majeure* circumstance arises in the presence of an unforeseeable and extraordinary event from an external source that inevitably and forcefully interferes with the business of a company although not related to it. Moreover, the panel reasons that the concept of *force majeure* is established in CAS caselaw in a similar manner and that *force majeure* implies an objective impediment, beyond the control of the obliged party that renders the performance of the obligation impossible. The panel further reasons that, as an exception to the *pacta sunt servanda* principle, the conditions for the occurrence of *force majeure* event should be interpreted strictly

 CAS 2024/A/10607 Al-Hilal Club v. Lamin Jarjou & Grenoble Foot 38

and narrowly. The panel notes that it might be doubted that the civil war made the performance by the parties absolutely and finally impossible as AHK relocated abroad and resumed its sporting activities. In addition, the panel notes that the civil war was unexpected and of a magnitude not comparable to other disorders that had occurred in the past, including other armed conflicts. As such, the panel notes that AHK cannot reasonably expect that the player joined it in full knowledge of the risks of being in Sudan. The panel further notes that it is clear that AHK did not expect the outbreak of a civil war in Sudan. The panel notes that the civil war radically changed the conditions of the employment relationship on the basis that the employment contract had been concluded by AHK and the player to play the Sudanese championship in Sudan, organized under the rules of the Sudan Football Association. The panel recalls that the championship in Sudan was interrupted, could not be resumed, and that AHK had to participate in a foreign championship. The panel notes that AHK was no longer in a condition to perform under the employment contract and that the player was not to be expected to continue the employment relationships in good faith given the essential conditions that gave rise to the employment relationship were not present anymore. The panel decides that the armed conflict in Sudan is a *force majeure* circumstance.

CAS 2024/A/10553**FC Košice v.
Anane Tidjani & Al-Rayan Club**Reference number: [CAS 2024/A/10553](#)

Award date: 15 April 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Club**
FC Košice

Slovakia

LEGAL TEAM**Pavel Steiner** | Attorney-at-law in Košice, Slovakia**RESPONDENT N. 1****Player****Anane Tidjani**

Benin

LEGAL TEAM**Caglar Akoglu** | Attorney-at-law in Ilkadam/Samsun, Türkiye**RESPONDENT N. 2****Club**
Al-Rayan Club

Saudi Arabia

LEGAL TEAM**Rashid Hussain** | Attorney-at-law in Jeddah, Saudi Arabia**SOLE ARBITRATOR****Espen Auberg** | Attorney-at-law in Oslo, Norway**CATEGORY****Employment, Status & Transfer****ISSUES**

termination

RELEVANT RULES & REGULATIONS

FIFA RSTP; arts. 14 & 17

LANGUAGE

English

KEYWORDS

breach of contract; compensation; just cause

CASELAW CITED

- » **Burden of proof, allocation:** CAS 2020/A/6796.
- » **Compensation, calculation:** CAS 2020/A/6727.
- » **Employment contract, work visa:** CAS 2009/A/1838; CAS 2017/A/5164; CAS 2018/A/5586.
- » **Termination, just cause:** CAS 2014/A/3684; CAS 2016/A/4884.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue**Did the player have just cause to terminate his employment contract with FCK?**

Yes, the player had just cause to unilaterally terminate his employment contract with FCK early.

CAS 2024/A/10553

FC Košice v.
Anane Tidjani & Al-Rayan Club

**Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **25 December 2023:** player filed claim
- / **4 April 2024:** FIFA DRC issued decision
- / **24 April 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **14 May 2024:** FCK filed statement of appeal
- / **31 May 2024:** FCK filed appeal brief
- / **31 May 2024:** FCK requested evidence production
- / **21 June 2024:** Al-Rayan filed answer
- / **1 July 2024:** player filed answer
- / **1 July 2024:** player objected to evidence production
- / **2 October 2024:** sole arbitrator appointed
- / **14 May 2024:** FCK filed comments
- / **1 November 2024:** FCK waived evidence production
- / **5 November 2024:** sole arbitrator decided not to hold hearing
- / **28 November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **15 April 2025:** sole arbitrator issued award

Background

The player and the FCK signed an employment agreement on 1 September 2023. On 11 October 2023, the FCK sought legal assistance to obtain a national visa for the player. On 6 November 2023, the player's legal representative sent the FCK a letter, putting it in default due to its failure to secure visa and work permits. On 7 November 2023, the FCK replied assuring that it was working on the player's visa application. On 30 November 2023, the player's legal representative sent a letter to FCK, indicating that he would have to leave Slovakia by 2 December 2023 if the situation remained unresolved. On 5 December 2023, the FCK sent a letter to the player's legal representative, explaining its reasons for the delay. On 6 December 2023, the player's legal representative sent a letter to FCK, informing that the player would have to unilaterally terminate his employment contract with immediate effect and with just cause and file a claim if the club did not obtain the player's visa and work permit in 5 days. On 12 December 2023, the player's legal representative reiterated the FCK breaches and demanded immediate action. On the same date, the FCK replied, stating that it had obtained a national visa required for the temporary stay of the player and that he would be required to submit an application to the Slovak Embassy in Nairobi, Kenya. On 13 December 2023, the player's legal representative sent a letter to FCK, stating that the earliest appointment at the Nairobi Embassy was in August the next year. On 18 December 2023, the player's legal representative sent the FCK a letter, unilaterally terminating the player's employment contract. On 19 December 2023, the FCK contested the player's unilateral termination. On 26 December 2023, the player signed an employment agreement with Al-Rayan. On 3 January 2024, the player's legal representative sent a letter to the FCK. On 10 January 2024, the player was registered with Al-Rayan. On 25 January 2024, the FCK sent an email to Al-Rayan, stating that the player had terminated his contract without just cause and requesting Al-Rayan to pay a transfer fee within 10 days. On 1 February 2024, the FCK paid the player's monthly for November 2023.

The player sued the FCK at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 25 December 2023, requesting compensation. The FIFA DRC issued its decision on 4 April 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 24 April 2024.

The FCK filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The player and Al-Rayan filed their respective answers requesting that the sole arbitrator uphold the FIFA DRC decision.

» CAS 2024/A/10553 FC Košice v. Anane Tidjani & Al-Rayan Club

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the FCK is partially upheld; and (b) the FIFA Football Tribunal Dispute Resolution Chamber, appeal decision is amended.

Main issue

The sole arbitrator reasons that a party's unilateral termination of an employment contract in an relationship between a club and a player can only be deemed to have just cause if: (i) the breach is considered material; (ii) the party not in breach cannot be expected to continue the contractual relationship with the party in breach; and (iii) the employment contract may only be unilaterally terminated as a last resort. In addition, the sole arbitrator reasons that it is the employer's obligation to obtain a work permit and a visa for the employee. Moreover, the sole arbitrator reasons that it cannot be expected that players have knowledge of the specific requirements for working in foreign countries. As such, the sole arbitrator reasons that a club wishing to employ a foreign player has to exercise due diligence and carry out all relevant assessments prior to entering into an employment contract with the player. The sole arbitrator further reasons that the club must verify that the player has or may obtain a work permit and a visa that is necessary for the player to perform his services under the employment contract. The sole arbitrator notes that the FCK failed to obtain a work permit and a visa for the player. In addition, the sole arbitrator notes that the FCK seemingly failed to perform the necessary assessment prior to concluding the employment contract with the player. As such, the sole arbitrator notes that the FCK's failure to secure a visa for the player resulted in the player being forced to leave Slovakia early as his temporarily visa expired. The sole arbitrator notes that the player was unable to perform his services as a football player to the FCK as agreed in the employment contract. The sole arbitrator decides that the player had just cause to unilaterally terminate his employment contract with FCK early.

CAS 2024/A/10515**Rizespor AS v.
Ronaldo César Mendes de
Medeiros & FIFA**Reference number: [CAS 2024/A/10515](#)

Award date: 2 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N. 1	
 Club Rizespor AS	 Türkiye	Player Ronaldo César Mendes de Medeiros	 Brazil
LEGAL TEAM Morgan Sports Law in Lausanne, Switzerland Ben Cisnero Attorney-at-law		LEGAL TEAM Bichara & Motta in São Paulo, Brazil Marcos Motta Attorney-at-law Victor Eleuterio Attorney-at-law	
PANEL		RESPONDENT N. 2	
President. Lars Hilliger Attorney-at-Law in Copenhagen, Denmark		IF Fédération Internationale de Football Association (FIFA),	 Switzerland
Arbitrator. José Luis Andrade Attorney-at-Law in Porto, Portugal		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Alexander Jacobs Senior legal counsel	
Arbitrator. Ulrich Haas Professor in Zürich, Switzerland, and attorney-at-Law in Hamburg, Germany			

CATEGORY**Employment, Status & Transfer****ISSUES**

sanction; termination

RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 12bis

LANGUAGE

English

KEYWORDSbreach of contract; *de novo* review; net remuneration; proportionality test; principle of deference**CASELAW CITED**

- » **Burden of proof, allocation:** CAS 2003/A/506; CAS 2009/A/1810 & 1811; CAS 2009/A/1975.
- » **Contractual interpretation, parties' intention:** SFT 127 III 444; CAS 2017/A/5172.
- » **Remuneration, net amount:** CAS 2012/A/2806.
- » **Sanction, deference:** CAS 2010/A/2283; CAS 2011/A/2515; CAS 2011/A/2518; CAS 2011/A/2645; CAS 2015/A/3875.
- » **Sanction, discretion:** CAS 2016/A/4910; CAS 2018/A/6038.
- » **Sanction, proportionality:** CAS 2009/A/1817 & 1844; CAS 2012/A/2762; CAS 2013/A/3256; CAS 2016/A/4643; CAS 2017/A/5086; CAS 2019/A/6344.
- » **Sanction, review:** CAS 2018/A/5808; CAS 2022/A/9053.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue n. 1

Does "net amount" in the employment contract between the club and the player mean that the club must reimburse the player any tax liability that the player may have?

Yes, it does.

Main issue n. 2

Is a warning a proportional sanction to the club?

Yes, it is due to the club's breach of the FIFA RSTP article 12bis.

CAS 2024/A/10515**Rizespor AS v. Ronaldo César
Mendes de Medeiros & FIFA****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **5 October 2023:** player filed claim
- / **8 February 2024:** FIFA DRC issued decision
- / **28 March 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **17 April 2024:** club filed statement of appeal
- / **8 May 2024:** club filed appeal brief
- / **22 July 2024:** panel constituted
- / **24 June 2024:** FIFA filed answer
- / **19 July 2024:** player filed answer
- / **29 July 2024:** club filed new evidence
- / **20 August 2024:** panel decided to hold in-person hearing
- / **29 August 2024:** club filed new evidence
- / **Unknown date:** CAS Court Office forwarded order of procedure to the parties
- / **6 December 2024:** panel held in-person hearing
- / **2 April 2025:** panel issued award

Background

The player and the club started negotiating an employment agreement on 6 July 2021. During the negotiations, the player's agent asked the club to confirm that the agreed remuneration is net and that it meant specifically "without taxes". The club, at that time, concurred and stated that the agreed remuneration was net and "without taxes". The player and the club reached the employment agreement on 17 July 2021, later signed on 26 July 2021. The club owed the player outstanding remuneration by the end of the 2021/2022 season when the club was relegated to the Turkish second division. The club provided the player with a notification from the Turkish tax authorities on 30 January 2023 indicating accrued taxes due by the player and a penalty for failing to pay income tax. The player put the club in default on 3 February 2023. The club replied on 7 February 2023, rejecting the player's request. The Turkish tax authorities informed the club on 24 February 2023 that it had temporarily seized a specified amount from the club's bank account imposed as a lien of the player's receivable. The club forwarded to the player the Turkish tax authorities' letter on 27 February 2023. The player put the club in default on 1 March 2023. The club reiterated its position on 2 March 2023. The pending situation between the player, the club and the Turkish authorities continued unresolved, and the player sent a further notice of default to the club on 6 April 2023, 13 June 2023, and 29 June 2023.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for failure to comply with its financial obligations on 5 October 2023 requesting outstanding salaries. The FIFA DRC issued its decision on 8 February 2024, accepting the player's claim and imposing a warning on the club. The FIFA DRC notified its decision's grounds on 28 March 2024.

The club filed its appeal with CAS requesting that the panel set aside the FIFA DRC decision. The player and FIFA filed their respective answers requesting that the panel uphold the FIFA DRC decision.

» CAS 2024/A/10515 Rizespor AS v. Ronaldo César Mendes de Medeiros & FIFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by club is partially upheld (b) the FIFA DRC decision is amended; (c) the costs of the arbitration are borne by 70% by the club and 30% by the player; and (d) the club shall pay the player a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

Main issue n. 1

The panel reasons that when assessing the form and terms of a contract, the true and common intention of the parties must be ascertained without dwelling on any inexact expressions or designations they may have used either in error or by way of disguising the true nature of the agreement. In addition, the panel reasons that the content of the agreement must be construed according to the subjective will of the parties and, if not possible, the content of the contract must be determined by application of the principle of mutual trust. The panel notes that the employment contract does not contain any definition of the term “net”. In addition, the panel notes that the club must have understood that the player would only accept the employment agreement if the agreed salary was to be received in full, exempt from any tax liability. Moreover, the panel notes that the club should have made its different understanding transparent before signing the employment contract. The panel decides that the term “net amount” in the employment contract means that the club must reimburse the player any tax liability that he may have.

Main issue n. 2

The panel notes that the club delayed salary payments without *prima facie* contractual basis and that the player had put the club in default granting a deadline of at least 10 days for the club to comply with its financial obligations. As such, the panel notes that the conditions for applying the sanctions set out in the FIFA RSTP article 12bis are fulfilled and that the FIFA DRC had full discretion to impose one of the sanctions provided in the regulations. The panel reasons that a CAS panel should defer to the sanction imposed by the first instance body when both reach the same conclusion on the substantive merits of the case. In addition, the panel reasons that the measure of a disciplinary body-imposed sanction should be reviewed with care and only when evidently and grossly disproportionate to the offence or if a different conclusion than that of the first instance body is reached at the substantive merits of the case. The panel notes that it reached the same conclusion as the FIFA DRC regarding the substantive merits of the case. The panel decides that a warning is a proportional sanction to the club due to its breach of the FIFA RSTP article 12bis.

CAS 2024/A/10519

Al-Ain FC v. Danilo Arboleda Hurtado

Reference number: [CAS 2024/A/10519](#)

Award date: 2 April 2024

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Al-Ain Football Club	 UAE	Player Danilo Arboleda Hurtado	 Colombia
LEGAL TEAM Nezar Ahmed Attorney-at-law in Chesterfield, USA		LEGAL TEAM Jirayr Habibian Attorney-at-law in Dubai, UAE	
SOLE ARBITRATOR		Rui Botica Santos Attorney-at-law in Lisbon, Portugal	

CATEGORY

Employment, Status & Transfer

ISSUES

compensation; termination

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. May.23; art. 17

LANGUAGE

English

KEYWORDS

breach of contract; duty to mitigate;
extension offer

CASELAW CITED

- » **Compensation, duty to mitigate:** CAS 2015/A/4055; CAS 2018/A/6029; CAS 2022/A/9004.
- » **De novo review, scope:** CAS 2007/A/1394; CAS 2010/A/2098; CAS 2010/A/2108; CAS 2010/A/2252; CAS 2013/A/3432.
- » **Standard of proof, comfortable satisfaction:** CAS 2005/A/908; CAS 2009/A/1902; CAS 2009/A/1920; CAS 2010/A/2172; CAS 2010/A/2267; CAS 2013/A/3258; CAS 2014/A/3625; CAS 2016/A/4558; CAS 2018/A/6075; CAS 2020/A/7503.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue n. 1

Did the player and the club conclude the extension of the original employment contract?
Yes, the player and the club have concluded its extension.

Main issue n. 2

Did the player discharge his duty to mitigate accordingly?
Yes, the player discharged his duty to mitigate accordingly.

Main issue n. 3

How should the player's compensation be calculated?
The player's total compensation amount must consider the original compensation due to the player less the gross value of the player's remuneration in subsequent employment relationships deducting any cost incurred by the player in connecting with subsequent employment relationships.

CAS 2024/A/10519

**Al-Ain FC v.
Danilo Arboleda Hurtado**

**Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **3 November 2023:** player filed claim
- / **12 April 2024:** FIFA DRC issued decision

**Before the Court of Arbitration for
Sport**

- / **22 April 2024:** club filed statement of appeal
- / **28 May 2024:** club filed appeal brief
- / **2 July 2024:** player filed answer
- / **2 July 2024:** player objected admissibility
- / **5 July 2024:** sole arbitrator appointed
- / **8 July 2024:** club filed comments
- / **9 July 2024:** objection rejected
- / **12 July 2024:** sole arbitrator ordered evidence
- / **13 July 2024:** player filed evidence
- / **24 July 2024:** club filed comments
- / **2 August 2024:** sole arbitrator decided to hold in-person hearing
- / **6 September 2024:** player filed evidence
- / **13 September 2024:** sole arbitrator held in-person hearing
- / **22 October 2024:** club requested new evidence
- / **25 October 2024:** sole arbitrator ordered evidence
- / **30 October 2024:** player filed evidence
- / **4 November 2024:** club filed comments
- / **7 November 2024:** sole arbitrator ordered evidence
- / **11 November 2024:** player filed evidence
- / **17 November 2024:** club filed comments
- / **2 April 2024:** sole arbitrator issued award

Background

The parties signed an employment agreement on 6 June 2022, valid from 1 July 2022. The player suffered an injury on 22 October 2022 during a match, he underwent surgery on 24 October 2022 and fully recovered on 5 May 2023. On 15 December 2022, while the player was injured, the club sent to the player through his agent an offer to extend the employment contract for another two seasons with the option for a third subsequent season at the club's discretion. The parties negotiated via WhatsApp and in-person, not reaching a clear agreement before 20 December 2024. The parties had a meeting at the club's premises to sign the extension on 20 January 2023. The club paid the player USD 200,000 on 9 May 2023, its reason is disputed. The player traveled to Londo from 20 to 23 June 2023 and passed a medical examination related with his recovery from the injury. In early June 2023, the club announced on its social media that the player would be joining it for the 2023/2024 pre-season training camp in Spain. The club approached the player's agent on 9 July 2023 and informed him that the club intended to transfer the player on loan for the season 2023/2024. The agent rejected the loan offer on the player's behalf. The club replied on 10 July 2023 and argued that the player's contract had not been extended as the contract had not been accepted and signed. As such, the club stated that it was no longer interested in the player's services beyond 30 June 2023. The player's agent replied shortly after, rejecting the club's perspective. The player sent an email to the club on 13 July 2023, stating that the club was in breach of contract and had unilaterally terminated the employment contract.

The player and a Qatari club signed an employment agreement on 14 July 2023. Later, on 31 January 2024, the player and the Qatari club terminated their employment relationship, while the player received the remaining salaries owed until the end of the contract. The player and a Chinese club signed an employment agreement on 1 February 2024. In July 2024, the player and the Chinese club entered into a settlement agreement to terminate the employment relationship. The player and a Kuwaiti club signed an employment agreement on 1 October 2024.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 3 November 2023 requesting compensation. The club filed a counterclaim, requesting that the player reimburse a salary advancement. The FIFA DRC issued its decision on 12 April 2024, partially accepting the player's claim and dismissing the club's counterclaim.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The player filed his answer requesting that the sole arbitrator uphold the FIFA DRC decision and filed a counterclaim requesting that the club compensates the player as well as that the sole arbitrator imposes a sanction on the club in accordance with the FIFA RSTP article 17(4).

» CAS 2024/A/10519 Al-Ain FC v. Danilo Arboleda Hurtado

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by club is partially upheld; (b) the FIFA DRC decision is amended; (c) the counterclaim filed by the player is inadmissible and dismissed; (d) the costs of the arbitration are borne by $\frac{2}{3}$ by the club and $\frac{1}{3}$ by the player; and (e) the club shall pay the player a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

Main issue n. 1

The sole arbitrator reasons that, in absence of clear evidence, he must consider circumstantial evidence and the parties' actions/omissions when establishing whether a player and a club have extended an employment relationship. The sole arbitrator notes that the actions and omissions of the parties alongside circumstantial evidence clearly leads to the conclusion that the parties have extended the employment contract for a further two seasons. The sole arbitrator decides that the player and the club concluded the extension of the original employment contract for two seasons.

Main issue n. 2

The sole arbitrator reasons that a player has a duty to mitigate, as such it involves both positive and negatives duties on the injured party. In addition, the injured party must refrain from any activity that could aggravate the damage suffered and must also take steps to minimize losses. Moreover, the injured party's duty to mitigate is not a true duty in the strict sense, but rather a moral duty based on good faith as it aims to encourage the injured party to make reasonable efforts. The sole arbitrator notes that the club did not provide any evidence that the player voluntarily terminated his contractual relations with other clubs at the expense of more attractive job opportunities with higher earnings. The sole arbitrator decides that the player discharged his duty to mitigate accordingly.

Main issue n. 3

The sole arbitrator reasons that the total compensation amount results from the original compensation less the gross value of the player's remuneration in subsequent employment relationships. Moreover, the sole arbitrator notes that any other amount due to a third party in connection with the employment relationship must be considered as costs incurred by the player and must be deducted from the player's remuneration when considering its gross value. The sole arbitrator notes that the player had three subsequent employment relationships afterwards, including a Qatari club, a Chinese club, and a Kuwaiti club. In addition, the sole arbitrator notes that the gross remuneration of the player in accordance with each contract must be deducted from the player's compensation less the agent's commission due in accordance with the Kuwaiti club's employment contract. The sole arbitrator decides that the total compensation amount that the club must pay the player is the original amount less the gross remuneration due by the Qatari club, the Chinese club, and the Kuwaiti club to the player while deducting from the Kuwaiti club gross remuneration the costs that the player incurred in relation the agent's commission when concluding his employment contract.

CAS 2024/A/10441

Jairon Andrés Charcopa Cabezas v.
FC Lugano & FIFA

CAS 2024/A/10442

Liga Deportiva Universitaria de Quito (L.D.U.) v.
FC Lugano & FIFA

Reference number: [CAS 2024/A/10441](#),
[CAS 2024/A/10442](#)

Award date: 2 April 2024

Seat of arbitration: Lausanne, Switzerland



APPELLANT N. 1		RESPONDENT N. 1	
Player Jairon Andrés Charcopa Cabezas	 Ecuador	 Club FC Lugano	 Switzerland
LEGAL TEAM Daniel Mario Crespo Attorney-at-law in Buenos Aires, Argentina		LEGAL TEAM Luca Tettamanti Attorney-at-law in Lugano, Switzerland	
APPELLANT N. 2		RESPONDENT N. 2	
 Club Liga Deportiva Universitaria de Quito (L.D.U.)	 Ecuador	IF Fédération Internationale de Football Association (FIFA),	 Switzerland
LEGAL TEAM Daniel Mario Crespo Attorney-at-law in Buenos Aires, Argentina		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Roberto Nájera Reyes Senior legal counsel	
PANEL			
President. Ernesto Gamboa Morales Attorney-at-law in Bogotá, Colombia		Arbitrator. Miguel Cardenal Carro Professor in Madrid, Spain	Arbitrator. Jordi López Batet Attorney-at-law in Barcelona, Spain

CATEGORY

Employment, Status & Transfer

ISSUES

provisional measure; sanction; termination

RELEVANT RULES & REGULATIONS

CAS Code; art. R37
FIFA RSTP; art. 17 and 18

LANGUAGE

English

KEYWORDS

breach of contract; compensation;
protected period; request for stay

CASELAW CITED

- » **Breach of contract, compensation:** CAS 2008/A/1519 & 1520.
- » **Compensation, calculation:** CAS 2010/A/2145, 2146 & 2147.
- » **Sanction, discretion:** CAS 2017/A/4935; CAS 2016/A/4550; CAS 2020/A/7310.
- » **Request for stay, requirements:** CAS 2001/A/324; CAS 2002/A/378; CAS 2003/O/486; TAS 2004/A/708 & 709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370 & 1376.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Preliminary issue

Did LDU meet the necessary tests for its request for a stay?

Yes, LDU met the irreparable harm test, the likelihood of success test, and the balance of interests test.

Main issue n. 1

Did the player and Lugano terminate the employment agreement due to mutual non-performance? No, the player did not discharge his burden of proof that Lugano had no intention of performing the employment agreement.

Main issue n. 2

Does the compensation meet the proportionality test? Yes, it does.

Main issue n. 3

Does the player's breach of contract warrant a sanction? No, the player does not warrant a sanction for signing with LDU.

Main issue n. 4

Does LDU's signing of the player warrant a sanction? No, LDU does not warrant a sanction for signing the player.

CAS 2024/A/10441

Jairon Andrés Charcopa Cabezas v.
FC Lugano & FIFA

CAS 2024/A/10442

Liga Deportiva Universitaria de
Quito (L.D.U.) v. FC Lugano & FIFA

Before the FIFA Football Tribunal Dispute Resolution Chamber

- / **3 November 2023:** Lugano filed claim
- / **14 February 2024:** FIFA DRC rendered decision
- / **8 March 2024:** FIFA DRC notified grounds

Before the Court of Arbitration for Sport

- / **15 March 2024:** player filed statement of appeal
- / **15 March 2024:** player requested stay
- / **21 March 2024:** LDU filed statement of appeal
- / **21 March 2024:** LDU requested stay
- / **27 March 2024:** proceedings consolidated
- / **3 April 2024:** FIFA filed answer on request for stay
- / **4 April 2024:** Lugano filed answer on request for stay
- / **19 April 2024:** player filed appeal brief
- / **19 April 2024:** LDU filed appeal brief
- / **24 April 2024:** player's request for stay granted
- / **14 May 2024:** panel constituted
- / **30 May 2024:** LDU's request for stay granted
- / **30 May 2024:** Lugano filed answer
- / **8 July 2024:** FIFA filed answer
- / **9 August 2024:** panel decided to hold online hearing
- / **7 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **11 October 2024:** panel issued order on language
- / **25 October 2024:** panel held online hearing
- / **23 April 2025:** panel issued award

Background

The player, Lugano and an Ecuadorian team entered into a contract for the permanent transfer of the player to Lugano on 8 February 2022. On the same date, the player and Lugano signed an employment agreement that would be in force from 1 July 2023. The player and the Ecuadorian club entered an employment agreement on 17 May 2022 valid until 31 December 2023. The Ecuadorian club was relegated to the third division of Ecuadorian football in October 2022 and decided to terminate the player's employment contract in accordance with the *Federación Ecuatoriana de Fútbol* regulations. The player and LDU entered into an employment agreement on 15 January 2023 valid until 30 June 2025. Lugano sent a letter to the player and LDU on 3 February 2023 warning of a potential breach of contract without just cause. Lugano sent another letter to the player and LDU on 13 February 2023. LDU registered the player on 22 February 2023. Lugano sent a third letter to the player and LDU on 3 March 2023, providing the player with flight tickets to Switzerland and informing him that the club had started the process of obtaining a work permit for him. Lugano sent two more letters to the player and LDU.

Lugano sued the player and LDU at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 3 November 2023 requesting compensation and that FIFA impose sanctions on the player and LDU. The FIFA DRC rendered its decision on 14 February 2024, partially accepting Lugano's claim and imposing sanctions on both the player and LDU. The FIFA DRC notified its decision's grounds on 8 March 2024.

The player filed his appeal with CAS requesting that the panel set aside the FIFA DRC decision. LDU filed its appeal with CAS requesting that the panel set aside the FIFA DRC decision. Lugano filed its answer requesting that the panel uphold the FIFA DRC decision. FIFA filed its answer requesting that the panel uphold the FIFA DRC decision.

» CAS 2024/A/10441 Jairon Andrés Charcopa Cabezas v. FC Lugano & FIFA

CAS 2024/A/10442 Liga Deportiva Universitaria de Quito (L.D.U.) v. FC Lugano & FIFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the player is partially upheld; (b) the appeal filed by LDU is partially upheld; (c) the FIFA Football Tribunal Dispute Resolution Chamber decision is amended; (d) the costs of the arbitrations are borne 30% by the player, 30% by LDU, and 40% by FIFA; (e) the player shall pay Lugano a contribution in the amount of CHF 2,500 towards the legal fees and other expenses; and (f) LDU shall pay Lugano a contribution in the amount of CHF 2,500 towards the legal fees and other expenses.

Preliminary issue

The panel reasons that the following factors matter when considering an application for a stay: (i) whether the stay requested is necessary to protect the applicant from irreparable harm; (ii) whether the applicant has reasonable chances to succeed on the merits; and (iii) whether the interests of the applicant outweigh those of the opposite parties and of third parties. The panel reasons that the applicant must demonstrate that the requested stay is necessary to protect its position from damage or risks that would be impossible, or very difficult, to remedy or cancel at a later stage under the irreparable harm test. In addition, the panel reasons that the applicant must demonstrate that its position is not obviously groundless and that it has reasonable chances eventually to win the case under the likelihood of success test. Moreover, the panel reasons that the applicant must demonstrate that the harm or inconvenience it would suffer from the refusal of the requested stay would be comparatively greater than the harm or inconvenience other parties would suffer from the granting of the provisional measures. The panel notes that LDU was at risk of suffering irreparable sporting harm when FIFA prohibited it from signing players for two consecutive transfer periods as it would be at a competitive disadvantage. Moreover, the panel notes that modern football requires teams to strengthen their rosters each season to remain competitive across domestic and continental tournaments regardless of the club's squad depth as well as to replace departing players. The panel notes that LDU was likely to succeed on a *prima facie* basis. Furthermore, the panel notes that LDU would suffer greater harm than Lugano and FIFA if required to comply with the sanction immediately. The panel notes that Lugano is not a direct competitor of LDU and LDU's ability to strengthen its squad in the transfer market does not affect it and that the sporting sanction is independent from the compensation awarded in its favor. The panel notes that FIFA's strong interest in enforcing sporting sanctions would not be affected by postponing its enforcement and that its deterrent effect would not be lost. The panel decides that LDU's request for stay was granted accordingly.

Main issue n. 1

The panel reasons that it must be naturally inferred that there is an implicit and reciprocal intention not to perform the contract from the parties' conduct vis-à-vis the fulfillment of their obligations for it to be deemed terminated due to mutual non-performance. In addition, the panel reasons that a mere reciprocal lack of action is not sufficient. As such, the panel reasons that acts or omissions constituting non-performance must be unequivocal, whether tacit or express, and must reflect a joint or separate intention to abandon the contract. The panel notes that there is no evidence that supports any unequivocal actions or omissions demonstrating that Lugano had no intention of performing the employment contract that it had agreed with the player. In addition, the panel notes that Lugano immediately contacted the player to find a

**CAS 2024/A/10441 Jairon Andrés Charcopa Cabezas v. FC Lugano & FIFA****CAS 2024/A/10442 Liga Deportiva Universitaria de Quito (L.D.U.) v. FC Lugano & FIFA**

solution that would allow him to join the team on the date stipulated in the employment contract upon learning that the player had terminated his contractual relationship with the Ecuadorian club. As such, the panel notes that Lugano did demonstrate an intention to uphold the contract with the player. Moreover, the panel notes that the player and LDU did not inform Lugano of the situation although being in a better position to do so. The panel decides that the player did not discharge his burden of proof that Lugano had no intention of performing the employment agreement.

Main issue n. 2

The panel reasons that the FIFA RSTP art. 17 establishes that the breaching party to a contract must pay compensation. In addition, the panel reasons that the objective criteria established in the FIFA RSTP art. 17 are to be assessed to determine the compensation amount. Moreover, the panel reasons that it is the parties' burden to provide the necessary evidence. The panel notes that the parties did not provide any evidence that supports any deviation from the original compensation defined by the FIFA DRC. The panel decides that the compensation meets the proportionality test and is not excessive.

Main issue n. 3

The panel reasons that an association's imposition of sporting sanctions for breach of contract is grounded in the enhanced protection of contractual stability and the principle of *pacta sunt servanda*. In addition, the panel reasons that the FIFA DRC and arbitral panels retain a degree of discretion when determining whether to apply such sanctions. The panel notes that the player recognizes that he has breached his employment contract with Lugano without just cause. In addition, the panel notes that the contractual scheme and the events occurred around the deal are enough to justify not imposing a sanction on the player, especially as he opted to breach his employment contract with Lugano six months before it was set to commence and within a business structure that inherently placed contractual stability at risk if the player severed his ties with the Ecuadorian club earlier than anticipated. The panel decides that the player does not warrant a sanction for signing with LDU.

Main issue n. 4

The panel reasons that an association's imposition of sporting sanctions for breach of contract is grounded in the enhanced protection of contractual stability and the principle of *pacta sunt servanda*. In addition, the panel reasons that the FIFA DRC and arbitral panels retain a degree of discretion when determining whether to apply such sanctions. Moreover, the panel reasons that the FIFA RSTP art. 17(4) establishes a presumption against the new club. The panel notes that such a presumption is unwarranted given the specific circumstances of the case. In addition, the panel notes that it is unproven that the player had informed LDU that he had signed an employment contract with Lugano. Moreover, the panel notes that the player's employment contract with Lugano was not officially registered yet. As such, the panel notes that LDU was not reasonably able to discover that the player had a contract with Lugano. The panel notes that LDU had fair reasons to believe that the player's contract with the Ecuadorian club had ended due to the club's relegation and that the player was free to join LDU. Furthermore, the panel notes that the player expressly stated that no legal obstacles prevented him from signing the agreement with LDU. The panel decides that LDU does not warrant a sanction for signing the player.

CAS 2020/A/7032

Ben Malango v. Tout Puissant Mazembe

CAS 2020/A/7033

Tout Puissant Mazembe v. Ben Malango, Raja Casablanca & FIFA

CAS 2020/A/7042

Raja Casablanca v. Tout Puissant Mazembe

Reference number: [CAS 2020/A/7032, 7033 & CAS 2020/A/7042](#)

Award date: 24 April 2025

Seat of arbitration: Lausanne, Switzerland



PARTY 01	
Player Ben Malango	 Congo DR
LEGAL TEAM Union des Footballeurs du Congo (UFC) in Kinshasa, Congo DR Dodo Landu Domo Secretary general Morgan Sports Law in Lausanne, Switzerland Mario Flores Chemor Attorney-at-law William Sternheimer Attorney-at-law	

PARTY 02	
 Club Tout Puissant Mazembe (TP Mazembe)	 Congo DR
LEGAL TEAM ALTIUS Lawyers in Brussels, Belgium Sheena Belmans Attorney-at-law	

PARTY 03	
 Club Raja Casablanca	 Morocco
LEGAL TEAM TannuriRibeiro Advogados São Paulo, Brazil Breno Costa Ramos Tannuri Attorney-at-law Somaiah Mandepanda Jaya Attorney-at-law	

PARTY 04	
IF Fédération Internationale de Football Association (FIFA)	 Switzerland
LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Roberto Nájera Reyes Senior legal counsel	

SOLE ARBITRATOR	Ulrich Haas Professor in Zurich, Switzerland, and attorney-at-law in Hamburg, Germany

CATEGORY**Employment, Status & Transfer****ISSUES**

evidence; sanction

RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 24bis

LANGUAGE

English

KEYWORDSdocument authenticity; *locus standi***CASELAW CITED**

- » **Burden of proof, allocation:** SFT 97 II 2016.
- » **Document authenticity, burden of proof:** SFT 4A_197/201; CAS 2020/A/7373.
- » **Locus standi, merits issue:** CAS 2008/A/1639; CAS 2013/A/3047; CAS 2016/A/4602; CAS 2016/A/4836; CAS 2020/A/7356.
- » **Sanction, locus standi:** CAS 2007/A/1359; CAS 2013/A/3444; CAS 2014/A/3489 & 3490; CAS 2014/A/3568; CAS 2016/A/4826; CAS 2019/A/6422.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue n. 1

Do Mazembe and FIFA have *locus standi* in relation to the club's claim requesting that FIFA imposes a sanction on Raja and the player?

No, Mazembe lacks standing to sue and FIFA lacks standing to be sued.

Main issue n. 2

Does Mazembe have the burden of proving the authenticity of the second employment contract?

Yes, Mazembe has the burden of proving its authenticity.

CAS 2020/A/7032

Ben Malango v. Tout Puissant Mazembe

CAS 2020/A/7033

Tout Puissant Mazembe v. Ben Malango, Raja Casablanca & FIFA

CAS 2020/A/7042

Raja Casablanca v. Tout Puissant Mazembe

**Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **3 September 2019:** Mazembe filed claim
- / **21 February 2020:** FIFA DRC rendered decision
- / **14 April 2020:** FIFA DRC notified grounds

Before the Court of Arbitration for Sport

- / **4 May 2020:** player filed statement of appeal in English
- / **15 May 2020:** FIFA renounced intervention on CAS 2020/A/7032
- / **30 April 2020:** Mazembe filed statement of appeal in French
- / **6 May 2020:** FIFA requested exclusion from CAS 2020/A/7033
- / **6 May 2020:** FIFA objected language on CAS 2020/A/7033
- / **8 May 2020:** Raja objected language on CAS 2020/A/7033
- / **5 May 2020:** Raja filed statement of appeal
- / **5 May 2020:** Raja requested evidence on CAS 2020/A/7042
- / **12 May 2020:** proceedings consolidated
- / **13 May 2020:** Raja's request denied
- / **20 May 2020:** player requested evidence
- / **26 May 2020:** Deputy President of the Appeals Arbitration Division decided to appoint sole arbitrator
- / **28 May 2020:** FIFA objected language
- / **28 May 2024:** FIFA objected language
- / **29 May 2020:** Mazembe requested sole arbitrator joint nomination
- / **3 June 2020:** FIFA agreed
- / **3 June 2020:** player agreed

Continued next page

Background

The player and Mazembe signed an employment agreement in 2014. Mazembe loaned out the player to another Congolese club from October 2015 to November 2016. In January 2019, a South African club made a transfer offer for the player, which Mazembe rejected. The player requested on 21 January 2019 to be provided with a copy of his first employment contract, which Mazembe denies. The player requested the intervention of the Union des Footballeurs du Congo on 25 May 2019. UFC requested a copy of the player's first employment contract on 27 May 2019. UFC requested information about the player's contractual situation to Mazembe. Mazembe informed UFC on 8 June 2019 that the player's first employment contract was no longer in force and that a second employment contract had been concluded on 16 December 2016 after the player's return from the loan. The player and Raja note that he had heard about the alleged renewal/extension of his employment relationship for the first time then.

The South African club requested that Mazembe provide it with a third-party ownership declaration regarding the player on 24 June 2019. Mazembe informed the South African club that the player was under a valid contract on 25 June 2019. Mazembe provided the player with a copy of the second employment contract on 28 June 2019. In addition, Mazembe sent the player a flight ticket for his return. The player contested the second employment contract's authenticity on 1 July 2019 and informed Mazembe that he would not return. On the same date, Mazembe reiterated the player's status.

The South African club informed the player that it decided to end contractual negotiations on 17 July 2019, and informed Mazembe. In August 2019, Raja displayed interest in the player. Raja and Mazembe exchanged communications. The player and Raja entered into an employment agreement on 15 August 2019. The FIFA Football Tribunal Players' Status Chamber issued a decision on 20 September 2019 that granted the player's provisional registration with Raja.

Mazembe sued the player and Raja at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 3 September 2019 requesting compensation. The FIFA DRC rendered its decision on 21 February 2020, partially accepting Mazembe's claim. The FIFA DRC notified its decision's grounds on 14 April 2020.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. Mazembe filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision and impose sanctions on the player and on Raja. Raja filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. FIFA filed its answer requesting that the sole arbitrator uphold the FIFA DRC decision.

CAS 2020/A/7032

CAS 2020/A/7033

CAS 2020/A/7042

Continued: before the Court of Arbitration for Sport

- / **4 June 2020:** Deputy President of the Appeals Arbitration Division decided English language
- / **16 June 2020:** player filed appeal brief
- / **16 June 2020:** player requested evidence
- / **23 June 2020:** Raja requested evidence
- / **24 June 2020:** Raja's request denied
- / **23 July 2020:** Mazembe filed appeal brief
- / **27 July 2020:** Raja filed appeal brief
- / **4 August 2020:** player refiled evidence
- / **17 September 2020:** FIFA filed answer
- / **5 October 2020:** Mazembe filed answer
- / **5 October 2020:** Mazembe requested evidence exclusion
- / **5 October 2020:** Raja filed answer
- / **6 October 2020:** player filed answer
- / **6 October 2020:** player requested evidence
- / **6 October 2020:** Deputy President of the Appeals Arbitration Division appointed sole arbitrator
- / **7 October 2020:** Mazembe objected to player's answer admissibility
- / **16 October 2020:** player commented
- / **19 October 2020:** Raja commented
- / **20 October 2020:** sole arbitrator ordered FIFA to produce evidence
- / **20 October 2020:** sole arbitrator granted Mazembe's objection
- / **26 October 2020:** Raja filed new evidence
- / **27 October 2020:** *ad hoc* clerk appointed
- / **18 November 2020:** sole arbitrator provided experts pool to parties
- / **18 November 2020:** FIFA did not object
- / **20 November 2020:** player did not object
- / **25 November 2020:** Mazembe did not object
- / **25 November 2020:** Raja did not object
- / **15 December 2020:** sole arbitrator appointed expert
- / **15 December 2020:** sole arbitrator ordered player to provide signature samples
- / **15 December 2020:** sole arbitrator ordered Raja to provide signature samples
- / **22 January 2021:** player provided signature samples
- / **8 February 2021:** sole arbitrator invited parties to comment on questions to expert
- / **10 February 2021:** player filed comment and requested further question
- / **11 February 2021:** Mazembe filed comment and objected to some questions
- / **12 February 2021:** Raja filed comment and requested further analysis
- / **23 February 2021:** sole arbitrator denied Mazembe's objection
- / **23 February 2021:** sole arbitrator denied player's request
- / **23 February 2021:** sole arbitrator partially accepted Raja's request
- / **23 February 2021:** sole arbitrator invited Raja to produce evidence
- / **2 March 2021:** Raja filed evidence
- / **20 April 2021:** sole arbitrator sent expert evidence and questions
- / **30 August 2021:** sole arbitrator invited player to answer expert's follow-up questions
- / **1 September 2021:** player provided answer
- / **8 November 2021:** expert provided report
- / **20 December 2021:** FIFA filed comments
- / **20 December 2021:** player filed comments
- / **22 December 2021:** Raja filed comments
- / **23 December 2021:** Mazembe filed comments
- / **23 December 2021:** Mazembe objected report's conclusion
- / **23 December 2021:** Mazembe requested new report
- / **17 January 2022:** Raja objected
- / **18 January 2022:** Mazembe filed comments
- / **22 March 2022:** sole arbitrator provided direction to the parties
- / **25 March 2022:** Mazembe filed comments
- / **25 March 2022:** Mazembe accepted new report's burden
- / **10 October 2022:** sole arbitrator invited parties to comment on questions to expert
- / **18 October 2022:** sole arbitrator sent expert evidence and questions
- / **5 April 2022:** expert provided new report
- / **25 April 2023:** FIFA filed comments
- / **2 May 2023:** Mazembe filed comments
- / **2 May 2023:** Mazembe objected report's conclusion
- / **2 May 2023:** Mazembe requested to produce new evidence with other experts
- / **4 May 2023:** player objected
- / **4 May 2023:** Raja objected
- / **8 May 2023:** request denied
- / **8 May 2023:** Mazembe filed comments
- / **8 May 2023:** Raja filed comments
- / **8 May 2023:** player filed comments
- / **14 June 2023:** sole arbitrator decided to hold hearing
- / **14 June 2023:** *ad hoc* clerk stepped down
- / **31 October 2023:** CAS Court Office forwarded order of procedure to the parties
- / **8 November 2023:** sole arbitrator held hybrid hearing
- / **8 November 2023:** proceeding suspended for settlement negotiations
- / **15 December 2023:** player informed parties unable to reach agreement
- / **24 April 2025:** sole arbitrator issued award

» CAS 2020/A/7032 Ben Malango v. Tout Puissant Mazembe

CAS 2020/A/7033 Tout Puissant Mazembe v. Ben Malango, Raja Casablanca & FIFA

CAS 2020/A/7042 Raja Casablanca v. Tout Puissant Mazembe

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Mazembe is dismissed; (b) the appeal filed by the player is upheld; (c) and Raja is upheld; (d) the FIFA Football Tribunal Dispute Resolution Chamber decision is set aside; (e) the costs of the arbitrations are borne by the Mazembe; and (f) the Mazembe shall pay the player and Raja a contribution in the amount of CHF 7,000 towards the legal fees and other expenses.

Main issue n. 1

The sole arbitrator reasons that an indirect member of an association has no standing to request that sporting sanctions be imposed on other indirect members. In addition, the sole arbitrator reasons that the association has sole discretion to decide on the imposition of sporting sanctions. The sole arbitrator notes that Mazembe is an indirect member of FIFA. In addition, the sole arbitrator notes that the FIFA RSTP does not recognize the possibility for a club to bring a claim against FIFA to order it to impose a sanction. The sole arbitrator decides that Mazembe lacks standing to sue. Moreover, the sole arbitrator decides that FIFA lacks standing to be sued.

Main issue n. 2

The sole arbitrator reasons that a party may not simply object to the authenticity of a document to rebut its presumption of authenticity. In addition, the sole arbitrator reasons that the disputing party must offer sufficient reasons to cast doubt on the authenticity of the document. As such, the sole arbitrator reasons that a mere blanket, unsubstantiated denial is not sufficient. The sole arbitrator reasons that the opposing party carries the burden to prove the authenticity of the document only when the disputing party rebuts the presumption of authenticity by offering sufficient and substantiated reasons to cast doubt on the document's authenticity. The sole arbitrator notes that the expert reports raise significant and substantiated concerns regarding the authenticity and integrity of the second employment contract between Mazembe and the player. In addition, the sole arbitrator notes that Mazembe did not discharge its burden of proving its authenticity and integrity to the comfortable satisfaction. The sole arbitrator decides that Mazembe has the burden of proving the authenticity of the second employment contract, which it failed to discharge.

CAS 2024/A/10598**Bojan Saranov v.
PAE PAS Lamia 1964**Reference number: [CAS 2024/A/10598](#)

Award date: 29 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Player Bojan Saranov	 Serbia	 Club PAE PAS Lamia 1964	 Greece
LEGAL TEAM Tomislav Kasalo Attorney-at-law in Split, Croatia Hrvoje Raić Attorney-at-law in Split, Croatia		LEGAL TEAM Chrissa Sevastopoulou Attorney-at-law in Athens, Greece	
SOLE ARBITRATOR		Maite Nadal Charco Attorney-at-law in Madrid, Spain	

CATEGORY**Employment, Status & Transfer****ISSUES**

proportionality

RELEVANT RULES & REGULATIONS

SCO; art 18(I), 160, 163

LANGUAGE

English

KEYWORDS

breach of contract; contractual penalty

CASELAW CITED

- » **Contractual interpretation, parties' intention:** SFT 127 III 444; CAS 2016/A/4379; CAS 2017/A/5172.
- » **De novo review, scope:** CAS 2019/A/6665.
- » **Freedom of contract, contractual penalty:** SFT 4C.5/2003; ATF 133 II 43; ATF 114 II 264; ATF 103 II 135; ATF 82 II 43; CAS 2015/A/4057; CAS 2017/A/5301; CAS 2017/A/5304; CAS 2017/A/5046; CAS 2018/A/5697; CAS 2022/A/9129.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue**Does the penalty clause meet the proportionality?**

Yes, the penalty clause agreed by the parties meets proportionality test.

CAS 2024/A/10598**Bojan Saranov v.
PAE PAS Lamia 1964****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **12 February 2024:** player filed claim
- / **18 April 2024:** FIFA DRC rendered decision
- / **30 April 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **20 May 2024:** player filed statement of appeal
- / **2 June 2024:** FIFA renounced intervention
- / **24 August 2024:** player filed appeal brief
- / **18 October 2024:** club filed answer
- / **28 October 2024:** player requested hearing
- / **29 October 2024:** club requested hearing
- / **23 December 2024:** sole arbitrator appointed
- / **31 December 2024:** sole arbitrator decided not to hold hearing
- / **9 January 2024:** CAS Court Office forwarded order of procedure to the parties
- / **29 April 2025:** sole arbitrator issued award

Background

The parties signed an employment agreement on 13 July 2022. The parties concluded a payment agreement on 31 March 2023 to settle the outstanding amounts the club owed the player. The parties agreed to a termination agreement on 5 April 2024 that further settled the outstanding amounts the club owed the player. The player received partial amounts on 26 January 2024. On the same date, the player sent a default notice to the club. The player has not joined any new club prior to 16 February 2024, when it signed with a Serbian club.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 12 February 2024 requesting outstanding amounts and a penalty clause. The FIFA DRC issued its decision on 18 April 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 30 April 2024.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The club filed its answer requesting that the sole arbitrator uphold the FIFA DRC decision.

» CAS 2024/A/10598 Bojan Saranov v. PAE PAS Lamia 1964

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is upheld; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is amended; (c) the costs of the arbitration are borne by the club; and (d) the club shall pay the player a contribution in the amount of CHF 2,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that SCO art. 163(I) provides that parties may freely determine the amount of a contractual penalty as long as it is proportional. As such, the sole arbitrator reasons that a contractual penalty deemed excessive must be reduced. In addition, the sole arbitrator reasons that a penalty clause must contain the following necessary elements: (i) the parties bound by it; (ii) the kind of penalty; (c) the conditions for its triggering; and (d) its measure is identified. Moreover, the sole arbitrator reasons that Swiss law does not provide an exact definition of when a penalty shall be considered abusive or excessive. However, the sole arbitrator reasons that the SFT has considered that a penalty clause is considered abusive when its amount is unreasonable and clearly exceeds the admissible amount in consideration of the principles of justice and equity. The sole arbitrator notes that the parties agreed to the penalty clause contained in the termination agreement. In addition, the sole arbitrator notes that she considers relevant the fact that the parties included the penalty clause as a deterrent to ensure that the club would pay the agreed amounts to the player following its, at least, previous partial non-compliance of two earlier agreements. The sole arbitrator decides that the contractual penalty clause meets the proportionality test.

CAS 2023/A/10157**Galatasaray A.S. v.
El Zamalek**Reference number: [CAS 2023/A/10157](#)

Award date: 12 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Club**
Galatasaray A.S.

Türkiye

LEGAL TEAM

Petek Akyüz Arslan | Attorney-at-law in Istanbul, Türkiye
Süleyman Anil Özgüç | Attorney-at-law in Split, Croatia
Tuncer Özgür Kiliç | attorney-at-law in Istanbul, Türkiye
Juan de Dios Crespo Pérez | Attorney-at-law in Valencia, Spain

RESPONDENT**Club**
El Zamalek

Egypt

LEGAL TEAM

Salvatore Civale | Attorney-at-law in Nocera Inferiore, Italy
Roberto Terenzio | Attorney-at-law in Nocera Inferiore, Italy

SOLE ARBITRATOR**Espen Auberg** | Attorney-at-law in Oslo, Norway**CATEGORY****Employment, Status & Transfer****ISSUES**

transfer

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. Jan.21; annexe 5/arts. 1.1 & 2
 SCO; arts. 18 & 73

LANGUAGE

English

KEYWORDS

breach of contract; deduction; interest rate;
 solidarity mechanism

CASELAW CITED

- » **Contractual interpretation, parties' intention:** CAS 2005/A/871; CAS 2021/A/7909.
- » **Solidarity mechanism, releasing club's burden:** CAS 2018/A/5950.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue

Is Galatasaray entitled to deduct solidarity contribution from the agreed fees?
 Yes, Galatasaray is entitled to deduct solidarity contribution from the agreed fees.

CAS 2023/A/10157**Galatasaray A.S. v.
El Zamalek****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **14 December 2022:** Zamalek filed claim
- / **2 August 2023:** FIFA DRC rendered decision
- / **1 November 2023:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **21 November 2023:** Galatasaray filed statement of appeal
- / **11 December 2023:** Galatasaray filed appeal brief
- / **3 April 2024:** Zamalek filed answer
- / **4 April 2024:** sole arbitrator appointed
- / **19 April 2024:** sole arbitrator decided to hold in-person hearing
- / **22 April 2024:** CAS Court Office forwarded order of procedure to the parties
- / **11 June 2024:** sole arbitrator held hybrid hearing
- / **12 May 2025:** sole arbitrator issued award

Background

The parties signed a loan agreement with an option to buy on 28 January 2021. Galatasaray paid the loan fee to Zamalek on 3 February 2021. Zamalek sent an email to Galatasaray on 9 March 2021, requesting that Galatasaray pay the outstanding balance. Galatasaray paid to Zamalek on 15 March 2021. Galatasaray exercised the option to buy on 23 December 2021. Galatasaray paid to Zamalek the transfer fee on 7 July 2022. Galatasaray sent a letter to Zamalek on 8 July 2022 stating that it had deducted 5% of the transfer fee as solidarity contribution. Zamalek's representative sent a letter to Galatasaray on 20 July 2022 objecting and requesting that Galatasaray pay the outstanding balance.

Zamalek sued Galatasaray at the FIFA Football Tribunal Dispute Resolution Chamber on 14 December 2022, requesting solidarity contribution payment. The FIFA DRC issued its decision on 2 August 2023, accepting Zamalek's claim. The FIFA DRC notified its decision's grounds on 1 November 2023.

Galatasaray filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. Zamalek filed its answer requesting that the sole arbitrator uphold the FIFA DRC decision.

» CAS 2023/A/10157 Galatasaray A.S. El Zamalek

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Galatasaray is partially upheld; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is amended; (c) the costs of the arbitration are borne 50% by each club; and (d) each party shall bear its own legal fees and other expenses.

Main issue

The sole arbitrator reasons that it is the responsibility of the new club to deduct 5% from the total amount of transfer fee to be paid to his former club as solidarity contribution and to distribute it to the clubs involved in the player's training and education. However, the sole arbitrator reasons that the parties to a transfer agreement may agree that the buying club shall pay solidarity contribution in addition to the agreed transfer fees. The sole arbitrator notes that Zamalek failed to discharge its burden of proof that it and Galatasaray had agreed to deviate from the established regulatory default based. The sole arbitrator decides that Galatasaray is entitled to deduct solidarity contribution from the agreed fees.

CAS 2024/A/10602**PAS Lamia 1964 FC v.
Stefan Ashkovski**Reference number: [CAS 2024/A/10602](#)

Award date: 12 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

PAS Lamia 1964 FC

Greece

LEGAL TEAM**Zemberis** | in Athens, Greece**Markezinis** | in Athens, Greece**Lambrou & Associates Law Firm** | in Athens, Greece**Konstantinos Zemberis** | Attorney-at-law**RESPONDENT**

Player

Stefan Ashkovski

Bulgaria

LEGAL TEAM**SILA International Lawyers** | in Sofia, Bulgaria**Georgi Gradev** | Attorney-at-law**Marton Kiss** | Attorney-at-law**SOLE
ARBITRATOR****Hendrik Willem Kesler**

Attorney-at-law in Enschede, the Netherlands

AD HOC CLERK**Dennis Koolaad**

Attorney-at-law in Amsterdam, The Nether

CATEGORY**Employment, Status & Transfer****ISSUES**

termination

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. May.23; arts. 14 & 17

LANGUAGE

English

KEYWORDSbreach of contract; compensation; just
cause**CASELAW CITED**» **Termination, just cause:** CAS
2006/A/1180; CAS 2021/A/7714; CAS
2022/A/8963.**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue**Did the player have just cause to an early termination of his employment contract?**

Yes, the player had just cause to terminate his employment contract early.

CAS 2024/A/10602

PAS Lamia 1964 FC v.
Stefan Ashkovski

**Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **13 October 2023:** player filed claim
- / **Unknown:** club filed counterclaim
- / **7 March 2024:** FIFA DRC rendered decision
- / **Unknown:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **14 May 2024:** club filed statement of appeal
- / **3 June 2024:** FIFA renounced intervention
- / **11 July 2024:** club filed appeal brief
- / **7 November 2024:** player filed answer
- / **25 November 2024:** sole arbitrator appointed
- / **28 November 2024:** *ad hoc* clerk appointed
- / **5 December 2024:** sole arbitrator decided to hold online hearing
- / **December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **16 January 2024:** sole arbitrator held online hearing
- / **12 May 2025:** sole arbitrator issued award

Background

The parties signed an employment agreement on 31 August 2022. The club's head coach informed the player that he would not be his first or second choice for his position in the 2023/24 football season. The player and the club's director engaged in conversation on a messaging application on 24 June 2023, in which the club's director encouraged the player to seek opportunities elsewhere. The player replied on 1 July 2023 stating that he had a valid employment contract and did not wish to train alone. The club informed the player on 10 July 2023 that he would train with a separate small training group until 16 July 2023. The player's counsel put the club in default on 14 July 2023 and requested the player's reinstatement in the first team. The club paid the player on 15 July 2023. The club extended the player's separate training sessions on 16 July 2023 until 23 July 2023. The club indicated on 19 July 2023 that it would pay outstanding remuneration by 31 July 2023. The player's counsel replied on the same day, requesting the club's clarifications regarding the player's status. The club paid the player on 23 July 2023. On the same date, the club informed the player that he had to undergo ergonomic tests on 24 July 2023, and he would be informed about the training schedule for the following days after 26 July 2023. The club replied to the player's counsel letter on 24 July 2023. On the same date, the player's counsel indicated that he considered the club's behaviour abusive and a material breach of contract, requesting that the player be reinstated to the first team otherwise he reserved the right to terminate his employment contract for cause. The club extended the player's separate training sessions on 26 July 2023 until 31 July 2023. On the same date, the player's counsel gave the club final notice. The player's ergometric test report evaluated the player's aptitude on 30 July 2023. The club paid the player on 31 July 2023, partially settling the amount noted on the player's default notice. On the same date, the club explained the reasons for its partial payment. The player's counsel requested on 1 August 2023 that the club reinstate the player to the first team. Although debated in which capacity, the player attended first team training on 2 August 2023. On the same date, the player's counsel informed the club that the player terminated his employment contract for cause. On the same date, the club replied and objected to the player's and his counsel's views. The club paid the player his July 2023 salary on 11 August 2023. The player signed an employment contract with a Serbian football club on 25 September 2023.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 13 October 2023, requesting compensation. The club filed a counterclaim, arguing that the player did not have just cause to terminate his employment contract. The FIFA DRC rendered its decision on 7 March 2024, partially accepting the player's claim and rejecting the club's claim. Later, the FIFA DRC notified its decision's grounds.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The player filed his answer requesting that the sole arbitrator uphold the FIFA DRC decision.

» CAS 2024/A/10602 PAS Lamia 1964 FC v. Stefan Ashkovski

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is amended; (c) the costs of the arbitration are borne 95% by the club and 5% by the player; and (d) the club shall pay the player a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that the FIFA RSTP art. 14 provides general grounds for termination of an employment contract, including terminating a contract for: (i) abusive conduct aimed at forcing the counterparty to terminate or change the terms of the contract; (ii) outstanding salaries; and (iii) sporting just cause. As such, the sole arbitrator reasons that he must consider whether it would not be reasonably expected from the counterparty to continue the employment relationship. The sole arbitrator notes that the following elements are relevant: (i) the club excluded the player from first team training; (ii) the club owed the player outstanding salaries; and (iii) the player duly warned the club. In addition, the sole arbitrator notes that these elements considered together clearly establish that the club wanted to get rid of the player, pressuring him to terminate his employment contract and/or forcing him to transfer to another club. As such, the sole arbitrator notes that this results in a serious breach of confidence. The sole arbitrator notes that the club cannot reasonably expect the player to continue his employment relationship. The sole arbitrator decides that the player had just cause to an early termination of his employment contract.

CAS 2024/A/10816

Saado Abdelsalam Fouflias v.
Ismaily SC

Reference number: [CAS 2024/A/10816](#)

Award date: 20 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Player Saado Abdelsalam Fouflias	 Greece	 Club Ismaily SC	 Egypt
LEGAL TEAM FIFPRO in Hoofddorp, The Netherlands Bárbara Monzerrat Meré Carrión Attorney-at-law Morgan Sports Law in London, United Kingdom Nick Williams Attorney-at-law Sam Kasoulis Attorney-at-law Marko Lavs Attorney-at-law		LEGAL TEAM INLAW in Neuchatel, Switzerland Alexandre Zen-Ruffinen Attorney-at-law Emilie Weible Attorney-at-law	
SOLE ARBITRATOR		Andrew Mercer United Kingdom	

CATEGORY

Employment, Status & Transfer

ISSUES

employment relation

RELEVANT RULES & REGULATIONS

None

LANGUAGE

English

KEYWORDS

employment offer; *essentialia negotii*

CASELAW CITED

» Employment contract, *essentialia negotii*: CAS 2015/A/3953 & 3954.



ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue

Did the club offer the player a valid and binding employment contract?

No, the club did not offer the player a valid and binding employment contract.

CAS 2024/A/10816**Saado Abdelsalam Fouflias v.
Ismaily SC****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **3 January 2024:** player filed claim
- / **6 June 2024:** FIFA DRC rendered decision
- / **5 August 2025:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **20 August 2024:** player filed statement of appeal
- / **14 September 2024:** player filed appeal brief
- / **27 September 2024:** legal aid granted
- / **30 October 2024:** sole arbitrator appointed
- / **7 November 2024:** club filed answer
- / **7 November 2024:** club requested evidence production during hearing
- / **25 November 2024:** sole arbitrator decided to hold hearing
- / **December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **18 December 2024:** player requested evidence production
- / **6 January 2025:** club filed evidence
- / **6 January 2025:** club filed submission
- / **7 January 2025:** player filed comments
- / **16 January 2025:** player requested evidence production
- / **21 January 2025:** club objected
- / **22 January 2025:** sole arbitrator held online hearing
- / **20 May 2025:** sole arbitrator issued award

Background

The player travelled from Greece to Egypt on 23 December 2022. The player's agent arranged his flight and the player himself paid for his flight ticket. The player participated in trials with clubs in Egypt in January 2023, including the club on 16 January 2023. In January and February 2023, the player attended training sessions of the club and played for the club in several friendly matches. It is disputed whether the club offered an employment contract to the player. On 16 February 2023, the club entered instructions into the FIFA TMS in respect of the player, including details regarding the player's employment contract with the club, such as starting date, end date, and total remuneration. On 1 March 2023, the player deemed the disputed contract terminated. On 6 March 2023, the player left Egypt and returned to Greece. On 25 October 2023, the player sent a default notice to the club.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 3 January 2024. On 6 June 2024, the FIFA DRC rendered its decision, dismissing the player's claim. On 5 August 2024, the FIFA DRC notified its decision's grounds.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The club filed its answer requesting that the sole arbitrator uphold the FIFA DRC decision.

» CAS 2024/A/10816 Saado Abdelsalam Fouflias v. Ismaily SC

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is dismissed; and (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is confirmed.

Main issue

The sole arbitrator reasons that the analysis regarding whether a club offered a player a valid and binding employment contract requires a review of the conduct and behavior of the parties. The sole arbitrator notes that the parties conduct do not show mutual intent to conclude an employment contract. The sole arbitrator decides that the club did not offer the player a valid and binding employment contract.

CAS 2023/A/9686**FC Krasnodar v. Erik Botheim and
FC Salernitana 1919 S.R.L.**Reference number: [CAS 2023/A/9686](#)

Award date: 21 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N. 1	
 Club FC Krasnodar	 Russia	Player Erik Botheim	 Norway
LEGAL TEAM Mikhail Prokopets Attorney-at-law in Moscow, Russia Sergey Lysenko Attorney-at-law in Moscow, Russia Daria Lukienko Attorney-at-law in Moscow, Russia		LEGAL TEAM Matthew Bennett Attorney-at-law in Manchester, United Kingdom Jennifer Norris Attorney-at-law in Manchester, United Kingdom Robert Danvers Attorney-at-law in Manchester, United Kingdom	
PANEL		RESPONDENT N. 2	
President. Ulrich Haas Professor in Zurich, Switzerland, attorney-at-law in Hamburg, Germany		 Club FC Salernitana 1919 S.R.L.	 Italy
Arbitrator. Michele A. R. Bernasconi Attorney-at-law in Zurich, Switzerland		LEGAL TEAM Salvatore Civale Attorney-at-law in Naples, Italy Eduardo Chiacchio Attorney-at-law in Naples, Italy Francesco Fimmanò Attorney-at-law in Naples, Italy Salvatore Sica Attorney-at-law in Naples, Italy Elena Raccagni Attorney-at-law in Naples, Italy Roberto Terenzio Attorney-at-law in Naples, Italy	
Arbitrator. Manfred Peter Nan Attorney-at-law in Amsterdam, The Netherlands			

CATEGORY**Employment, Status & Transfer****ISSUES**

compensation; termination

RELEVANT RULES & REGULATIONS

CAS CODE; ART. R57
 FIFA RSTP; ART. 17(I)
 FIFA RSTP, ANNEXE 7. ART. 3
 SCO; ARTS. 18, 82, 163, 324, 337 & 337B

LANGUAGE

English

KEYWORDS

breach of contract; joint liability; just cause

**CASELAW CITED**

- » **Creditor default, objective reasons:** ATF 63 II 226; ATF 44 II 407; ATF 124 III 346; SFT 4A_53/2023.
- » **De novo review, scope:** CAS 2007/A/1396 & 1402; CAS 2014/A/3523; CAS 2016/A/4387; CAS 2016/A/4859; CAS 2017/A/5090; CAS 2017/A/5256.
- » **Employment relationship, withheld performance:** ATF 136 III 313; ATF 120 II 209.
- » **Res judicata, association:** CAS 2023/A/9404.
- » **Res judicata, scope:** ATF 144 I 11.
- » **Termination, mutual fault:** CAS 2020/A/7262.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue

Did the player terminate his employment contract for just cause?
 The player terminated his employment contract without just cause.

CAS 2023/A/9686**FC Krasnodar v. Erik Botheim and
FC Salernitana 1919 S.R.L.****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **24 June 2022:** player filed claim
- / **5 July 2022:** Krasnodar filed claim
- / **22 July 2022:** proceedings consolidated
- / **26 July 2022:** FIFA DRC notified Salernitana
- / **1 February 2023:** FIFA DRC rendered decision
- / **8 May 2023:** FIFA DCR notified grounds

Before the Court of Arbitration for Sport

- / **29 May 2023:** Krasnodar filed statement of appeal
- / **12 June 2023:** FIFA renounced intervention
- / **11 July 2023:** Krasnodar filed appeal brief
- / **21 August 2023:** player filed answer
- / **21 August 2023:** player requested evidence production
- / **21 August 2023:** Salernitana filed answer
- / **22 August 2023:** panel constituted
- / **12 September 2023:** panel decided to hold in-person hearing
- / **18 September 2023:** Krasnodar objected to evidence production
- / **15 November 2023:** panel invited comments on evidence production during hearing
- / **17-20 November 2023:** parties filed comments
- / **23 November 2023:** CAS Court Office forwarded order of procedure to the parties
- / **19 December 2023:** panel held hybrid hearing
- / **2 February 2024:** Salernitana filed submission
- / **2 February 2024:** Salernitana filed redacted new evidence

Continued next page**Background**

On 22 December 2021, the player and Krasnodar signed an employment agreement after his transfer from a Norwegian club. On 24 February 2022, Russia invaded Ukraine. On 27 February 2022, the Norwegian Ministry of Foreign Affairs advised against all travel to Russia. On 28 February 2022, FIFA issued an official media release informing the suspension of Russian clubs from FIFA and UEFA competitions. On 2 March 2022, the Krasnodar officials met with Krasnodar foreign players. Between 2 and 3 March 2022, Krasnodar and the foreign players exchanged WhatsApp communications related to travel arrangements for them to leave Russia. On 3 March 2022, the player departed Russia. On the same date, the player received a document from Krasnodar for signing, which the player did not do. On 7 March 2022, FIFA issued its amendment to the FIFA RSTP that included annexe 7. On 8 March 2022, the player sent a default notice to Krasnodar. On 31 March 2022, the player sent a second default notice to Krasnodar. On 5 April 2022, Krasnodar reminded the player that the player left Russia in his own will, that the player decided not to perform his contractual obligations, and that the player opted not to suspend his contract in accordance with the FIFA RSTP annexe 7. On 6 April 2022, the player replied to Krasnodar, informing it that he did not wish to maintain the employment contract in accordance with the FIFA RSTP annexe 7. On 7 April 2022, the club reiterated its position. On 20 and 26 April 2022, the player sent further letters to the club, requesting the payment of the outstanding amounts. On 6 May 2022, Krasnodar sent a default notice to the player. On 17 May 2022, the player sent a termination notice to Krasnodar. On 26 May 2022, Krasnodar paid the player a fixed amount. On 4 July 2022, the player and Salernitana signed an employment agreement. On 7 July 2022, Salernitana uploaded the transfer documents on the FIFA TMS, requesting the issuance of the international transfer certificate. On 8 July 2022, the Football Union of Russia delivered the ITC issued in favor of the Federazione Italiana Giuoco Calcio and included an assertion that the player had fully fulfilled his obligations towards both his former club and FUR.

The player sued Krasnodar at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 24 June 2022, requesting compensation. Krasnodar sued the player at the FIFA DRC for breach of contract on 5 July 2022, requesting compensation. The FIFA DRC consolidated the proceedings on 22 July 2022. The FIFA DRC provided the case file to Salernitana, inviting the Italian club to submit its position. The FIFA DRC rendered its decision on 1 February 2023, partially accepting the player's claim and dismissing Krasnodar's claim. The FIFA DRC notified its decision's grounds on 8 May 2023.

Krasnodar filed its appeal with CAS requesting that the panel set aside the FIFA DRC decision on 29 May 2023. The player and Salernitana filed their respective answers requesting that the panel uphold the FIFA DRC decision on 21 August 2023. The player transferred from Salernitana to a Swedish club in January-February 2024.

CAS 2023/A/9686

Continued: before the Court of Arbitration for Sport

- / **9 February 2024:** Krasnodar objected
- / **26 February 2024:** Salernitana filed non-redacted new evidence
- / **27 February 2024:** player filed new evidence
- / **6 March 2024:** Krasnodar filed comments
- / **4 July 2024:** Salernitana challenged arbitrator
- / **5 July 2024:** arbitrator filed comments
- / **12 July 2024:** Krasnodar filed comments
- / **12 July 2024:** player filed comments
- / **17 July 2024:** Salernitana reiterated challenge
- / **3 December 2024:** ICAS challenge Commission issued decision
- / **3 December 2024:** Krasnodar-appointed arbitrator removed
- / **6 December 2024:** Krasnodar requested hearing recording
- / **10 December 2024:** Krasnodar nominated another arbitrator
- / **20 December 2024:** panel constituted
- / **25 December 2024:** Krasnodar filed submission
- / **7 January 2025:** Salernitana requested post-hearing briefs
- / **8 January 2025:** player filed submission
- / **10 January 2025:** panel invited comments on ECJ C-650/2022
- / **24 January 2025:** parties filed comments
- / **24 January 2025:** panel invited comments hearing on ECJ C-650/2022
- / **31 January 2025:** panel decided to hold online hearing on 28 February 2025
- / **4 February 2025:** Salernitana requested start time change
- / **6 February 2025:** request granted
- / **13 February 2025:** Krasnodar request hearing postponement
- / **14 February 2025:** request granted
- / **14 February 2025:** panel suggested 9 April 2025 hearing
- / **18 February 2025:** panel confirmed hearing date
- / **7 April 2025:** Krasnodar filed new evidence
- / **9 April 2025:** panel held online hearing
- / **21 May 2025:** panel issued award

» CAS 2023/A/9686 FC Krasnodar v. Erik Botheim and FC Salernitana 1919 S.R.L.

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Krasnodar is partially upheld; and (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is amended.

Main issue

The panel reasons that the starting point to determine the extent of the binding effects relating to the principles of *res judicata* is the request filed by the party on the one hand and the conclusions of the adjudicatory body on the other hand. In addition, the panel reasons that the reasons of the decision may be considered to fully understand and interpret its conclusions. The panel notes that the FIFA DRC decision emphasizes that the player and the club contributed to the employment relationship's end and the employment contract's termination. As such, the panel notes that the FIFA DRC decision dismissed the player's claim that he had terminated the employment contract with just cause. The panel decides that the player terminated his employment contract without just cause.

CAS 2024/A/10694**JSC FC Lokomotiv v.
FC Mariupol**Reference number: [CAS 2024/A/10694](#)

Award date: 22 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

JSC FC Lokomotiv

Russia

LEGAL TEAM**Vladimir Leonchenko** | Attorney-at-law in Moscow, Russia**RESPONDENT**

Club

FC Mariupol

Ukraine

LEGAL TEAM**Jan Schweele** | Attorney-at-law in Lisbon, Portugal**SOLE ARBITRATOR****Oliver Jaberg** | Attorney-at-law in Aarau, Switzerland**CATEGORY****Employment, Status & Transfer****ISSUES**

training rewards

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. Aug.21; art. 1/annexe 4

LANGUAGE

English

KEYWORDStraining compensation; training period;
waiver**CASELAW CITED**

- » **Evidence, panel's discretion:** CAS 2021/A/7912; CAS 2023/A/9730.
- » **Training compensation, training period:** CAS 2018/A/5513.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue**Is Mariupol entitled to training compensation?**

Yes, Mariupol is entitled to training compensation.

CAS 2024/A/10694JSC FC Lokomotiv v.
FC Mariupol**Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **27 January 2023:** Mariupol filed claim
- / **4 September 2023:** FIFA DRC rendered decision
- / **6 June 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **27 June 2024:** Lokomotiv filed statement of appeal
- / **7 July 2024:** Lokomotiv filed appeal brief
- / **19 July 2024:** Lokomotiv filed new evidence
- / **17 September 2024:** Mariupol filed answer
- / **18 September 2024:** sole arbitrator appointed
- / **25 September 2024:** Lokomotiv filed evidence translation
- / **27 September 2024:** Mariupol objected
- / **21 November 2024:** sole arbitrator decided not to hold hearing
- / **11 December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **22 May 2025:** sole arbitrator issued award

Background

On 11 February 2021, Mariupol and another Ukrainian club entered into a loan agreement regarding a player born 12 March 2003. The player's first loan agreement expired on 30 June 2021 and included a clause that Mariupol waived in favor of the other Ukrainian club its right to claim training compensation from any new club for training the player for the period of his training at Mariupol. On 30 July 2021, Mariupol and the other Ukrainian club entered into another loan agreement regarding the player and included an identical clause. On 16 December 2021, Lokomotiv and the other Ukrainian club concluded a transfer agreement regarding the permanent transfer of the player to Lokomotiv that included training compensation on the transfer fee agreed upon by the clubs, which registered the player on 10 January 2022.

Mariupol sued Lokomotiv at the FIFA Football Tribunal Dispute Resolution Chamber on 27 January 2023, requesting training compensation for the player's transfer from another Ukrainian club to Lokomotiv. Lokomotiv filed its response on 5 April 2023, contesting Mariupol's entitlement by claiming that the player ended his training period before the transfer to Lokomotiv and that Mariupol had waived any claims for training compensation. The FIFA DRC issued its decision on 4 September 2023, accepting Mariupol's claim by concluding that the player had not ended his training period before the age of 21 and that the training club cannot waive the responsibility to pay training compensation incumbent on the registering club in a clause included in a loan agreement between the training club and the player's former club. In addition, the FIFA DRC notified its decision's grounds on 6 June 2024.

Lokomotiv filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. Mariupol filed its answer requesting that the sole arbitrator uphold the FIFA DRC decision.

» CAS 2024/A/10694 JSC FC Lokomotiv v. FC Mariupol

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Lokomotiv is dismissed; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is confirmed; (c) the costs of the arbitration are borne by Lokomotiv; and (d) Lokomotiv shall pay Mariupol a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that a waiver in an agreement to which the club that seeks to benefit from that waiver is not a party has no impact on the position of that club or its obligation to pay training compensation due to the principle of *inter partes* effect of contracts or privity of contracts. Furthermore, the sole arbitrator reasons that it must be evident that a player has ended his training period before the age of 21 to alter training compensation rewards. As such, the sole arbitrator reasons that the threshold for proving the early ending of a player's training period is high and lies with the party that claims it. In addition, the sole arbitrator reasons that this strict approach requires that the player comply with the following relevant circumstances simultaneously: (i) played regularly in official matches for the training club's first team; (ii) called-up for the "A" representative team of the player's member association or, at least, its U-21 representative team; (iii) loaned to a club at least in the same level as the training club in return for transfer compensation; (iv) reached a certain age threshold; and (v) previously transferred as a professional player in return for significant transfer compensation. The sole arbitrator notes that the waiver that Lokomotiv requests to benefit from was included by Mariupol and another Ukrainian club in a loan agreement that Lokomotiv is not a party to. As such, the sole arbitrator notes that Lokomotiv's responsibility to pay training compensation cannot be waived by a contract between Mariupol and another Ukrainian club. In addition, the sole arbitrator notes that Lokomotiv did not discharge its burden of proof that the player had ended his training period prior to age 21 as he does not meet the relevant criteria. The sole arbitrator decides that Mariupol is entitled to training compensation.

CAS 2024/A/10783**Shaanxi Union Football Club v.
Moses Orwohicho Ogbu**Reference number: [CAS 2024/A/10783](#)

Award date: 30 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Shaanxi Union Football Club	 China	Player Moses Orwohicho Ogbu	 Nigeria & Sweden
LEGAL TEAM Elite Law in Lugano, Switzerland Luca Tettamanti Attorney-at-law Tomás Pereda Attorney-at-law		LEGAL TEAM Nordia Law in Stockholm, Sweden David Mikhail Attorney-at-law Karl Ole Möller Attorney-at-law Sila International Lawyers in Sofia, Bulgaria Georgi Gradev Attorney-at-law Márton Kiss Attorney-at-law	
AD HOC CLERK Alejandro Naranjo Acosta Attorney-at-law in Barcelona, Spain		PANEL José Juan Pintó Sala Attorney-at-law in Barcelona, Spain	

CATEGORY**Employment, Status & Transfer****ISSUES**

sporting succession

RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 25

LANGUAGE

English

KEYWORDS

creditor's diligence

CASELAW CITED

- » **Dispute, horizontal nature:** CAS 2020/A/7144.
- » **Dispute, vertical nature:** CAS 2020/A/7144.
- » **Sporting succession, creditor's diligence:** CAS 2020/A/7290.
- » **Sporting succession, cuius commodi eius et incommode:** CAS 2024/A/10325.
- » **Sporting succession, sporting entity:** CAS 2017/A/4550; CAS 2018/A/5618; CAS 2020/A/7290.
- » **Sporting succession, fraud/abuse:** CAS 2024/A/10325.
- » **Sporting succession, public perception:** CAS 2002/A/7290; CAS 2024/A/10325.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue**Does the sporting successor owe the player his unpaid credits?**

Yes, the player has been diligent when seeking payment of his unpaid credits.

CAS 2024/A/10783

**Shaanxi Union Football Club v.
Moses Orwohicho Ogbu**

**Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **27 January 2023:** Mariupol filed claim
- / **4 September 2023:** FIFA DRC rendered decision
- / **6 June 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **27 June 2024:** Lokomotiv filed statement of appeal
- / **7 July 2024:** Lokomotiv filed appeal brief
- / **19 July 2024:** Lokomotiv filed new evidence
- / **17 September 2024:** Mariupol filed answer
- / **18 September 2024:** sole arbitrator appointed
- / **25 September 2024:** Lokomotiv filed evidence translation
- / **27 September 2024:** Mariupol objected
- / **21 November 2024:** sole arbitrator decided not to hold hearing
- / **11 December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **22 May 2025:** sole arbitrator issued award

Background

In October 2013, the club was founded in the city of Xi'an under the name of Xi'an Huilong FC. On 8 April 2016, the club Shaanxi Chang'an Athletic Football Club Co. Ltd was established on the Xi'an Municipal Administration for Market Regulation and competed in China League I, the second tier of China's organized football system. On 30 March 2020, the club completed its commercial registration in the Binzhou Municipal Administration for Market Regulation under the name Binzhou Huilong Football Club Co. Ltd. On the same date, the club was registered with the Shaanxi Provisional Association and competed in its competitions until the end of the 2022 season when it achieved promotion to the Chinese Football Association Member Association Champions League – the highest level of amateur football in China, which is the fourth tier of China's organized football system.

On 26 August 2022, the player signed an employment agreement with Chang'an. On 29 March 2023, Chang'an announced its dissolution. On 1 April 2023, the player signed a new employment agreement with another Chinese club. On 6 April 2023, the Chinese Football Association confirmed the cancellation of Shaanxi Chang'an Athletic Football Club Co Ltd's license due to overdue payables. On 10 May 2023, the club and Chang'an signed an agreement for the transfer of the social media accounts of Wibo, WeChat and Douyin of Chang'an to the club for a fee. Once concluded, the club decided not to use the acquired Wibo and Douyin accounts. On the same date, it is registered in the National Enterprise Credit Information Publicity System of PR China that the club changed its name from Binzhou Huilong Football Club Co Ltd to Shaanxi Chang'an United Football Club Co. Ltd. On 20 May 2023, the club issued a public statement titled "Our name is Shaanxi Chang'an United!". On 1 June 2023, the club launched a campaign to interested parties to submit proposals for the new logo of the club. On 17 June 2023, the club changed its training facilities. On 4 July 2023, the club published 4 logos to a final voting round. On 17 July 2023 the club announced its new logo. On 14 August 2023, the club obtained approval from Weinan Sports Bureau to use its stadium after 17 September 2023 where Chang'an used to play its games. The club was promoted to the Chinese League 2 for the 2024 season, the third tier in China's organized football system. On 1 September 2023, the player sent a default notice to Chang'an. On 25 September 2023, the player filed a claim against Chang'an before the FIFA Football Tribunal Dispute Resolution Chamber. On 20 October 2023, the club announced on its social media that "Shaanxi has a professional team again after 214 days!". On 28 October 2023, the CFA informed FIFA that Chang'an had been disqualified from registering with the CFA since 6 April 2023. On 30 October 2023, the FIFA General Secretariat informed the player that his claim was closed as Chang'an was not affiliated to a member association anymore.

On 15 November 2023, the player filed a claim against the club before the FIFA Football Tribunal Dispute Resolution Chamber as the sporting successor of Chang'an. On 17 November 2023, the CFA informed FIFA that there is no successor relationship between Chang'an and the club. On 24 January 2024, the CFA informed the club of its approval to change its name to Shaanxi Union Football Club Co Ltd as it complied with the requirements of the Management

CAS 2024/A/10783**Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **27 January 2023:** Mariupol filed claim
- / **4 September 2023:** FIFA DRC rendered decision
- / **6 June 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **27 June 2024:** Lokomotiv filed statement of appeal
- / **7 July 2024:** Lokomotiv filed appeal brief
- / **19 July 2024:** Lokomotiv filed new evidence
- / **17 September 2024:** Mariupol filed answer
- / **18 September 2024:** sole arbitrator appointed
- / **25 September 2024:** Lokomotiv filed evidence translation
- / **27 September 2024:** Mariupol objected
- / **21 November 2024:** sole arbitrator decided not to hold hearing
- / **11 December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **22 May 2025:** sole arbitrator issued award

Regulations for Professionals Clubs and Team Names of the CFA. On 13 June 2024, the FIFA DRC rendered its decision, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 19 July 2024.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The player filed his answer requesting that the sole arbitrator uphold the FIFA DRC decision.

» CAS 2024/A/10783 Shaanxi Union Football Club v. Moses Orwohicho Ogbu

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA Football Tribunal Dispute Resolution Chamber, appeal decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) the club shall pay the player a contribution in the amount of CHF 4,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that a certain degree of diligence of the creditor is required in sporting succession matters before imposing an obligation on the sporting successor. The sole arbitrator notes that the player has been diligent when seeking payment of his unpaid credit by using the legal remedies he had available throughout the whole period. The sole arbitrator decides that the sporting successor owes the player his unpaid credits.

CAS 2024/A/10341**Elias Fernando Aguilar Vargas v.
Changchun Yatai FC**Reference number: [CAS 2024/A/10341](#)

Award date: 8 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Player Elias Fernando Aguilar Vargas	 Costa Rica	Club Changchun Yatai FC	 China PR
LEGAL TEAM Meirelles Advocacia Brazil Rafael Meirelles Gomes de Ávila Attorney-at-law Fhayllow Lemos Nocko Attorney-at-law		LEGAL TEAM Ruiz-Huerta & Crespo Abogados in Valencia, Spain Juan de Dios Crespo Perez Attorney-at-law Juan (Emily) Yu Attorney-at-law	
PANEL	President. Rui Botica Santos Attorney-at-law in Lisbon, Portugal	Arbitrator. Vitor Butruce Attorney-at-law in Rio de Janeiro, Brazil	Arbitrator. José Juan Pintó Sala attorney-at-law in Barcelona, Spain
	AD HOC CLERK Dhruv Siddharth Attorney-at-law in Lisbon, Portugal		

CATEGORY**Employment, Status & Transfer****ISSUES**

employment relation

RELEVANT RULES & REGULATIONS

SCO; art. 38

LANGUAGE

English

KEYWORDS

employment offer; valid representation

CASELAW CITED

- » **Standard of proof, comfortable satisfaction:** CAS 2016/A/4558; CAS 2018/A/6075; CAS 2020/A/7503.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue

Was the Chinese agent the club's duly representative in the negotiations with the player's agent?

No, he was not.

CAS 2024/A/10341**Elias Fernando Aguilar Vargas v.
Changchun Yatai FC****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **14 March 2023:** played filed claim
- / **31 August 2023:** FIFA DRC rendered decision
- / **11 October 2023:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **31 October 2023:** player filed statement of appeal
- / **8 November 2023:** player requested SoA considered as appeal brief
- / **14 February 2024:** legal aid granted
- / **23 February 2024:** FIFA requested exclusion
- / **26 February 2024:** player agreed
- / **16 March 2024:** club filed answer
- / **29 October 2024:** panel constituted
- / **11 December 2024:** panel decided to hold online hearing
- / **19 December 2024:** parties agreed to evidence production at hearing
- / **16 January 2025:** panel held online hearing
- / **January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **8 May 2025:** panel issued award

Background

The player's agent and a Chinese agent began negotiations on 20 September 2022 via WeChat. The negotiations continued until 16 February 2023, when the Chinese agent sent to the player's agent a letter terminating the negotiations after the Chinese agent had sent the player's agent a signed introduction letter, an offer letter, and a visa letter. The player sent a notice to the club on 25 February 2023, requesting to reinstate the alleged employment relationship or to pay compensation for breach of contract.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 14 March 2023, requesting compensation. The player signed an employment agreement with a Costa Rican club on 3 April 2023. The FIFA DRC rendered its decision on 31 August 2023, dismissing the player's claim. The FIFA DRC notified its decision's grounds on 11 October 2023.

The player filed his appeal with CAS requesting that the panel set aside the FIFA DRC decision. The club filed its answer requesting that the panel uphold the FIFA DRC decision.

» CAS 2024/A/10341 Elias Fernando Aguilar Vargas v. Changchun Yatai FC

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the player is dismissed; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is confirmed; (c) the award is pronounced without costs; and (d) each party shall bear its own legal fees and other expenses.

Main issue

The panel reasons that good practice dictates exercising due diligence in verifying the scope of representation powers and it is considered a fundamental professional duty for experienced agents to do so when engaging in negotiations. As such, the panel reasons that this duty dictates that one must ascertain the identity of the counterparty and ensure that the person or entity in question is duly authorized to represent the party in the transaction. Moreover, the panel reasons that occasional trust established between agents through previous negotiations is not enough to assume powers of representation for a principal in the same way that a continuous relationship between a principal and a preferred agent. The panel notes that the parties have provided as evidence messages exchanged between the agents and the testimonies provided by the Chinese agents. The panel notes that the player failed to discharge his burden of proof accordingly. As such, the panel notes that the player's agent seems to have approached the Chinese agent first, which was likely influenced by the general understanding that the Chinese agent was considered the club's preferred agent. Furthermore, the panel notes that there is no evidence that supports the view that the parties were about to sign any contract. Furthermore, the panel notes that the player failed to prove that the Chinese agent was the club's duly representative. The panel decides that the club had not authorized the Chinese agent to negotiate on its behalf with the player or the player's agent.

CAS 2024/A/10470**Havre Athletic Club Football Association v. Association Sportive du Kaloum SA**Reference number: [CAS 2024/A/10470](#)

Award date: 9 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Havre Athletic Club Football Association	 France	 Club Association Sportive du Kaloum SA	 Guinea
LEGAL TEAM Meirelles Advocacia Brazil Rafael Meirelles Gomes de Ávila Attorney-at-law Fhayllow Lemos Nocko Attorney-at-law		LEGAL TEAM Ruiz-Huerta & Crespo Abogados in Valencia, Spain Juan de Dios Crespo Perez Attorney-at-law Juan (Emily) Yu Attorney-at-law	
PANEL	President. Vanja Smokvina Professor in Rijeka, Croatia		Arbitrator. Mark Andrew Hovell Solicitor in Manchester, United Kingdom
			Arbitrator. José Juan Pintó Sala attorney-at-law in Barcelona, Spain

CATEGORY**Employment, Status & Transfer****ISSUES**

training rewards

RELEVANT RULES & REGULATIONSCAS Code; art. R57
FIFA RSTP; arts. 2, 7 & 20**LANGUAGE**

English

KEYWORDS

Referral; training compensation

CASELAW CITED» **Referral, discretion:** CAS 2006/A/1301**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue**Does the panel decide the case *de novo* or refer the case back to the FIFA DRC?**

The panel decided to refer the case back to the FIFA DRC so it can reexamine the training compensation dispute based on the evidence produced at the appeals proceedings that includes another FIFA DRC decision regarding the player's employment contract with a club other than the one he allegedly signed his first employment contract with.

CAS 2024/A/10470

**Havre Athletic Club Football
Association v. Association Sportive
du Kaloum SA**

**Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **19 January 2023:** Kaloum filed claim
- / **13 December 2023:** FIFA DRC rendered decision
- / **22 March 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **29 March 2024:** Havre filed statement of appeal
- / **11 April 2024:** FIFA requested exclusion
- / **17 April 2024:** Havre agreed
- / **19 April 2024:** Havre filed appeal brief
- / **22 July 2024:** Kaloum filed answer
- / **22 July 2024:** Kaloum objected evidence admissibility
- / **29 July 2024:** panel constituted
- / **7 August 2024:** Havre filed comment
- / **3 September 2024:** objection granted
- / **3 September 2024:** panel invited Havre to file translation
- / **12 September 2024:** Havre filed translated evidence
- / **2 October 2024:** Havre filed new evidence
- / **7 October 2024:** Kaloum objected evidence admissibility
- / **7 October 2024:** Kaloum filed comments
- / **10 October 2024:** Havre objected comments admissibility
- / **1 November 2024:** objections denied
- / **18 November 2024:** Havre filed submission upon request
- / **18 November 2024:** Kaloum filed submission upon request
- / **6 December 2024:** Havre requested hearing
- / **12 December 2024:** Kaloum objected
- / **December 2024:** panel decided not to hold hearing
- / **29 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **9 May 2025:** panel issued award

Background

A Guinean player, born on 3 October 2003, started playing football when he was 11 years old and was registered with his first club until 31 July 2017. From 24 November 2017 to 31 July 2020, the player was registered as an amateur with Kaloum's youth team. On 1 August 2020, Kaloum and the player signed an employment agreement, albeit the player remained registered as an amateur in accordance with the Guinean Football Federation player's passport. The FEGUIFOOT player's passport showed that the player remained registered as an amateur with Kaloum until 31 July 2021. On 5 January 2022, the player signed with a Turkish club after transferring from Kaloum. The Turkish club did not register the player's employment contract with the Turkish Football Federation. On 11 March 2022, the player was registered as an amateur with another Turkish club until 30 August 2022 while he was under contract with the original Turkish club. The player submitted a claim against the original Turkish club before the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract and the FIFA DRC issued its decision on 14 September 2022 acknowledging the player's employment contract. In August 2022, the player signed an employment agreement with Havre and was registered as a professional from 31 August 2022.

Kaloum sued Havre at the FIFA Football Tribunal Dispute Resolution Chamber on 19 January 2023, requesting training compensation. On 14 December 2023, the FIFA DRC issued its decision, partially accepting Kaloum's claim. The FIFA DRC notified its decision's grounds on 22 March 2024.

Havre filed its appeal with CAS requesting that the panel set aside the FIFA Football Tribunal Dispute Resolution Chamber decision. Kaloum filed its answer requesting that the panel uphold the FIFA Football Tribunal Dispute Resolution Chamber decision.

» CAS 2024/A/10470 Havre Athletic Club Football Association v. Association Sportive du Kaloum SA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Havre is partially upheld; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is set aside; and (c) the case is referred back to FIFA.

Main issue

The panel reasons that the CAS Code art. R57 establishes that a CAS panel has full power to review the facts and the law. As such, the panel reasons that a CAS panel can issue a new decision replacing the appealed decision or, alternatively, annul the appealed decision and refer the case back to the previous instance. The panel notes that there are two FIFA DRC decisions which have a different based on the same factual circumstances. As such, the panel notes that the appealed decision shall be annulled. In addition, the panel notes that it is appropriate to refer the case back to FIFA so it can examine Kaloum's training compensation claim along with the evidence that has been provided to the CAS to determine when the player gained professional status for the first time. The panel decides to refer the case back to the FIFA DRC.

CAS 2024/A/10885**Mohammed Abdunnasser
Mohammed Adam v. Al Shabab
Club**Reference number: [CAS 2024/A/10885](#)

Award date: 12 June 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Player Mohammed Abdunnasser Mohammed Adam	 Saudi Arabia	 Club Al Shabab Club	 Saudi Arabia
LEGAL TEAM Marcelo Amoretty Souza Attorney-at-law in Porto Alegre, Brazil		LEGAL TEAM Gustavo Koch Pinheiro Attorney-at-law in Porto Alegre, Brazil Ahmed Alshikhy Attorney-at-law in Porto Alegre, Brazil	
PANEL	President. Martin Schimke Attorney-at-law in Düsseldorf, Germany	Arbitrator. Michele A. R. Bernasconi Attorney-at-law in Zurich, Switzerland	Arbitrator. José Juan Pintó Sala Attorney-at-law in Barcelona, Spain
	AD HOC CLERK Adrián Hernández Clerk in Lausanne, Switzerland		

CATEGORY**Employment, Status & Transfer****ISSUES**

termination

RELEVANT RULES & REGULATIONS

FIFA RSTP; arts. 17 & 18

SCO; arts. 18, 337b(2) & 341

LANGUAGE

English

KEYWORDS

breach of contract; just cause

CASELAW CITED

- » **Compensation, calculation:** CAS 2020/A/7262.
- » **Contractual interpretation, parties' intention:** AFT 131 III 606; ATF 132 III 626; ATF 132 III 268; SFT 4A_155/2017; CAS 2021/A/8272.
- » **Employment relationship, waiver of rights:** CAS 2016/A/4582; CAS 2020/A/6727; CAS 2023/A/9574.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue**Does the player's declaration of waiver of rights impact his claim?**

No, the player's declaration of waiver of rights does not impact his claim.

CAS 2024/A/10885

Mohammed Abdunnasser
Mohammed Adam v. Al Shabab
Club

**Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **12 April 2024:** player filed claim
- / **22 August 2024:** FIFA DRC rendered decision
- / **4 September 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **24 September 2024:** player filed statement of appeal
- / **7 October 2024:** player filed appeal brief
- / **25 November 2024:** club filed answer
- / **25 November 2024:** club requested evidence production
- / **25 November 2024:** panel constituted
- / **2 December 2024:** player objected
- / **10 December 2024:** panel decided to hold in-person hearing
- / **13 January 2025:** *ad hoc* clerk appointed
- / **22 January 2025:** evidence production granted
- / **24 January 2025:** player filed evidence
- / **3 February 2025:** player filed translated evidence
- / **4 February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **13 February 2025:** panel held in-person hearing
- / **12 June 2025:** panel issued award

Background

The parties signed an employment agreement on 9 June 2022. On 10 June 2022, the club posted in its social media that it had signed the player, who was born in Saudi Arabia although being Yemeni. On 3 July 2022, the parties were in contact regarding the logistical aspect of the player's transfer to the club. On 15 July 2022, the player signed a declaration in which he waived all financial entitlements if the Saudi Football Federation refused to register him as the club's player. The player participated in training sessions, friendly matches and other club activities from July 2022 onward. On 14 December 2022, the club paid the player. On 11 June 2023, the club's team manager removed the player from the club's WhatsApp group. On 12 June 2023, the player contacted the club's football director to inquire about his removal from the messaging group. On 5 September 2023, the player signed an employment contract with another Saudi club. On 18 October 2023, the player was issued his current Saudi passport.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 12 April 2024. The FIFA DRC rendered its decision on 22 August 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 4 September 2024. The player signed an employment agreement with a third Saudi club on 1 September 2024.

The player filed his appeal with CAS requesting that the panel set aside the FIFA DRC decision. The club filed its answer requesting that the panel uphold the FIFA DRC decision.

» CAS 2024/A/10885 Mohammed Abdunnasser Mohammed Adam v. Al Shabab Club

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the player is partially upheld; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is amended; (c) the costs of the arbitration are borne 60% by the player and 40% by the club; and (d) each party shall bear its own legal fees and other expenses.

Main issue

The panel reasons that a document where an employee agrees to derogate the principal rights conferred by an employment contract exacerbates the power imbalance between employer and employee. In addition, the panel reasons that Swiss law prohibits such abuses of power by the employer. As such, the panel reasons that the SCO art. 341 establishes that the employee may not waive claims arising from mandatory provisions of law or the mandatory provisions of a collective employment contract for the period of the employment relationship and for one month after its end. Moreover, the panel reasons that such provision included the payment of salaries. The panel notes that the player signed a declaration of waiver of rights, including his salaries. In addition, the panel notes that the declaration's trigger was the failure to register the player. The panel further notes that the declaration is not relevant in the analysis of the player's claims. As such, the panel notes that the player's contractual rights were not vitiated because of him signing the declaration. The panel decides that player's declaration of waiver of rights does not impact his claim.

CAS 2024/A/10841**Bogdan Ilie Vătăjelu v.
Abha FC****APPELLANT****Player****Bogdan Ilie Vătăjelu**

Romania

LEGAL TEAM**Gherdan & Associates** | in Cluj-Napoca, Romania
Sabin Liviu Gherdan | Attorney-at-law**RESPONDENT****Club****Abha FC**

Saudi Arabia

LEGAL TEAM**Ahmed Al-Hodithy** | Abha FC's president**SOLE ARBITRATOR****Jacopo Tognon** | Professor and attorney-at-law in Padova, Italy**CATEGORY****Employment, Status & Transfer****ISSUES**

employment relation

RELEVANT RULES & REGULATIONS

SCO; art. 151(1)

LANGUAGE

English

KEYWORDSemployment offer; *essentialia negotii***CASELAW CITED**

- » **Applicable law, order of procedure:** CAS 2020/A/7499.
- » **Applicable law, regulations:** CAS 2014/A/3626.
- » **Burden of proof, allocation:** CAS 2020/A/7180.
- » **Employment contract, *essentialia negotii*:** CAS 2021/A/8292.
- » **Employment contract, offer:** CAS 2010/A/2316.
- » **Employment contract, requirements:** CAS 2018/A/5628.
- » **Standard of proof, comfortable satisfaction:** CAS 2012/A/2908; CAS 2019/A/6187; CAS 2020/A/7605.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue**Does the club's offer constitute a valid employment contract?**

No, the club's offer does not constitute a valid employment contract.

CAS 2024/A/10841**Bogdan Ilie Vătăjelu v.
Abha FC****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **27 March 2024:** player filed claim
- / **2024:** FIFA DRC rendered decision
- / **2024:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **2 September 2024:** player filed statement of appeal
- / **12 September 2024:** player filed appeal brief
- / **3 January 2025:** club filed answer
- / **6 January 2025:** sole arbitrator appointed
- / **24 January 2025:** sole arbitrator decided to hold online hearing
- / **February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **25 February 2025:** sole arbitrator held online hearing
- / **27 June 2025:** sole arbitrator issued award

Background

On 16 June 2023, the club's sporting director sent an employment offer to the player's alleged agent. On the same date, the player's alleged agent sent it back to the club signed. On 18 June 2023, the club sent an email to the player's agent, withdrawing its offer. The club, the agent's lawyer and the player remained in contact until 23 June 2023. On the same date, the player signed for a Romanian club. On 20 October 2023, the player put the club in default. On 22 October 2023, the club replied to the player's default notices. On 23 February 2024, the player and the Romanian club mutually terminated their employment contract. On 24 February 2024, the player signed for a Kazakhstani club.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for termination without just cause on 27 March 2024. The club, in its answer, submitted that the parties did not conclude an employment contract due to the non-fulfilment of conditions precedent specified in the non-binding employment offer. The FIFA DRC issued its decision, dismissing the player's claim. Later, the FIFA DRC notified its decision's grounds.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The club filed its answer requesting that the sole arbitrator uphold the FIFA DRC decision.

» CAS 2024/A/10841 Bogdan Ilie Vătăjelu v. Abha FC

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by player is dismissed; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is confirmed; and (c) the player shall pay the club a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that the FIFA RSTP does not explicitly define the terms “offer” or “*essentialia negotii*”. In addition, the sole arbitrator reasons that the established FIFA Football Tribunal Dispute Resolution Chamber and Court of Arbitration for Sport caselaw often rely on specific essential elements required for a valid and binding contract. As such, the sole arbitrator reasons that the following elements are considered: (i) date; (ii) description of the parties; (iii) duration of the contract; (iv) remuneration; and (v) signature of the parties. The sole arbitrator reasons that the arbitral tribunal must assess the parties’ intention when considering whether the offer is held as an employment contract even if the offer contains all essential elements to constitute a contract. The sole arbitrator notes that the club’s offer has the following elements: (i) date; (ii) description of the parties; (iii) duration of the contract; (iv) the player’s annual salary; and (v) the signature of the parties. As such, the sole arbitrator notes that the club did not discharge its burden of proving that there was any other circumstance that invalidates its offer as a valid and binding contract. The sole arbitrator notes that the club’s offer has conditions attached to it as well as disclaimers set out. The sole arbitrator further notes that the club’s offer has the following conditions: (i) the player must provide proof of his free agent status; (ii) the player must pass a medical examination conducted by the club’s medical staff; and (iii) the player must sign an employment contract with the club. Moreover, the sole arbitrator notes that the club’s offer includes a disclaimer stating that the proposal is not a binding employment offer and that the club reserves the right to withdraw from the deal without legal consequences if any of the conditions are not met. The sole arbitrator also notes that the offer included a deadline for the player to indicate his acceptance or rejection in up to 48 hours. The sole arbitrator notes that the club withdrew its offer in accordance with the provisions included in it. The sole arbitrator decides that the club’s offer does not constitute a valid employment contract.

CAS 2024/A/10957**FC Chornomorets Odesa v.
LA Galaxy II**Reference number: [CAS 2024/A/10957](#)

Award date: 27 June 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Club**
FC Chornomorets Odesa

Ukraine

LEGAL TEAM

SILA International Lawyers | in Sofia, Bulgaria
Georgi Gradev | Attorney-at-law
Márton Kiss | Attorney-at-law
Yavor Petkov | Attorney-at-law

RESPONDENT**Club**
LA Galaxy II

United States

LEGAL TEAM

Centrefield LLP | in Manchester, United Kingdom
Matthew Bennett | Attorney-at-law
Alice Skupski | Attorney-at-law
Jennifer Norris | Attorney-at-law

SOLE ARBITRATOR**Manfred Nan** | Attorney-at-law in Amsterdam, The Netherlands**CATEGORY****Employment, Status & Transfer****ISSUES**

training rewards

RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 20(1)
FIFA RSTP, annexe 4; arts. 1, 2, 3, 5 & 6
FIFA RSTP, annexe 7: art. 8

LANGUAGE

English

KEYWORDS

bridge transfer; training compensation

CASELAW CITED

- » **Bridge transfer, conditions:** CAS 2019/A/6639.
- » **De novo review, procedural flaws:** CAS 2020/A/8695.
- » **Locus standi, merits issue:** ATF 128 III 50; SFT 4A_424/2008; CAS 2008/A/1639; CAS 2020/A/7144.
- » **Training compensation, circumvention:** CAS 2009/A/1757; CAS 2011/A/2477; CAS 2011/A/2544; CAS 2019/A/6639.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue**Is LA Galaxy II entitled to training compensation payable by FC Chornomorets?**

Yes, LAG II is entitled to training compensation payable by Chornomorets.

CAS 2024/A/10957**FC Chornomorets Odesa v.
LA Galaxy II****Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **9 May 2023:** LAG II filed claim
- / **8 January 2024:** FIFA DRC rendered decision
- / **3 October 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **23 October 2024:** Chornomorets filed statement of appeal
- / **4 November 2024:** Chornomorets filed appeal brief
- / **9 November 2024:** Chornomorets filed amended requests for relief
- / **13 November 2024:** FIFA requested exclusion
- / **18 November 2024:** LAG II objected to amendment
- / **18 November 2024:** LAG II requested security for costs
- / **19 November 2024:** Chornomorets agreed to exclusion
- / **12 January 2025:** LAG II filed answer
- / **13 January 2025:** sole arbitrator appointed
- / **17 January 2025:** Chornomorets requestes 2nd round submissions
- / **21 January 2025:** 2nd round submissions granted
- / **23 January 2025:** Chornomorets filed submission
- / **24 January 2025:** LAG II filed comments
- / **27 January 2025:** amendment denied
- / **27 January 2025:** security for costs denied
- / **7 February 2025:** Chornomorets filed reply
- / **27 February 2025:** LAG II filed rejoinder
- / **3 March 2025:** sole arbitrator decided not to hold hearing
- / **March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **27 June 2025:** sole arbitrator issued award

Background

On 18 February 2022, the United States Soccer Federation issued a player's passport when Chornomorets registered the player as a professional. On 8 March 2022, Chornomorets terminated the player's contract. In May 2022, the player was registered with a Belgian club as a professional player. On 1 June 2022, LAG II sent a letter to the Belgian club, requesting training compensation. On 13 June 2022, the Belgian club rejected LAG II's request. On 7 July 2022, LAG II reasserted its request. On the same date, the Belgian club reiterated its position. On 28 July 2022, LAG II sent a letter to Chornomorets requesting training compensation. Chornomorets did not respond.

LAG II sued Chornomorets and another club at the FIFA Football Tribunal Dispute Resolution Chamber for training compensation on 9 May 2023. The FIFA DRC informed LAG II that it was not possible to lodge a claim against two respondents due to TMS technical issues and invited LAG II to indicate which club it wanted to direct its claim. In addition, the FIFA DRC informed LAG II that the claim would continue against Chornomorets in case LAG II chose not to indicate. LAG II did not respond. On 25 May 2023, the FIFA DRC submitted a proposal to the parties. LAG II rejected the proposal. On 25 August 2023, the FIFA DRC submitted a new proposal. LAG II accepted the proposal. Chornomorets rejected the proposal. On 8 January 2024, the FIFA DRC rendered its decision, partially accepting LAG II's claim. On 3 October 2024, the FIFA DRC notified its decision's grounds to the parties.

Chornomorets filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. LAG II filed its answer requesting that the sole arbitrator uphold the FIFA DRC decision.

» CAS 2024/A/10957 FC Chornomorets Odesa v. LA Galaxy II

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Chornomorets is dismissed; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is confirmed; (c) the costs of the arbitration are borne by Chornomorets; and (d) the Chornomorets shall pay the LAG II a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that the FIFA RSTP art. 20(1) distinguishes between two types of situations that entitle training club(s) to training compensation: (i) a first registration as a professional; and (ii) a subsequent transfer. The sole arbitrator reasons that the former club is entitled to training compensation for the time the player was effectively trained by it in accordance with the FIFA RSTP art. 3(1) of annexe 4. The sole arbitrator notes that LAG II incurred expenses in the training and education of the player between the ages of 12 and 21. The sole arbitrator further notes that the player was registered with Chornomorets as a professional player after his first employment contract with LAG II. The sole arbitrator decides that LAG II is entitled to training compensation payable by Chornomorets.

CAS 2024/A/10334**Ismail Sassi v.
Achyronas Onisilos FC**Reference number: [CAS 2024/A/10334](#)

Award date: 3 June 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player**

Ismail Sassi



France

LEGAL TEAM

Çağlar Akoğlu | Attorney-at-law in Turkey

RESPONDENT**Club**

Achyronas Onisilos FC



Cyprus

LEGAL TEAM

Stelios Christodoulou | Attorney-at-law in Cyprus

SOLE ARBITRATOR

Giulio Palermo | Attorney-at-law in Geneva, Switzerland

CATEGORY**Employment, Status & Transfer****ISSUES**

Termination; transfer

RELEVANT RULES & REGULATIONS

CAS Code; arts. R44 and R58

FIFA RSTP; art. 22(l)

SCO; arts. 1(l), 13, 18, 104(l), 320(l) and 323(l)

SCC; art. 8

LANGUAGE

English

KEYWORDS

breach of contract; loan

CASELAW CITED

- » **Applicable law, regulations:** CAS 2014/A/3547; CAS 2014/A/3577; CAS 2014/A/3582.
- » **Burden of proof, allocation:** CAS 2013/A/3207.
- » **Contractual interpretation; parties' intention:** ATF 144 III 93.
- » **Employment contract, conditions:** CAS 2013/A/3207.
- » **Employment contract, essentialia negotii:** ATF 144 III 93.
- » **Standard of proof, comfortable satisfaction:** CAS 2022/A/8960.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Main issue**Did the player discharge his burden of proving that he is entitled to the supplementary agreement amounts?**

Yes, the player discharged his burden of proof.

CAS 2024/A/10334

Ismail Sassi v.
Achyronas Onisilos FC

**Before the FIFA Football Tribunal Dispute
Resolution Chamber**

- / **3 November 2023:** player filed claim
- / **14 December 2023:** FIFA DRC rendered decision
- / **26 January 2024:** FIFA DRC notified grounds

Before the Court of Arbitration for Sport

- / **9 February 2024:** player filed statement of appeal
- / **9 February 2024:** player requested legal aid
- / **19 September 2024:** legal aid granted
- / **23 September 2024:** player filed appeal brief
- / **24 September 2024:** FIFA renounced intervention
- / **24 September 2024:** FIFA submitted DRC decision
- / **25 November 2024:** sole arbitrator appointed
- / **16 December 2024:** sole arbitrator invited parties to file submissions
- / **16 December 2024:** sole arbitrator invited parties to file evidence
- / **16 December 2024:** sole arbitrator decided to hold online hearing
- / **9 January 2025:** player filed submission
- / **9 January 2025:** player filed evidence
- / **9 January 2025:** player requested evidence production
- / **14 January 2025:** sole arbitrator invited club to file comments
- / **15 January 2025:** club objected evidence production
- / **23 January 2025:** player filed new evidence
- / **28 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **3 February 2025:** sole arbitrator held online hearing
- / **4 February 2025:** club confirmed legal representation
- / **7 February 2025:** club filed power of attorney
- / **9 February 2025:** club filed president's authorization letter
- / **12 February 2025:** club filed board of directors' members list
- / **3 June 2025:** sole arbitrator issued award

Background

On 15 September 2022, the player, his former club and the club concluded a loan transfer agreement. On the same date, the parties signed an employment agreement. On the same date, allegedly, the parties signed a supplementary agreement. On 16 January 2023 and 7 April 2023, the player deposited cheques in his favor by a third-party equivalent to the amount due in accordance with the supplementary agreement. The parties exchanged messages between April and May 2023 concerning the player's outstanding salaries.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 3 November 2023. On 14 December 2023, the FIFA DRC rendered its decision, dismissing the player's claim. On 26 January 2024, the FIFA DRC notified its decision's grounds.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The club defaulted on its answer.

» CAS 2024/A/10334 Ismail Sassi v. Achyronas Onisilos FC

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is upheld; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is set aside; (c) the costs of the arbitration are borne by the club; and (d) the club shall pay the player a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that the claiming party has the burden of proving its entitlement. The sole arbitrator notes that the player discharged his burden of proving that he is entitled to the supplementary agreement amounts. The sole arbitrator decides that the club owes the player the outstanding remuneration.

CAS 2023/A/10241**Istanbul Spor AS v. Club Estoril Praia
& Racine Coly****CAS 2023/A/10247****Racine Coly v. Club Estoril Praia**Reference number: [CAS 2023/A/10241](#) &
[CAS 2023/A/10247](#)

Award date: 4 June 2025

Seat of arbitration: Lausanne, Switzerland



PARTY N. 1		PARTY N. 2		PARTY N. 3	
 Club Istanbul Spor AS	 Turkey	Player Racine Coly	 Senegal	 Club Club Estoril Praia	 Portugal
LEGAL TEAM Sercan Teker Attorney-at-law in Istanbul, Turkey		LEGAL TEAM L&SP Advogados in Lisbon, Portugal João Filipe Lobão Attorney-at-law		LEGAL TEAM JMPM Advogados in Vila Real, Portugal Pedro Macieirinha Attorney-at-law	
SOLE ARBITRATOR Annett Rombach Attorney-at-law in Frankfurt am Main, Germany					

CATEGORY**Employment, Status & Transfer****ISSUES**

admissibility; compensation; termination

RELEVANT RULES & REGULATIONS

FIFA RSTP; arts. 14 and 17

LANGUAGE

English

KEYWORDS

joint liability; just cause; time limit; work visa

CASELAW CITED

- » **Breach of contract, compensation:** CAS 2013/A/3365 & 3366.
- » **Employment contract, work visa:** CAS 2009/A/1838; CAS 2017/A/5164; CAS 2017/A/5092.
- » **Termination, just cause:** CAS 2011/A/2567; CAS 2016/A/4408.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Preliminary issue**Is the statement of appeal filed by Istanbul Spor admissible?**

Yes, it is.

Main issue n. 1**Did Estoril have just cause to terminate the player's employment contract?**

Yes, Estoril had just cause to terminate the player's employment contract.

Main issue n. 2**Is Istanbul Spor jointly liable for the player's compensation due to Estoril?**

No, Istanbul Spor is not jointly liable to pay the player's compensation due to Estoril for his breach of contract.

CAS 2023/A/10241

Istanbul Spor AS v. Club Estoril
Praia & Racine Coly

CAS 2023/A/10247

Racine Coly v. Club Estoril Praia

**Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **26 February 2023:** player filed claim
- / **10 April 2023:** Estoril filed counterclaim
- / **16 October 2023:** FIFA DRC rendered decision
- / **30 November 2023:** FIFA DRC notified grounds

Before the Court of Arbitration for Sport

- / **19 December 2023:** Istanbul Spor filed statement of appeal
- / **21 December 2023:** athlete filed statement of appeal
- / **29 December 2023:** Istanbul Spor filed appeal brief
- / **9 January 2024:** athlete filed appeal brief
- / **26 January 2024:** appeals consolidated
- / **30 January 2024:** FIFA renounced intervention
- / **12 February 2024:** athlete filed answer
- / **16 April 2024:** Estoril filed answers
- / **17 April 2024:** sole arbitrator appointed
- / **24 April 2024:** sole arbitrator decided to hold online hearing
- / **28 May 2024:** CAS Court Office forwarded order of procedure to the parties
- / **2 July 2024:** Estoril filed new evidence
- / **4 July 2024:** sole arbitrator held online hearing
- / **10 October 2024:** Istanbul Spor filed new evidence
- / **31 October 2024:** Estoril filed comments
- / **10 January 2025:** Istanbul Spor filed new evidence
- / **15 January 2024:** Estoril filed comments
- / **4 June 2025:** sole arbitrator issued award

Background

On 5 July 2021, the player and Estoril signed an employment agreement. In May 2022, the player travelled to Senegal after the end of the 2021-22 season. On 27 May 2022, Estoril submitted documents relating to the player's work visa to the Portuguese embassy in Senegal. In June 2022, Estoril purchased a flight ticket for the player. On 18 June 2022, the player asked Estoril to speak with his agent due to an alleged problem with the paperwork relating to his work visa. On 21 June 2022, the player requested Estoril's in-house counsel to send the documents to the Portuguese embassy in Senegal once again. The player did not report to work on 27 June 2022 as ordered by Estoril. In June, July and August 2022, Estoril contacted the player several times regarding his return to Portugal and the status of his visa required for his return. On 22 August 2022, Senegalese authorities issued the player's visa. On 31 August 2022, the player enrolled in the Portuguese league. On 20 October 2022, Estoril sent a notice of fault to the player, opening disciplinary proceedings against him and inviting him to file his position. On 26 October 2022, the player replied. On 27 October 2022, the player sent a default notice to Estoril, requesting his salaries and other benefits.

On 9 December 2022, Estoril terminated the player's employment contract for just cause as a disciplinary sanction. On 8 February 2023, the player sent a default notice to Estoril, requesting overdue salaries and compensation due to the club's termination of his employment contract without just cause. On 17 February 2023, Estoril offered to hold a meeting to find a consensual solution. Estoril held the meeting on 24 February 2023. On the same date, Estoril filed a claim against the player before the Portuguese Tribunal Arbitral do Desporto, requesting compensation. The player did not participate in these proceedings.

The player sued Estoril at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 26 February 2023, requesting outstanding remuneration and compensation. On 10 April 2023, Estoril filed a counterclaim against the player, requesting compensation and a penalty clause. On 21 July 2023, Istanbul Spor sent an email to Estoril, transmitting a document that Estoril returned signed and that stated that it confirmed that the employment contract between Estoril and the player had ended on 9 December 2022. On 24 July 2023, Istanbul Spor and the player signed an employment agreement. Istanbul Spor intervened in the FIFA DRC proceedings. On 16 October 2023, the FIFA DRC rendered its decision, dismissing the player's claim and partially accepting Estoril's counterclaim. The FIFA DRC notified its decision's grounds on 30 November 2023.

Istanbul Spor filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. Racine Coly filed his appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. Estoril filed its answer requesting that the sole arbitrator uphold the FIFA DRC decision.

» CAS 2023/A/10241 Istanbul Spor AS v. Club Estoril Praia & Racine Coly

CAS 2023/A/10247 Racine Coly v. Club Estoril Praia

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Istanbul Sport is partially upheld; (b) (a) the appeal filed by the player is dismissed; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is amended; (c) the costs of CAS 2022/A/10241 are borne 80% by the player and 20% by Estoril; (d) the costs of CAS 2022/A/10247 are borne by the player; and (e) the player shall pay Istanbul Sport and Estoril each a contribution in the amount of CHF 2,500 towards the legal fees and other expenses.

Preliminary issue

The sole arbitrator reasons that a FIFA Football Tribunal Dispute Resolution Chamber decision may be appealed before the Court of Arbitration for Sport within 21 days from its notification's receipt. The sole arbitrator notes that the parties received the notification of the FIFA DRC decision on 30 November 2023. As such, the sole arbitrator notes that the time limit to file an appeal before CAS expired on 21 December 2023. The sole arbitrator notes that the player filed his statement of appeal timely on 21 December 2023. However, the sole arbitrator notes that Istanbul Spor filing's timing is not as clear as the player's as the CAS did not receive its statement of appeal via courier or through the CAS e-filing platform by 22 December 2023. The sole arbitrator notes that Istanbul Spor filed its statement of appeal via the CAS e-filing platform on 29 December 2023 and via courier in January 2024. The sole arbitrator notes that the Istanbul Spor argues that it took all necessary steps to dispatch the package containing its statement of appeal in a timely manner and provided evidence that the shipment was not processed for courier delivery by DHL. The sole arbitrator decides that the statement of appeal filed by Istanbul Spor is admissible.

Main issue n. 1

The sole arbitrator reasons that a player's repeated failure to report to work or an unauthorized absence can constitute just cause for a contract termination when taking into account the following elements: (i) the seriousness of the facts; (ii) the frequency of the facts; (iii) the circumstances under which they occurred; and (iv) the parties' attitude with regard to the facts before, during and after. Moreover, the sole arbitrator reasons that a just cause termination requires that the club warns the player and/or that the club has initiated disciplinary proceedings against the player. The sole arbitrator reasons that it is the employer's duty to take the necessary measures to obtain a visa for an employee to enter and perform his professional activities in a particular country. However, the sole arbitrator reasons that the employer is dependent on the cooperation of the employee in obtaining a work visa. The sole arbitrator notes that the player sufficiently showed that he did not return to Estoril by 27 June 2022 due to his lack of a proper work visa. However, the sole arbitrator notes that the player did not cooperate with Estoril in obtaining his work visa accordingly. As such, the sole arbitrator notes that the player was responsible for his inability to return to Portugal by the scheduled date. The sole arbitrator notes that the player breached his employment contract with Estoril. The sole arbitrator decides that Estoril had just cause to terminate the player's employment contract.

» CAS 2023/A/10241 Istanbul Spor AS v. Club Estoril Praia & Racine Coly CAS 2023/A/10247 Racine Coly v. Club Estoril Praia

Main issue n. 2

The sole arbitrator reasons that the European Court of Justice issued the Diarra decision on 4 October 2024, finding that the FIFA RSTP art. 17(2) is incompatible with the Treaty on the Functioning of the European Union art. 45. In addition, the sole arbitrator reasons that that FIFA passed the FIFA Interim Regulations on 23 December 2024 that limited the scope of the FIFA RSTP art. 17(2) regarding the new club's joint and several liability to pay compensation when a player has breached his employment contract without just cause with the player's former club. As such, the sole arbitrator reasons that the FIFA Interim Regulations provide that it must be established that the new club induced the player to breach the player's employment contract with the player's former club for the new club to be joint and several liable to pay compensation. Nevertheless, the sole arbitrator reasons that the purpose of the FIFA RSTP art. 17(2) is not affected when there is evidently no causal link between the premature end of the employment contract with the player's old club and the signing of a new employment contract with the player's new club. As such, the sole arbitrator reasons that this is the case when the old club terminates the player's employment contract for just cause and the new club signs the player later without any link between these two events. The sole arbitrator notes that there is no proof in the case file that Istanbul Spor has induced the player to breach his employment contract with Estoril. In addition, the sole arbitrator notes that Estoril had terminated the player's employment contract for just cause prior to Istanbul Spor seeking the player's services. Furthermore, the sole arbitrator notes that Istanbul Spor established that it had engaged with Estoril to ascertain the player status before signing the player. The sole arbitrator decides that Istanbul Spor is not jointly liable to pay the player's compensation due to Estoril for his breach of contract.

CAS 2024/A/10785**FC Durham Academy v.
New York Red Bulls**Reference number: [CAS 2024/A/10785](#)

Award date: 4 June 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**Club
FC Durham Academy

Canada

LEGAL TEAMBerlin Sports | Law in Lisbon, Portugal
Jan Scheweel | Attorney-at-law**RESPONDENT**Club
New York Red Bulls

United States

LEGAL TEAMCentrefield LLP | in Manchester, United Kingdom
Stuart Baird | Attorney-at-law**SOLE ARBITRATOR**

José Luis Andrade | Attorney-at-law in Porto, Portugal

CATEGORY**Employment, Status & Transfer****ISSUES***de novo* review; locus standi; training rewards**RELEVANT RULES & REGULATIONS**CAS Code; arts. R56 & R57
FIFA RSTP; art. 5bis and arts. 3(1) & 4(1)/
annexe 4
SCC; art. 8**LANGUAGE**

English

KEYWORDSreferral; standing to be sued; training
compensation**CASELAW CITED**

- » **Burden of proof, allocation:** CAS 2003/A/506; CAS 2009/A/1810 & 1811; CAS 2009/A/1975.
- » **Evidence, admissibility:** CAS 2007/A/1352.
- » **Hearing, defaulting party:** CAS 2019/A/6463; CAS 2020/A/6854.
- » **Regulatory interpretation, methods:** CAS 2013/A/3365 & 3366; CAS 2021/A/8076.
- » **Training compensation, categorization:** CAS 2014/A/3710.

ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

Preliminary issue**Can NYRB participate at the CAS hearing despite defaulting on its answer?**
Yes, NYRB can participate at the CAS hearing despite defaulting on its answer.**Main issue n. 1****Are NYRB and NYRB II the same club for purposes of training compensation?**
Yes, NYRB and NYRB II are the same club for purposes of training compensation.

CAS 2024/A/10785

**FC Durham Academy v.
New York Red Bulls**

**Before the FIFA Football Tribunal
Dispute Resolution Chamber**

- / **28 February 2023:** Durham filed claim
- / **25 January 2024:** FIFA DRC rendered decision
- / **17 July 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration for
Sport**

- / **7 August 2024:** Durham filed statement of appeal
- / **9 September 2024:** Durham filed appeal brief
- / **25 October 2024:** NYRB requested deadline extension
- / **25 October 2024:** CAS Court Office informed deadline expired
- / **29 October 2024:** Durham objected to new deadline
- / **30 October 2024:** NYRB filed comments
- / **30 October 2024:** NYRB requested evidence production
- / **6 November 2024:** sole arbitrator appointed
- / **20 November 2024:** new deadline denied
- / **9 December 2024:** sole arbitrator decided to hold online hearing
- / **December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **3 February 2024:** NYRBB filed new evidence
- / **4 February 2024:** sole arbitrator held online hearing
- / **4 June 2025:** sole arbitrator issued award

Background

From May 2015 to December 2018, a Canadian player born on 9 October 2000 was registered by Durham as amateur. On 18 December 2023, the player signed an employment agreement with NYRB II that was playing at the second tier in US football. On 1 January 2022, the player was registered with NYRB II as a professional player for the first time. On 26 May 2022, the player joined NYRB on loan from NYRB II. NYRB is a club competing in the US football top division. Nowadays, NYRB II takes part in the MLS Next Pro.

Durham sued NYRB at the FIFA Football Tribunal Dispute Resolution Chamber on 28 February 2023 requesting training compensation. The FIFA DRC rendered its decision on 25 January 2024, dismissing Durham's claim for NYRB not having standing to be sued. The FIFA DRC notified its decision's grounds on 17 July 2024.

Durham filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. NYRB defaulted on its answer.

» CAS 2024/A/10785 FC Durham Academy v. New York Red Bulls

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Durham is partially upheld; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is set aside; (c) the case is referred back to FIFA; (c) the costs of the arbitration are borne by NYRB; and (d) NYRB shall pay Durham a contribution in the amount of CHF 4,000 towards the legal fees and other expenses.

Preliminary issue

The sole arbitrator reasons that the CAS Code art. R56 does not preclude a respondent who defaulted on answer from pleading at the hearing within the scope of the submission it made in the first instance proceedings. In addition, the sole arbitrator reasons that late filing is sanctioned by not allowing the party to: (i) have an answer on file; (ii) elaborate on the arguments presented in the first instance proceedings; (iii) raise objections that are only permitted to be made within the first written defense, such as a jurisdictional objection; (iv) submit any evidence; (v) request evidentiary measures; and (vi) put forward any motions for relief. As such, the sole arbitrator reasons that a respondent who defaults on answer is not allowed to submit fact or expert witness statements, to call witnesses to testify at the hearing, or to request for the production of documents during the hearing. The sole arbitrator notes that he advised NYRB to stay within the scope of the case it presented before FIFA. The sole arbitrator decides that NYRB can participate at the CAS hearing despite defaulting on its answer.

Main issue

The sole arbitrator reasons that it should be irrelevant in which specific team within a club a player is registered for the purposes of categorization for training compensation. The sole arbitrator further reasons that the training compensation mechanism as an overall framework provides that the concept of club does not necessarily entail that it must be one single legal entity. In addition, the sole arbitrator reasons that it may be possible to consider two separate legal entities as one single club for the purposes of the training compensation system, despite being formally separated in corporate structure if those entities are integrated from a sporting, organizational and operational perspective. The sole arbitrator notes that the apparent depth and breadth of the sporting, organizational and operational integration of NYRB and NYRB II within the same football organization and in the same jurisdiction indicates that NYRB should be considered as an extension of NYRB's player development program for training compensation purposes. The sole arbitrator decides that NYRB and NYRB II are the same club for purposes of training compensation.

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Court of Arbitration for Sport

FIFA Football Tribunal

Players' Status Chamber

FIFA



TAS 2024/A/10719**Federación Boliviana de Fútbol c.
Gustavo Adolfo Costas**Reference number: [TAS 2024/A/10719](#)

Award date: 1 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Member association Federación Boliviana de Fútbol	 Bolivia	Coach Gustavo Adolfo Costas	 Argentina
LEGAL TEAM Lucas Ferrer Attorney-at-law in Barcelona, Spain Joan Milà Attorney-at-law in Barcelona, Spain		LEGAL TEAM Melanie Schärer Attorney-at-law in Pfäffikon, Switzerland	
PANEL	President. Juan Pabo Arriagada Aljaro Attorney-at-law in Santiago, Chile	Arbitrator. José Maria Alonso Puig Attorney-at-law in Madrid, Spain	Arbitrator. Massimo Coccia Attorney-at-law and professor in Rome, Italy

CATEGORY**Employment, Status & Transfer****ISSUES**termination; *ultra petita***RELEVANT RULES & REGULATIONS**

FIFA RSTP; art. 6/Annexe 2

LANGUAGE

Spanish

KEYWORDSbreach of contract; contractual freedom;
just cause; *pacta sunt servanda***CASELAW CITED**

- » **Burden of proof, allocation:** TAS 2015/A/3980; TAS 2021/A/8426, 8429 & 8441; TAS 2021/A/8447 & 8448.
- » **Employment contract, validity of a clause:** CAS 2015/A/3999; CAS 2016/A/4826; CAS 2020/A/6990.
- » **Liquidated damages, parties' autonomy:** CAS 2015/A/4042; CAS 2016/A/4826; CAS 2020/A/6990.
- » **Termination, just cause:** ATF 127 III 153; ATF 129 III 380; TAS 2017/A/5180; TAS 2017/A/5402; TAS 2017/A/5465; TAS 2018/A/6017.

ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Main issue n.1**Did the member association have just cause to terminate the coach's employment contract?**

No, the member association did have just cause to terminate the coach's employment contract.

Main issue n.2**Is the liquidated damages clause valid?**Yes, it is in accordance with the *pacta sunt servanda* principle and subject to the parties' autonomy.**Supporting issue****Does a liquidated damages clause fall under the parties' autonomy?**

Yes, it does fall under the parties' autonomy and must be preserved.

Main issue n.3**Is the FIFA PSC decision *ultra petita*?**

Yes, it is.

TAS 2024/A/10719

**Federación Boliviana de Fútbol c.
Gustavo Adolfo Costas**

**Before the FIFA Football Tribunal
Players' Status Chamber**

- / **1 December 2023:** coach filed claim
- / **22 January 2024:** member association filed answer
- / **28 May 2024:** FIFA PSC issued decision
- / **14 June 2024:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **5 July 2024:** member association filed statement of appeal
- / **9 August 2024:** member association filed appeal brief
- / **9 September 2024:** panel constituted
- / **7 October 2024:** coach filed answer
- / **22 October 2024:** panel decided to hold in-person hearing
- / **24 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **12 December 2024:** member association requested to file evidence
- / **12 December 2024:** panel ordered new evidence
- / **16 December 2024:** coach filed new evidence
- / **18 December 2024:** panel held in-person hearing
- / **26 December 2024:** member association filed submission
- / **27 December 2024:** coach filed comments
- / **3 January 2025:** panel ordered new evidence
- / **7 January 2025:** coach filed new evidence
- / **1 April 2025:** panel issued award

Background

The parties signed an employment agreement on 19 August 2022. The member association notified the coach on 24 October 2023, terminating the employment relationship. The coach replied to the member association's notification on 1 November 2023, stating that the member association did not have just cause to terminate the employment relationship and that the employment contract's termination clause was null. The coach notified the member association on 8 November 2023. The member association replied on 11 November 2023.

The coach sued the member association at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 11 December 2023. The member association filed its answer and a counterclaim on 22 January 2024. The FIFA PSC issued its decision on 28 May 2024, partially accepting the coach's claim and dismissing the member association's counterclaim. The FIFA PSC notified its decision's ground on 14 June 2024.

The member association filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. The coach filed his answer requesting that the panel uphold the FIFA PSC decision.

» TAS 2024/A/10719 Federación Boliviana de Fútbol c. Gustavo Adolfo Costas

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by member association is partially accepted; (b) the FIFA PSC decision is amended; (c) the costs of the arbitration are borne by 40% by the member association and 60% by the coach; and (d) the coach shall pay the member association a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

Main issue n. 1

The panel reasons that the *pacta sunt servanda* principle is a structural element of any legal system, especially the global football framework. In addition, the panel reasons that such principle aims to provide legal grounds to the necessary stability in employment relationships. As such, the panel reasons that the *pacta sunt servanda* principle eases a scenario in which employment relationships would be seriously affected if the parties could cease to fulfill the obligations they voluntarily undertook. However, the panel reasons that such principle is not absolute and that certain situations allow for a just cause early termination of an employment relationship without further consequences. In addition, the panel reasons that just cause is established when the party deciding to terminate the employment contract cannot be expected to continue the employment relationship in good faith under the circumstances on a case-by-case basis. Moreover, the panel reasons that a just cause early termination is an exceptional measure that disrupts the idea of contractual stability by immediately and unilaterally terminating an employment contract under serious breach of contract by one party and as long as the breaching party has been properly notified of its non-compliance and opts to continue its behaviour. The panel notes that the member association did not discharge its burden of proof to establish any breach by the coach that would give rise to a just cause termination. The panel decides that the member association did not have just cause to terminate the coach's employment contract.

Main issue n. 2

The panel reasons a basic contractual premise in torts that a contract is binding between the contracting parties, which is entailed by the *pacta sunt servanda* principle under which the inherent effect of contracts is the fulfillment of what is expressly agreed upon within them. The panel notes that the *pacta sunt servanda* principle has within its scope an early termination clause that includes liquidated damages that the parties have previously negotiated under their contractual freedom. The panel decides that the liquidated damages clause is valid.

Supporting issue

The panel reasons that the parties' autonomy entails that the will of the parties is sufficient to create rights and obligations, as well as to determine the scope and effects of those rights and obligations. As such, the panel reasons that the concept of will must be understood as independence, meaning the absence of subordination to external matters. In addition, the panel reasons that freedom of contract constitutes a transversal legal principle in the field of private law and can be defined as the right that an individual possesses to freely create and develop legal relationships among themselves as well as to perform unilateral legal acts within the limits of the law and subject to rules on capacity. Moreover, the panel reasons that the only limitation that the law imposes on the contracting parties to determine the meaning of the contracts they enter into is precisely the law in itself. The panel further reasons that the application of the principle of

» TAS 2024/A/10719 Federación Boliviana de Fútbol c. Gustavo Adolfo Costas

contractual freedom in the sphere of contracts related to football activities relies on a case-by-case analysis on excessive self-limitation. The panel reasons that such relationships formed through a contract relies on a prior negotiation in which the parties exchange perspectives on rights and expectations with a common goal to reach an agreement while being mindful of their respective objectives, margins of action, and balance of power. The panel notes that the parties opted to enter into a contract, specifically a fixed-term employment contract that includes an early termination clause with a specified amount as compensation. As such, the panel notes that the parties freely established the essential conditions, the nature, and incidental aspects of the employment contract. The panel decides that the liquidated damages clause fall under the parties' autonomy and must be preserved.

Main issue n. 3

The panel reasons that a decision is *ultra petita* when granting more than was requested by a party. The panel notes that the coach had put the member association in default and effectively requested outstanding remuneration in its claim before the FIFA Football Tribunal Players' Status Chamber. However, the panel notes that the coach did not request his November wages. Moreover, the panel notes that the coach did not request his November wages in the appeal proceedings as well. The panel decides that the FIFA PSC is *ultra petita*.

CAS 2024/A/10812

Pedro Miguel Marques Costa
Filipe v. Al Tai Club

Reference number: CAS 2024/A/10812

Award date: 14 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Coach Pedro Miguel Marques Costa Filipe	 Portugal	 Club Al Tai Club	 Saudi Arabia
LEGAL TEAM Nuno Rêgo Attorney-at-law in Porto, Portugal		LEGAL TEAM Not available	

SOLE ARBITRATOR	Fabio Iudica Attorney-at-law in Milan, Italy

CATEGORY

Employment, Status & Transfer

ISSUES

compensation; termination

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. Feb.24; art. 6/Annexe 2

LANGUAGE

English

KEYWORDS

duty of mitigation; just cause; legitimate expectation; *venire contra factum proprium*

CASELAW CITED

None



ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Main issue

Is the coach entitled to receive amounts in excess of the compensation received?
No, the coach is not entitled to receive amounts in excess of the compensation received.

CAS 2024/A/10812**Pedro Miguel Marques Costa Filipe
v. Al Tai Club****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **22 May 2024:** coach filed claim
- / **27 June 2024:** FIFA PSC issued decision

**Before the Court of Arbitration for
Sport**

- / **19 August 2024:** coach filed statement of appeal
- / **26 August 2024:** FIFA renounced intervention
- / **29 August 2024:** coach filed appeal brief
- / **15 October 2024:** club filed unsolicited submission
- / **30 December 2024:** sole arbitrator appointed
- / **27 January 2025:** sole arbitrator excluded submission
- / **5 February 2025:** sole arbitrator decided not to hold hearing
- / **6 February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **14 April 2025:** sole arbitrator issued award

Background

The parties signed an employment agreement on 17 July 2022. The club announced on its social media that it had dismissed the coach on 23 January 2023. The coach signed a new employment contract with a Brazilian club on 23 March 2023. Based on the FIFA proceedings and decision, the club paid the coach the balance between the remuneration provided for in the employment contract and the remuneration earned by the coach with his new club. The coach put the club in default for outstanding remuneration on 20 November 2023.

The coach sued the club at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 22 May 2024 requesting outstanding remuneration. The FIFA PSC rendered its decision on 27 June 2024, rejecting the coach's claim.

The coach filed his appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. The club did not file its answer within the appropriate deadline.

» CAS 2024/A/10812 Pedro Miguel Marques Costa Filipe v. Al Tai Club

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by coach is dismissed; (b) the FIFA Football Tribunal Players' Status Chamber decision is confirmed; (c) the costs of the arbitration are borne by the coach; and (d) each party shall bear its own legal fees and other expenses.

Main issue

The sole arbitrator reasons that the claiming party has the burden of proving the existence of a fact that bases such claim. The sole arbitrator notes that the coach did not discharge his burden of proof that the club owed him amounts in excess of the compensation already paid. The sole arbitrator decides that the coach is not entitled to receive amounts in excess of the compensation received.

CAS 2023/A/10202**SK Slavia Praha a.s. v.
36 Lion Football Club**Reference number: [CAS 2023/A/10202](#)

Award date: 22 April 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

SK Slavia Praha – Fotbal A.S.

Czech Republic

LEGAL TEAM

SK Slavia Praha | Fotbal A.S. in Praha, Czech Republic
Martin Riha | CEO and Vice-Chairman of the Board

RESPONDENT

Club

36 Lion Football Club

Nigeria

LEGAL TEAM

Pedro Macieirinha | Attorney-at-law in Vila Real, Portugal

SOLE ARBITRATOR

Eligiusz Krześniak | Attorney-at-law in Warsaw, Poland

CATEGORY**Employment, Status & Transfer****ISSUES***locus standi*; sanction; transfer**RELEVANT RULES & REGULATIONS**

None mentioned

LANGUAGE

English

KEYWORDS

sell-on fee; standing to be sued

CASELAW CITED

None

**ORIGIN**

FIFA Football Tribunal Players' Status Chamber, appeal

Main issue**Does Slavia Praha warrant a sanction?**

No, Slavia Praha does not warrant a sanction as it did not violate its contractual obligations and, although FIFA is not a party to the proceedings, the warning it imposed on the club was lifted.

CAS 2023/A/10202

SK Slavia Praha a.s. v.
36 Lion Football Club

**Before the FIFA Football Tribunal
Players' Status Chamber**

- / **21 August 2023:** Lion filed claim
- / **7 September 2023:** Slavia Praha filed answer
- / **10 October 2023:** PSC rendered decision
- / **24 October 2023:** Slavia Praha requested grounds
- / **17 November 2023:** PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **7 December 2023:** Slavia Praha filed statement of appeal
- / **15 December 2023:** Slavia Praha filed appeal brief
- / **29 December 2023:** FIFA renounced intervention
- / **15 January 2024:** sole arbitrator appointed
- / **2 February 2024:** Lion filed answer
- / **27 March 2024:** sole arbitrator held hearing
- / **22 April 2025:** sole arbitrator issued award

Background

The parties signed a transfer agreement on 31 March 2022, which included a sell-on fee clause in favour of Lion. Slavia Praha loaned the player to an Austrian club on 18 January 2023 for a fee and that included a fixed transfer fee for the player's permanent transfer. Lion invoiced Slavia Praha for its partial sell-on shares on 26 July 2023. Lion gave Slavia Praha 10 days to remedy its payment default on 28 July 2023. Slavia Praha answered Lion on 1 August 2023, noting that Lion had calculated the amount due incorrectly. Lion granted disagreed and gave Slavia Praha another 10-day deadline on 4 August 2023. Slavia Praha answered on 9 August 2023, explaining its interpretation of the transfer agreement. On the same date, Lion requested full payment. Slavia Praha paid Lion on 21 August 2023 the amount it considered due.

Lion sued Slavia Praha at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 21 August 2023, requesting that Slavia Praha pay its sell-on fee share in full. The FIFA PSC rendered its decision on 10 October 2023, partially accepting Lion's claim and imposing a warning on Slavia Praha. The FIFA PSC notified its decision's grounds on 17 November 2023.

Slavia Praha filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. Slavia Praha requested that the sole arbitrator: (a) amend the FIFA PSC decision, rejecting all Lion's claims; and (b) lift the FIFA PSC-imposed warning to Slavia Praha. In short, Slavia Praha alleged that it had paid the sell-on fee in full.

Lion filed its answer requesting that the sole arbitrator uphold the FIFA PSC decision. Lion alleged that Slavia Praha did not pay the full sell-on fee. In short, the Lion's position is that the sole arbitrator should dismiss Slavia Praha's appeal, confirm the FIFA PSC decision, and impose a warning on Slavia Praha.

» CAS 2023/A/10202 SK Slavia Praha a.s. v. 36 Lion Football Club

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Slavia Praha is upheld; (b) the FIFA Football Tribunal Players' Status Chamber decision is set aside; (c) the costs of the arbitration are borne by Lion; and (d) Lion shall pay the Slavia Praha a contribution in the amount of CHF 4,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that a sanction is justified when a party violates its contractual obligations. The sole arbitrator notes that Slavia Praha has not violated its contractual obligations as it paid Lion's shares relating to the sell-on fee as agreed between the clubs. The sole arbitrator decides that the FIFA-imposed warning is not justified. It is noteworthy that the appeal deals with an alleged default in paying Lion's sell-on fee shares and that Slavia Praha did not summon FIFA in its appeal, nevertheless the sole arbitrator did not analyse any issue pertaining to *locus standi* when lifting the FIFA-imposed warning and did not take into account any CAS case law relating to the imposition of sanctions.

CAS 2023/A/9960**Sporting Clube de Portugal v.
FC Internazionale Milano S.p.A**Reference number: [CAS 2023/A/9960](#)

Award date: 25 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Sporting Clube de Portugal	 Portugal	 Club FC Internazionale Milano S.p.A	 Italy
LEGAL TEAM Kellerhals Carrard in Lausanne, Switzerland Louise Riley S.C. Barrister Edgar Philippin Attorney-at-law Riccardo Coppa Attorney-at-law		LEGAL TEAM Lévy Kaufmann-Kohler in Geneva, Switzerland Antonio Rigozzi Attorney-at-law Eolos Rigopoulos Attorney-at-law Patrick Pithon Attorney-at-law	
PANEL	President. Leanne O'Leary Solicitor in Liverpool, United Kingdom	Arbitrator. Petros C. Mavroidis Professor in New York, United States	Arbitrator. Pierre Muller Former judge in Lausanne, Switzerland

CATEGORY**Employment, Status & Transfer****ISSUES**

evidence; transfer

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. Jul.22; definitions

LANGUAGE

English

KEYWORDSbreach of contract; evidence production;
sell-on fee**CASELAW CITED**

- » **Burden of proof, allocation:** CAS 2009/A/1810 & 1811; CAS 2020/A/6796.
- » **Contractual interpretation, parties' intention:** 4A_596/2018; ATF 128 III 419; ATF 129 III 664; ATF 136 III 186; AFT 144 III 93; CAS 2013/A/3133; CAS 2015/O/4362; CAS 2016/A/4544; CAS 2017/A/5172; CAS 2019/A/6525.
- » **Evidence, fishing expedition:** CAS 2017/A/5242; CAS 2017/A/5498.
- » **Evidence, panel's discretion:** CAS 2019/A/6226.
- » **Evidence, third parties:** CAS 2010/A/2079.

ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Preliminary issue

Does Sporting's request to produce documents satisfy the minimum requirements?
 Partially yes, Sporting's request to produce documents do satisfy the minimum requirements.

CAS 2023/A/9960**Sporting Clube de Portugal v. FC Internazionale Milano S.P.A****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **29 July 2022:** Sporting filed claim
- / **10 August 2023:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **31 August 2023:** Sporting filed statement of appeal
- / **31 August 2023:** Sporting requested evidence production
- / **7 September 2023:** FIFA requested exclusion
- / **14 September 2023:** Sporting objected
- / **15 September 2023:** exclusion rejected
- / **27 September 2023:** FIFA filed comments
- / **27 September 2023:** FIFA requested exclusion
- / **5 October 2023:** Inter objected to evidence production
- / **1 November 2023:** panel constituted
- / **21 November 2023:** evidence production partially accepted
- / **5 December 2023:** Inter filed comments
- / **14 December 2023:** Sporting accepted FIFA's exclusion
- / **14 December 2023:** exclusion granted
- / **22 January 2024:** Sporting filed appeal brief
- / **19 April 2024:** Inter filed answer
- / **2 May 2024:** panel decided to hold in person hearing
- / **20 November 2024:** panel issued hearing directions
- / **28 November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **9 December 2024:** panel held hybrid hearing
- / **25 April 2025:** panel issued award

Background

The parties signed a transfer agreement on 27 August 2016, according to which Inter had agreed to pay Sporting a fixed amount, some conditional bonuses, and a priority clause with its respective contractual penalty. On 5 October 2020, the player transferred from Inter back to Sporting on loan. In March 2021, Sporting approached Inter to inquire about the player's potential definitive transfer. Between 24 June 2021 and 7 July 2021, various media outlets and websites reported that Inter, Benfica and the player were in negotiations. On 12 July 2021, Inter terminated its employment relations with the player and Sporting sent a letter to Inter reminding it of its obligations under the transfer agreement. On 13 July 2021, Benfica publicly announced the player signing. Later that day, Sporting published a statement on its website and Inter responded in a statement published on its website.

Sporting sued Inter at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 29 July 2022, requesting payment of the penalty clause. The FIFA PSC rejected Sporting's claim and notified its decision's grounds on 10 August 2023.

Sporting filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. Inter filed its answer requesting that the panel uphold the FIFA PSC decision.

» CAS 2023/A/9960 Sporting Clube de Portugal v. FC Internazionale Milano S.P.A

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Sporting is dismissed; (b) the FIFA Football Tribunal Players' Status Chamber decision is confirmed; (c) the costs of the arbitration are borne by Sporting; and (d) Sporting shall pay Inter a contribution in the amount of CHF 12,000 towards the legal fees and other expenses.

Preliminary issue

The panel reasons that an order to produce documents at an early stage of legal proceedings can assist to formulate a claim and may also facilitate the settlement of a dispute. In addition, the panel reasons that there is no time constraint in CAS Code art. R44.3 that limits the admissibility of document production requests. Furthermore, the panel reasons that it has discretion to order the production of documents provided that the requesting party demonstrates that the documents likely exist and are relevant. As such, the panel reasons that a document production request will not be granted when deemed overly broad, not identifying specifically a relevant document, and amounting to nothing more than a *fishing expedition*. The panel reasons that it has the power to order document production against another party to the proceedings. As such, the panel reasons that it does not have the power to order production of documents from third parties. The panel notes that Sporting's request for FIFA to produce documents production was overly broad, did not identify a specific relevant document, and seemed like a fishing expedition. Moreover, the panel notes that Sporting's request for Inter to produce documents appears relevant to Sporting's claim against Inter and that the documents requested are likely to exist. The panel also notes that all Sporting's request for Inter to produce documents are specific enough to meet the requirements, but one that seeks "other information" in general. The panel decides that some of the Sporting's requests to produce documents satisfy the minimum requirements.

TAS 2024/A/10468

Club Cerro Porteño c. Club América de México S.A. de C.V.

Reference number: [TAS 2024/A/10468](#)

Award date: 25 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT



Club

Club Cerro Porteño



Paraguay

LEGAL TEAM

Juan José Bestard Cáceres | Attorney-at-law in Asunción, Paraguay

RESPONDENT



Club

Club América de México



Mexico

LEGAL TEAM

Luis Torres Septién Warren | Attorney-at-law in Madrid, Spain
Javier Ferrero Muñoz | Attorney-at-law in Madrid, Spain
José María Zayas Prado | attorney-at-law in Mexico City, Mexico

SOLE ARBITRATOR

Mariano Clariá | Attorney-at-law in Buenos Aires, Argentina

CATEGORY

Employment, Status & Transfer

ISSUES

transfer

RELEVANT RULES & REGULATIONS

Swiss Code d'Obligations, art. 18

LANGUAGE

Spanish

KEYWORDS

breach of contract; sell-on fee

CASELAW CITED

Contractual interpretation, contextual analysis: ATF 133 III 406.

Contractual interpretation, parties' intention: SFT 4A_619/2016; ATF 129 III 118; ATF 128 III 419.

ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Main issue

Does the sell-on fee clause's net amount provision include contractual penalty clauses?
Yes, it does.

TAS 2024/A/10468**Club Cerro Porteño c. Club América de México S.A. de C.V.****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **22 September 2023:** Cerro filed claim
- / **13 November 2023:** América filed answer
- / **25 November 2023:** América filed evidence
- / **1 December 2023:** Cerro filed comments
- / **29 January 2024:** FIFA PSC rendered decision
- / **12 March 2024:** FIFA PSC notified grounds

Before the Court of Arbitration for Sport

- / **2 April 2024:** Cerro filed statement of appeal
- / **22 April 2024:** Cerro filed appeal brief
- / **27 May 2024:** sole arbitrator appointed
- / **20 June 2024:** América filed answer
- / **20 August 2024:** sole arbitrator decided to hold online hearing
- / **23 August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **29 October 2024:** sole arbitrator held online hearing
- / **25 April 2025:** sole arbitrator issued award

Background

On 6 January 2017, Cerro and América signed a transfer agreement. According to the transfer agreement, Cerro had a 10% sell-on fee regarding the player transferred to América. On 17 January 2019, América and an Argentinean club signed a transfer agreement regarding the same player. On 11 February 2019, Cerro requested América the transfer agreement copy. On 16 February 2019, América informed Cerro the amounts that the Argentinean club had agreed to pay América. On the same day, América requested Cerro for an invoice relating to sell-on of the first instalment of the transfer agreement. On 18 February 2019, Cerro sent the invoice. In May 2019, América paid the first invoice in full. On 4 February 2020, Cerro sent an invoice relating to the second instalment. On 5 February 2020, América informed Cerro that the Argentinean club had defaulted on the payment.

On 16 June 2020, the FIFA Football Tribunal Players' Status Chamber rendered its award in the dispute regarding the transfer amount due by the Argentinean club to América. On 31 August 2020, Cerro requested América information regarding payment. On 1 September 2020, América informed Cerro that the Argentinean club was in default regarding payment. On 15 September 2020, the Argentinean club appealed to the Court of Arbitration for Sport. On 30 October 2020, América filed a second claim against the Argentinean club before the FIFA PSC. On 26 February 2021, the CAS panel issued its decision. On 31 March 2021, Cerro requested América information regarding payment. On the same date, América informed Cerro that the Argentinean club was in default regarding payment. On 30 April 2021, América and the Argentinean club reached a settlement agreement.

On 3 November 2021, América filed a claim before the FIFA PSC against the Argentinean club. On 1 December 2021, Cerro requested América information regarding payment. On 2 December 2021, América informed Cerro that the Argentinean club was in default regarding payment and that the outstanding amount was subject to litigation. On 3 December 2021, Cerro requested América information regarding the dispute. On 6 December 2021, the FIFA PSC rendered its decision, accepting América's claim. On 4 April 2022, Cerro requested América information regarding payment. On 7 April 2022, América informed Cerro that the outstanding amount was subject to litigation. Cerro requested América information regarding payment on 28 June 2022 and 11 October 2022.

On 27 December 2022, Cerro notified América and requested payment. On 10 January 2023, América informed Cerro that the outstanding amount was subject to enforcement. On 5 July 2023, Cerro and the Argentinean club reached a settlement agreement. On 6 July 2023, the Argentinean club published a statement in its social media that it had reached an agreement with América. Cerro requested América information regarding the settlement agreement on 7 July 2023 and 24 August 2023.

Cerro sued América at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 22 September 2023 requesting the outstanding amount due. América filed its answer on 13 November 2024 and filed new evidence on 25 November 2023 that included partial proof of payment. Cerro filed its comments and amended its request for relief. The FIFA PSC rendered its decision on 29 January 2024, partially accepting Cerro's claim.

TAS 2024/A/10468**Before the FIFA Football Tribunal
Players' Status Chamber**

- / **22 September 2023:** Cerro filed claim
- / **13 November 2023:** América filed answer
- / **25 November 2023:** América filed evidence
- / **1 December 2023:** Cerro filed comments
- / **29 January 2024:** FIFA PSC rendered decision
- / **12 March 2024:** FIFA PSC notified grounds

Before the Court of Arbitration for Sport

- / **2 April 2024:** Cerro filed statement of appeal
- / **22 April 2024:** Cerro filed appeal brief
- / **27 May 2024:** sole arbitrator appointed
- / **20 June 2024:** América filed answer
- / **20 August 2024:** sole arbitrator decided to hold online hearing
- / **23 August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **29 October 2024:** sole arbitrator held online hearing
- / **25 April 2025:** sole arbitrator issued award

Cerro filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. América filed its answer requesting that the sole arbitrator uphold the FIFA PSC decision.

» TAS 2024/A/10468 Club Cerro Porteño c. Club América de México S.A. de C.V.

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Cerro is partially accepted; (b) the FIFA Football Tribunal Players' Status Chamber decision is amended; (c) the costs of the arbitration are borne 20% by Cerro and 80% by América; and (d) América shall pay Cerro a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that a typical sell-on fee clause is participation in the profits derived from a future transfer. In addition, the sole arbitrator reasons that such clauses are commonplace in football transfers. Moreover, the sole arbitrator reasons that such clauses include a way to determine the amount due by the debtor to the creditor. The sole arbitrator notes that the sell-on fee clause in the transfer agreement between Cerro and América includes a net amount provision. In addition, the sole arbitrator notes a net amount provision covers any income derived directly from the player's transfer and encompasses the principal and variable payments as well as ancillary amounts linked to the fulfillment of these obligations. As such, the sole arbitrator notes that such provisions cover contractual penalties in relation to the default of the amount that originates the sell-on fee. The sole arbitrator decides that América must pay Cerro the sell-on fee pertaining to the contractual penalty it received from the player's transfer to the Argentinean club.

TAS 2022/A/9089**A. A. Argentino Juniors c. Málaga Club de Fútbol SAD**Reference number: [TAS 2022/A/9089](#)

Award date: 30 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club A. A. Argentino Juniors	 Argentina	 Club Málaga Club de Fútbol SAD	 Spain
LEGAL TEAM Ariel N. Reck Attorney-at-law in Buenos Aires, Argentina		LEGAL TEAM Alberto Díaz Hurtado Attorney-at-law in Málaga, Spain	
PANEL President. Anna Peniche Attorney-at-law in México City, Mexico		Arbitrator. Mariano Clariá Attorney-at-law in Buenos Aires, Argentina	Arbitrator. José J. Pintó Attorney-at-law in Barcelona, Spain

CATEGORY**Employment, Status & Transfer****ISSUES**

transfer

RELEVANT RULES & REGULATIONS

SCO; art. 18

LANGUAGE

Spanish

KEYWORDS

breach of contract

CASELAW CITED

» **De novo review, costs:** CAS 2013/A/3054; CAS 2020/A/6994.

**ORIGIN**

FIFA Football Tribunal Players' Status Chamber, appeal

Main issue**Is Argentino Juniors entitled to be compensated by Málaga?**

Yes, it is.

TAS 2022/A/9089

**A. A. Argentino Juniors c. Málaga
Club de Fútbol SAD**

**Before the FIFA Football Tribunal
Players' Status Chamber**

- / **2 May 2022:** Argentino Juniors filed claim
- / **12 June 2022:** FIFA PSC rendered decision
- / **21 July 2022:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **10 August 2022:** Argentino Juniors filed statement of appeal
- / **22 August 2022:** FIFA renounced intervention
- / **29 August 2022:** Argentino Juniors filed appeal brief
- / **27 October 2022:** Málaga filed answer
- / **4 November 2022:** panel constituted
- / **15 November 2022:** panel decided to hold hearing
- / **November 2022:** CAS Court Office forwarded order of procedure to the parties
- / **30 November 2022:** panel ordered Málaga to produce evidence
- / **7 December 2022:** Málaga filed evidence
- / **18 January 2023:** panel held online hearing
- / **30 April 2025:** panel issued award

Background

The parties signed a transfer agreement on 25 August 2017. Argentino Juniors received a notice from the *Agencia Estatal de Administración Tributaria* de España on 27 January 2021, requesting information regarding the transfer of players to two Spanish clubs, including the transaction with Málaga. The AEAT notified Argentino Juniors on 11 November 2021, requesting that it pay a fixed amount regarding the transfer. Argentino Juniors sent an email to Málaga on 9 December 2021, requesting that it complied with the transfer agreement and compensate Argentino Juniors. Málaga rejected Argentino Juniors' request on 13 December 2021.

Argentino Juniors sued Málaga at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 2 May 2022, requesting compensation. The FIFA PSC issued its decision on 12 June 2022, dismissing Argentino Juniors' claim. The FIFA PSC notified its decision's grounds on 21 July 2022.

Argentino Juniors filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. Málaga filed its answer requesting that the panel uphold the FIFA PSC decision.

» TAS 2022/A/9089 A. A. Argentino Juniors c. Málaga Club de Fútbol SAD

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Argentino Juniors is upheld; (b) the FIFA Football Tribunal Players' Status Chamber decision is amended; (c) the costs of the arbitration are borne by Málaga; and (d) Málaga shall pay Argentino Juniors a contribution in the amount of CHF 4,000 towards the legal fees and other expenses.

Main issue

The panel reasons that the true and common intention of the parties must be ascertained without dwelling on any inexact expressions or designations they may have used either in error or by way of disguising the true nature of the agreement when assessing the form and terms of a contract. The panel notes that the parties freely opted to conclude the termination agreement. In addition, the panel notes that the parties opted to regulate a specific situation which occurred. The panel decides that Argentino Juniors is entitled to be compensated by Málaga.

CAS 2023/A/9412

Deportivo Saprissa v. Hapoel Beer Sheva FC

Reference number: [CAS 2023/A/9412](#)

Award date: 1 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Deportivo Saprissa



Costa Rica

LEGAL TEAM

Juan de Dios Crespo Pérez | Attorney-at-law in Valencia, Spain
Juan Cresp Ruíz-Huerta | Attorney-at-law in Valencia, Spain

RESPONDENT

Club

Hapoel Beer Sheva



Israel

LEGAL TEAM

Roi Rozen | Attorney-at-law in Bnei-Brak, Israel

PANEL**President.****Martin Schimke**

Attorney-at-law in Düsseldorf, Germany

Arbitrator.**José Juan Pintó**

Attorney-at-law in Barcelona, Spain

Arbitrator.**Janos Katona**

Attorney-at-law in Budapest, Hungary

AD HOC CLERK

Adam Thew | Attorney-at-law in Bonn, Germa

CATEGORY**Employment, Status & Transfer****ISSUES**

transfer

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. Oct.22

LANGUAGE

English

KEYWORDS

sell-on fee

CASELAW CITED

» **Sell-on, scope:** CAS 2010/A/2098;
CAS 2016/A/4379; CAS 2019/A/6525;
CAS 2021/A/8099.

ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Main issue

Is Beer Sheva entitled to the sell-on fee amount?

Yes, it is.

CAS 2023/A/9412**Deportivo Saprissa v.
Hapoel Beer Sheva FC****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **6 September 2022:** Beer Sheva filed claim
- / **6 December 2022:** FIFA PSC issued decision
- / **11 January 2023:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **31 January 2023:** Saprissa filed statement of appeal
- / **22 February 2023:** FIFA renounced intervention
- / **2 March 2023:** Saprissa filed appeal brief
- / **29 May 2023:** Beer Sheva filed answer
- / **30 May 2023:** panel constituted
- / **30 June 2023:** *ad hoc* clerk appointed
- / **21 July 2023:** panel decided to hold online hearing
- / **2 August 2023:** Saprissa filed submission
- / **23 August 2023:** CAS Court Office forwarded order of procedure to the parties
- / **6 November 2023:** Beer Sheva requested hearing's postponement
- / **27 November 2023:** panel postponed hearing
- / **27 November 2023:** CAS Court Office forwarded updated order of procedure to the parties
- / **28 February 2024:** panel held online hearing
- / **1 May 2025:** panel issued award

Background

The parties signed a transfer agreement on 10 June 2020, which included a sell-on fee clause in favour of Beer Sheva. Saprissa signed a transfer agreement regarding the same player in the summer of 2022 with a Russian club.

Beer Sheva sued Saprissa at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 6 September 2022 requesting that Saprissa pay the sell-on fee due. The FIFA PSC rendered its decision on 6 December 2022, accepting Beer Sheva's claim. The FIFA PSC notified its decision's grounds on 11 January 2023.

Saprissa filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. Beer Sheva filed its answer requesting that the panel uphold the FIFA PSC decision.

» CAS 2023/A/9412 Deportivo Saprissa v. Hapoel Beer Sheva FC

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Saprissa is dismissed; (b) the FIFA Football Tribunal Players' Status Chamber decision is confirmed; (c) the costs of the arbitration are borne by Saprissa; and (d) Saprissa shall pay Beer Sheva a contribution in the amount of CHF 4,000 towards the legal fees and other expenses.

Main issue

The panel reasons that the FIFA regulations do not define or categorize sell-on clauses. In addition, the panel reasons that sell-on clauses are a conditional contractual obligation that both clubs commit to upon an initial transfer of a player. As such, the panel reasons that sell-on clauses typically intend to be activated by any form of movement of the player's registration to a new club for value. The panel notes that the player terminated his employment contract with Saprissa and, then, signed with a Russian club. In addition, the panel notes that Saprissa received USD 600,000 compensation for the player's unilateral breach of contract. The panel further notes that the player's employment contract included an exit clause triggered by third parties and for a USD 600,000 fee. The panel decides that Beer Sheva is entitled to receive the amount corresponding to the sell-on fee clause.

CAS 2022/A/9158**Jorge Hernán Crespo v.
São Paulo Futebol Clube**Reference number: [CAS 2022/A/9158](#)

Award date: 2 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Coach Jorge Hernán Crespo	 Argentina	 Club São Paulo Futebol Clube	 Brazil
LEGAL TEAM Rafael Trevisán Attorney-at-law in Buenos Aires, Argentina Santiago Casares Attorney-at-law in Buenos Aires, Argentina		LEGAL TEAM André Sica attorney-at-law in São Paulo, Brazil Pedro Henrique Mendonça Attorney-at-law in São Paulo, Brazil	
PANEL	President. Ricardo de Buen Rodríguez Attorney-at-law in Mexico City, Mexico	Arbitrator. Luiz Felipe Guimarães Santoro Attorney-at-law in São Paulo, Brazil	Arbitrator. Roberto Moreno Rodríguez Alcalá Attorney-at-law in Asunción, Paraguay

CATEGORY**Employment, Status & Transfer****ISSUES**

termination

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. Aug.21; annexe 8/art. 5

LANGUAGE

English

KEYWORDS

breach of contract; compensation; just cause

CASELAW CITED

None

ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Main issue**Does the coach have standing to sue regarding his claims derived from the image rights agreement?**

Yes, the coach has standing to sue.

CAS 2022/A/9158**Jorge Hernán Crespo v.
São Paulo Futebol Clube****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **4 February 2022:** coach filed claim
- / **19 July 2022:** FIFA PSC issued decision
- / **1 September 2022:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **21 September 2022:** coach filed statement of appeal
- / **17 October 2022:** coach filed appeal brief
- / **22 November 2022:** club filed answer
- / **23 November 2022:** panel constituted
- / **2 February 2023:** panel decided to hold online hearing
- / **8 February 2023:** CAS Court Office forwarded order of procedure to the parties
- / **21 February 2023:** FIFA submitted case file
- / **28 March 2023:** panel held online hearing
- / **2 May 2025:** panel issued award

Background

The parties signed employment and image rights agreements on 15 February 2022. The club notified the coach of its unilateral termination of the agreements on 13 October 2021. The coach sent the club a default notice on 21 December 2021. The club replied to the coach on 7 January 2022.

The coach sued the club at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 4 February 2022 requesting compensation. The FIFA PSC issued its decision on 19 July 2022, partially accepting the coach's claim. The FIFA PSC notified its decision on 1 September 2022.

The coach filed his appeal with CAS requesting that the panel set aside the FIFA PSC decision. The club filed its answer requesting that the panel uphold the FIFA PSC decision.

» CAS 2022/A/9158 Jorge Hernán Crespo v. São Paulo Futebol Clube

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the coach is upheld; (b) the FIFA PSC decision is amended; (c) the costs of the arbitration are borne by the club; and (d) the club shall pay the coach a contribution in the amount of CHF 4,000 towards the legal fees and other expenses.

Main issue

The panel reasons that it must analyze the following elements to assess whether an former employee has standing to sue regarding an image rights agreement between a third party and the employer: (i) the nature of the image rights agreement and its relationship with the employment contract; (ii) the specific content of the image rights agreement in relation to the claiming party's standing to sue; and (iii) the context in which the employment relationship ended. The panel notes that both the employment and the image rights agreements govern the employment relationship between the coach and the club. In addition, the panel notes that the image rights agreement related to the coach personally. Moreover, the panel notes that the termination letter that the club sent to the coach recognizes the coach's entitlement to receive any due amount in accordance with the image rights agreement. The panel decides that the coach has standing to sue.

CAS 2023/A/9963**Santos FC v.
Unión Deportiva Almería SAD &
FIFA**Reference number: [CAS 2023/A/9963](#)

Award date: 2 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N. 1	
 Club Santos Futebol Clube	 Brazil	 Club Unión Deportiva Almería SAD	 Spain
LEGAL TEAM CCLA Advogados in São Paulo, Brazil Cristiano Caús Attorney-at-law Raphael Paçó Barbieri Attorney-at-law Helena Resstel Meirelles e Silva Attorney-at-law Leonardo Franco Belloti Attorney-at-law		LEGAL TEAM 14 Sports Law in Lisbon, Portugal Luís Cassiano Neves Attorney-at-law Matilda Costa Dias Attorney-at-law Frederico Bensimon Attorney-at-law Gabriel Eguinoa Attorney-at-law Kosmas Mitsios Attorney-at-law	
PANEL		RESPONDENT N. 2	
President. Wouter Lambrecht Attorney-at-law in Geneva, Switzerland		IF Fédération Internationale de Football Association (FIFA)	
Arbitrator. Rui Botica Santos Attorney-at-law in Lisbon, Portugal		 Switzerland	
Arbitrator. Miguel Cardenal Carro Professor in Madrid, Spain		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Alexander Jacobs Senior legal counsel	

CATEGORY**Employment, Status & Transfer****ISSUES**

transfer

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. Oct.22

SCO; art. 28

LANGUAGE

English

KEYWORDS

assignment of receivable

CASELAW CITED

- » **Standard of proof, comfortable satisfaction:** CAS 2015/A/3981.
- » **Good faith, duty to inform:** ATF 116 1990 II.

**ORIGIN**

FIFA Football Tribunal Players' Status Chamber, appeal

Main issue**Did Santos induce Almería by fraud under article 28 SCO?**

No, Almería did not discharge its burden of proof.

Supporting issue**Did Santos intentionally deceive Almería?**

No, Almería did not discharge its burden of proof.

CAS 2023/A/9963

Santos FC v.
Unión Deportiva Almería SAD &
FIFA

**Before the FIFA Football Tribunal
Players' Status Chamber**

- / **17 February 2023:** Santos filed claim
- / **4 July 2023:** FIFA PSC rendered decision
- / **17 August 2023:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **6 September 2023:** Santos filed statement of appeal
- / **28 September 2023:** Santos filed appeal brief
- / **12 December 2023:** Almería filed answer
- / **29 December 2023:** FIFA filed answer
- / **10 January 2023:** panel constituted
- / **24 January 2024:** panel decided to hold hearing
- / **26 February 2024:** CAS Court Office forwarded order of procedure to the parties
- / **3 May 2024:** panel held in-person hearing
- / **2 May 2025:** panel issued award

Background

The parties signed a transfer agreement on 18 July 2022. Santos signed a document entitled “Indicative Term Sheet” with Superfute on 3 August 2022 to assign the transfer receivables to an investor. Santos and Almería amended the transfer agreement on 12 August 2022. Santos informed Almería on 22 August 2022 the deed of assignment. Almería paid Santos on 26 August 2022 the amount regarding the transfer agreement and a further payment in relation to another player that Santos transferred to Almería. Santos sent emails to Almería on 2 September 2022 and 5 September 2022 in relation to the financial transaction. Almería rejected Santos’ request to advance an instalment on 6 September 2022. Santos sent a termination letter to Superfute and the investor on 22 September 2022 and forwarded it to Almería. The investor replied to the termination letter on 23 September 2022. Santos ratified its termination letter on 26 September 2022. On the same date, Santos sent a formal notice to Almería requesting that it sign a document acknowledging the cancellation of the assignment transaction. Almería informed Santos on 28 September 2022 that it had received a letter from the Spanish fiscal authorities on 15 September 2022 by means that the *Agencia Tributaria* partially “embargoed” a fixed amount relating to a debt Santos had with it. Furthermore, the embargo letter states that Almería was prohibited from making payments or signing any assignment of receivables in favour of third parties until Santos had regularized its debt with the *Agencia Tributaria*. The investor’s director sent an email to Santos challenging the termination letter on 29 September 2022. Santos sent a default notice to Almería on 3 October 2022. Almería exchanged emails with its external counsel on 18 October 2022, who replied on 20 October 2022 sharing an offer from GCS Funding regarding a new potential assignment of receivables. Almería’s external counsel shared the offer with Santos on 2 November 2022. Santos replied on 4 November 2022. Almería paid Santos’ debt in accordance with the embargo letter on 7 November 2022 and 31 October 2023.

Santos sued Almería at the FIFA Football Tribunal Players’ Status Chamber for breach of contract on 17 February 2023. The FIFA PSC rendered its decision on 4 July 2023, dismissing Santos’ claim for being “premature”. The FIFA PSC notified its decision’s grounds on 17 August 2023.

Santos filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. The respondents filed their respective answers requesting that the panel uphold the FIFA PSC decision.

» CAS 2023/A/9963 Santos FC v. Unión Deportiva Almería SAD & FIFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Santos is partially upheld; (b) the FIFA Football Tribunal Players' Status Chamber decision is amended; (c) the costs of the arbitration are borne 10% by Santos and 90% by Almería; and (d) Almería shall pay Santos a contribution in the amount of CHF 12,000 towards the legal fees and other expenses.

Main issue

The panel reasons that the SCO art. 28(I) requires three simultaneous conditions to establish fraud: (i) the existence of an intentional deception; (ii) the existence of an error; and (iii) a causal link between the intentional deceptive behaviour and the conclusion of a contract. In addition, the panel reasons that the party who alleges such a fraud has the burden of proving that all three conditions are cumulatively met. The panel notes that Almería did not discharge its burden of proving the conditions relevant to establish a fraudulent behaviour by Santos. The panel decides that Almería did not prove that Santos induce it by fraud.

Supporting issue

The panel reasons that the element of intentional deception necessary to establish fraud in accordance with SCO art. 28(I) implies the existence of an intentional fraudulent behaviour aiming at either: (i) causing the defrauded party to have a false representation of the reality; or (ii) taking advantage of a pre-existing false representation of the reality by the other party. As such, the panel reasons that an act of fraud may be committed by intentionally affirming false facts or by intentionally concealing true facts. In addition, the panel reasons that intentional concealment of true facts exists when a party has an obligation to disclose certain facts. Moreover, the panel reasons that Swiss law does not provide for a general duty to inform the other party of all the elements surrounding the conclusion of a contract. The panel further reasons that each party has duties of diligence and curiosity regarding relevant information when negotiating. As such, the panel reasons that each party has a threshold to inquire sufficiently. The panel notes that Almería alleged that Santos intentionally concealed true facts. In addition, the panel notes that that Almería did not discharge its duty to collect the relevant information and to require further information from Santos before signing the transfer agreement. Furthermore, the panel notes that Almería should have been more diligent by demanding that Santos provides a negotiating declaration as it seen to have assumed that the absence of tax debts by either club was a fundamental prerequisite of the transaction. As such, the panel notes that it takes two parties to successfully tango the word of assigning receivables as well as that an assignment can fall through for reasons attributable to the seller and/or the debtor. The panel decides that Almería did not discharge its burden of proving that Santos intentionally deceived Almería.

TAS 2024/A/10720**Federación Boliviana de Fútbol c.
Omar Haber Pouso Osores**Reference number: [TAS 2024/A/10720](#)

Award date: 2 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Member association Federación Boliviana de Fútbol	 Bolivia	Coach Omar Haber Pouso Osores	 Uruguay
LEGAL TEAM Lucas Ferrer Attorney-at-law in Barcelona, Spain Joan Milá Attorney-at-law in Barcelona, Spain		LEGAL TEAM Melanie Schärer Attorney-at-law in Pfäffikon, Switzerland	

PANEL	President. Juan Pablo Arriagada Aljaro Attorney-at-law in Santiago, Chile	Arbitrator. José Maria Alonso Puig Attorney-at-law in Madrid, Spain	Arbitrator. Massimo Coccia Attorney-at-law and professor in Rome, Italy

CATEGORY**Employment, Status & Transfer****ISSUES**

termination

RELEVANT RULES & REGULATIONSFIFA RSTP; art. 6/annexe 2
SCO; art. 337**LANGUAGE**

Spanish

KEYWORDS

breach of contract; just cause

CASELAW CITED

- » **Burden of proof, allocation:** TAS 2015/A/3980; TAS 2021/A/8426, 8429 & 8441; TAS 2021/A/8447 & 8448.
- » **Termination, just cause:** ATF 127 III 153; ATF 129 III 380; TAS 2017/A/5180; TAS 2017/A/5402; TAS 2017/A/5465; TAS 2018/A/6017.

ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Main issue

Did the member association have just cause to terminate the coach's employment contract?

No, the member association did not discharge its burden of proving that it had just cause to terminate the coach's employment contract.

TAS 2024/A/10720

**Federación Boliviana de Fútbol c.
Omar Haber Pouso Osoreo**

**Before the FIFA Football Tribunal
Players' Status Chamber**

- / **14 December 2023:** coach filed claim
- / **28 May 2024:** FIFA PSC rendered decision
- / **14 June 2024:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **5 July 2024:** member association filed statement of appeal
- / **9 August 2024:** member association filed appeal brief
- / **9 September 2024:** panel constituted
- / **7 October 2024:** coach filed answer
- / **17 October 2024:** panel decided to hold hearing
- / **24 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **12 December 2024:** panel invite coach to produce evidence
- / **12 December 2024:** member association requested evidence production
- / **12 December 2024:** member association filed new evidence
- / **16 December 2024:** coach filed comments
- / **18 December 2024:** panel held in-person hearing
- / **29 January 2025:** member association requested evidence production
- / **31 January 2025:** coach filed comments
- / **3 February 2025:** panel ordered coach to produce evidence
- / **3 February 2025:** coach filed evidence
- / **2 May 2025:** panel issued award

Background

The parties signed an employment agreement on 19 August 2022. The FBF notified the coach of its intention to terminate his employment contract with just cause on 31 October 2023. The coach replied to the FBF's notice on 1 November 2023, alleging that the FBF's termination of his employment contract was without just cause. The coach sent a settlement offer to the FBF on 8 November 2023. The FBF rejected the coach's offer on 11 November 2023.

The coach sued the member association at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 14 December 2023 requesting compensation. The FIFA PSC issued its decision on 28 May 2024, accepting the coach's claim. The FIFA PSC issued its decision's grounds on 14 June 2024.

The member association filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. The coach filed his answer requesting that the panel uphold the FIFA PSC decision.

» TAS 2024/A/10720 Federación Boliviana de Fútbol c. Omar Haber Pouso Ososres

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the member association is partially upheld; (b) the FIFA Football Tribunal Players' Status Chamber decision is amended; (c) the costs of the arbitration are borne 90% by the member association and 10% by the coach; and (d) each party shall bear its own legal fees and other expenses.

Main issue

The panel reasons that the *pacta sunt servanda* principle is of utmost importance to the global football system as it provides legal certainty to contractual relations. As such, the panel reasons that contractual stability must be accounted for when considering a just cause to terminate an employment contract. The panel notes that the FBF did not show that it had just cause to terminate the coach's employment contract. As such, the panel notes that the FBF did not discharge its burden to prove it. The panel decides that the member association did not have just cause to terminate the coach's employment contract.

TAS 2024/A/10721

Federación Boliviana de Fútbol c.
Marcelo Ariel Salgueiro

Reference number: [TAS 2024/A/10721](#)

Award date: 2 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Member association Federación Boliviana de Fútbol	 Bolivia	Coach Marcelo Ariel Salgueiro	 Argentina
LEGAL TEAM Lucas Ferrer Attorney-at-law in Barcelona, Spain Joan Milá Attorney-at-law in Barcelona, Spain		LEGAL TEAM Melanie Schärer Attorney-at-law in Pfäffikon, Switzerland	

PANEL	President. Juan Pablo Arriagada Aljaro Attorney-at-law in Santiago, Chile	Arbitrator. José Maria Alonso Puig Attorney-at-law in Madrid, Spain	Arbitrator. Massimo Coccia Attorney-at-law and professor in Rome, Italy

CATEGORY

Employment, Status & Transfer

ISSUES

termination

RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 6/annexe 2
SCO; art. 337

LANGUAGE

Spanish

KEYWORDS

breach of contract; just cause

CASELAW CITED

- » **Burden of proof, allocation:** TAS 2015/A/3980; TAS 2021/A/8426, 8429 & 8441; TAS 2021/A/8447 & 8448.
- » **Termination, just cause:** ATF 127 III 153; ATF 129 III 380; TAS 2017/A/5180; TAS 2017/A/5402; TAS 2017/A/5465; TAS 2018/A/6017.



ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Main issue

Did the member association have just cause to terminate the coach's employment contract?

No, the member association did not discharge its burden of proving that it had just cause to terminate the coach's employment contract.

TAS 2024/A/10721

**Federación Boliviana de Fútbol c.
Marcelo Ariel Salgueiro**

**Before the FIFA Football Tribunal
Players' Status Chamber**

- / **14 December 2023:** coach filed claim
- / **28 May 2024:** FIFA PSC rendered decision
- / **14 June 2024:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **5 July 2024:** member association filed statement of appeal
- / **9 August 2024:** member association filed appeal brief
- / **9 September 2024:** panel constituted
- / **7 October 2024:** coach filed answer
- / **17 October 2024:** panel decided to hold hearing
- / **24 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **12 December 2024:** panel invite coach to produce evidence
- / **12 December 2024:** member association requested evidence production
- / **12 December 2024:** member association filed new evidence
- / **16 December 2024:** coach filed comments
- / **18 December 2024:** panel held in-person hearing
- / **29 January 2025:** member association requested evidence production
- / **31 January 2025:** coach filed comments
- / **3 February 2025:** panel ordered coach to produce evidence
- / **3 February 2025:** coach filed evidence
- / **2 May 2025:** panel issued award

Background

The parties signed an employment agreement on 19 August 2022. The FBF notified the coach of its intention to terminate his employment contract with just cause on 31 October 2023. The coach replied to the FBF's notice on 1 November 2023, alleging that the FBF's termination of his employment contract was without just cause. The coach sent a settlement offer to the FBF on 8 November 2023. The FBF rejected the coach's offer on 11 November 2023.

The coach sued the member association at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 14 December 2023 requesting compensation. The FIFA PSC issued its decision on 28 May 2024, accepting the coach's claim. The FIFA PSC issued its decision's grounds on 14 June 2024.

The member association filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. The coach filed his answer requesting that the panel uphold the FIFA PSC decision.

» TAS 2024/A/10721 Federación Boliviana de Fútbol c. Marcelo Ariel Salgueiro

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the member association is partially upheld; (b) the FIFA Football Tribunal Players' Status Chamber decision is amended; (c) the costs of the arbitration are borne 40% by the member association and 60% by the coach; and (d) each party shall bear its own legal fees and other expenses.

Main issue

The panel reasons that the *pacta sunt servanda* principle is of utmost importance to the global football system as it provides legal certainty to contractual relations. As such, the panel reasons that contractual stability must be accounted for when considering a just cause to terminate an employment contract. The panel notes that the FBF did not show that it had just cause to terminate the coach's employment contract. As such, the panel notes that the FBF did not discharge its burden to prove it. The panel decides that the member association did not have just cause to terminate the coach's employment contract.

CAS 2024/A/10709**Bulgarian Football Union v.
Mladen Krastajic**Reference number: [CAS 2024/A/10709](#)

Award date: 21 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Member association Bulgarian Football Union	 Bulgaria	Coach Mladen Krastajic	 Bosnia and Herzegovina
LEGAL TEAM Emil Emanuilov Attorney-at-law in Sofia, Bulgaria Mario Arabistanov Attorney-at-law in Sofia, Bulgaria		LEGAL TEAM Feda Dupovac Attorney-at-law in Sarajevo, Bosnia and Herzegovina Almir Gagula Attorney-at-law in Sarajevo, Bosnia and Herzegovina Zlatan Meskic Attorney-at-law in Sarajevo, Bosnia and Herzegovina	
SOLE ARBITRATOR Hendrik Willem Kesler Attorney-at-law in Enschede, the Netherlands		AD HOC CLERK Dennis Koolgaard Attorney-at-law in Amsterdam, The Netherlands	

CATEGORY**Employment, Status & Transfer****ISSUES**

termination

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. May 23; arts. 22 & 23 and arts. 4, 6, 12 & 13/annexe 2

LANGUAGE

English

KEYWORDS

arbitrability; breach of contract; compensation; forum choice; just cause; outstanding remuneration

CASELAW CITED

- » **Applicable law, Haas doctrine:** CAS 2016/A/4846.
- » **Termination, just cause:** CAS 2006/A/1180; CAS 2021/A/7714; CAS 2022/A/8963.
- » **Termination, unilateral clause:** CAS 2014/A/3675; CAS 2016/A/4852.

ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Preliminary issue n. 1**Is the dispute arbitrable?**

Yes, the arbitrability of an employment dispute is not against Swiss public policy.

Preliminary issue n. 2**What is the applicable law?**

The FIFA regulations apply primarily and Swiss law subsidiarily, in addition to Bulgarian law that applies insofar it concerns issues not addressed by the FIFA regulations.

Main issue n. 1**Is the FIFA Football Tribunal Players' Status Chamber competent to hear the dispute?**

Yes, the FIFA Football Tribunal Players' Status Chamber is competent to hear the dispute.

Main issue n. 2**Did the member association have just cause to terminate the coach's employment contract?**

No, the member association did not show that it had just cause to terminate the coach's employment contract.

CAS 2024/A/10709**Bulgarian Football Union v.
Mladen Krastajic****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **3 January 2024:** coach filed claim
- / **23 April 2024:** FIFA PSC rendered decision
- / **10 June 2024:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **1 July 2024:** member association filed statement of appeal
- / **11 July 2024:** member association filed appeal brief
- / **25 September 2024:** coach filed answer
- / **1 October 2024:** member association filed comments upon invitation
- / **1 October 2024:** member association filed new evidence upon invitation
- / **16 October 2024:** sole arbitrator appointed
- / **30 October 2024:** sole arbitrator decided to hold hearing
- / **30 October 2024:** *ad hoc* clerk appointed
- / **November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **11 November 2024:** sole arbitrator denied coach's objections
- / **2 December 2024:** member association requested post-hearing brief
- / **2 December 2024:** member association filed appeal brief's redline version upon invitation
- / **2 December 2024:** coach filed appeal brief's redline version upon invitation
- / **18 December 2024:** sole arbitrator held online hearing
- / **18 December 2024:** sole arbitrator invited submission on costs
- / **3 January 2025:** member association filed submission on costs
- / **3 January 2025:** coach filed submission on costs
- / **21 May 2025:** sole arbitrator issued award

Background

The parties signed an employment agreement on 1 August 2022. The member association terminated the coach's contract early on 26 October 2023. On the same date, the member association notified the coach. On 1 November 2023, the member association announced its new coaching staff. The coach remained unemployed since the termination of his employment contract.

The coach sued the member association at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 3 January 2024 requesting outstanding remuneration and compensation for early termination by the member association of the coach's employment contract without just cause. The member association contested the coach's claim by stating that the FIFA PSC lacked jurisdiction and that the member association had just cause to termination the coach's employment contract. The FIFA PSC issued its decision on 23 April 2024, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 10 June 2024.

The member association filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. The coach filed his answer requesting that the sole arbitrator uphold the FIFA PSC decision.

» CAS 2024/A/10709 Bulgarian Football Union v. Mladen Krastajic

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the member association is dismissed; (b) the FIFA Football Tribunal Players' Status Chamber decision is confirmed; (c) the costs of the arbitration are borne by the member association; and (d) the member association shall pay the coach a contribution in the amount of CHF 6,000 towards the legal fees and other expenses.

Preliminary issue n. 1

The sole arbitrator reasons that the arbitrability of employment disputes is not against Swiss public policy. Furthermore, the sole arbitrator reasons that it is irrelevant to the arbitrability of a dispute whether an arbitral award regarding an employment dispute is enforceable in another country as the risk of any potential non-enforcement is borne by the parties to the arbitration.

The sole arbitrator notes that it is irrelevant whether an employment dispute is arbitrable in accordance with Bulgarian law. Furthermore, the sole arbitrator notes that it is irrelevant whether an award regarding an employment dispute is enforceable in Bulgaria. The sole arbitrator decides that the arbitrability of an employment dispute is not against Swiss public policy.

Preliminary issue n. 2

The sole arbitrator reasons that parties may make an implicit and indirect choice of law while they make an explicit choice of law. In addition, the sole arbitrator reasons that the CAS Code art. R58 takes precedence over any explicit, direct or indirect, choice of law by the parties as it aims to mandatorily restrict the parties' freedom of choice of law. As such, the sole arbitrator reasons that any choice of law that the parties make does not prevail over the CAS Code art. R58 and affects only the subsidiarily applicable law. Moreover, the sole arbitrator reasons that issues governed by the FIFA regulations are subject to Swiss law as a subsidiarily applicable law in accordance with the FIFA Statutes. The sole arbitrator notes the dispute is governed by the FIFA regulations that provides additional application of Swiss law. In addition, the sole arbitrator notes that Bulgarian applies insofar it concerns issues not addressed by the FIFA regulations. The sole arbitrator decides that the FIFA regulations apply primarily and Swiss law subsidiarily, in addition to Bulgarian law that applies insofar it concerns issues not addressed by the FIFA regulations.

Main issue n. 1

The sole arbitrator reasons that the FIFA Football Tribunal Players' Status Chamber is competent to hear employment-related disputes of international dimension between an association and a coach without prejudice to the right of the coach and of the association to seek redress before a national court. The sole arbitrator notes that the member association is affiliated to FIFA and that the coach is indirectly affiliated to FIFA. As such, the sole arbitrator notes that both are bound by the FIFA rules and regulations. In addition, the sole arbitrator notes that the parties are engaged in an employment relationship of an international dimension. As such, the sole arbitrator notes that both the FIFA Football Tribunal Players' Status Chamber and the Bulgarian courts are competent to hear the dispute between the parties concurrently. Moreover,

» CAS 2024/A/10709 Bulgarian Football Union v. Mladen Krstajic

the sole arbitrator notes that the parties did not include any valid opt out of the concurrent jurisdiction in favor of a specific and exclusive competence. The sole arbitrator decides that the FIFA Football Tribunal Players' Status Chamber is competent to hear the dispute.

Main issue n. 2

The sole arbitrator reasons that the concept of just cause is primarily governed by the various regulations of FIFA, specifically its FIFA RSTP. In addition, the sole arbitrator reasons that the concept of just cause is subsidiarily regulated by Swiss law. The sole arbitrator notes that the member association failed to discharge its burden of proving that it had just cause to terminate the coach's employment contract. The sole arbitrator decides that the member association did not show that it had just cause to terminate the coach's employment contract.

CAS 2024/A/10710**Igarian Football Union v. Stefan Jankovic**Reference number: [CAS 2024/A/10709](#)

Award date: 21 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Member association Bulgarian Football Union	 Bulgaria	Coach Stefan Jankovic	 Serbia
LEGAL TEAM Emil Emanuilov Attorney-at-law in Sofia, Bulgaria Mario Arabistanov Attorney-at-law in Sofia, Bulgaria		LEGAL TEAM Feda Dupovac Attorney-at-law in Sarajevo, Bosnia and Herzegovina Almir Gagula Attorney-at-law in Sarajevo, Bosnia and Herzegovina Zlatan Meskic Attorney-at-law in Sarajevo, Bosnia and Herzegovina	
SOLE ARBITRATOR Hendrik Willem Kesler Attorney-at-law in Enschede, the Netherlands		AD HOC CLERK Dennis Koolgaard Attorney-at-law in Amsterdam, The Nether	

CATEGORY**Employment, Status & Transfer****ISSUES**

termination

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. May/23; arts. 22 & 23 and arts. 4, 6, 12 & 13/annexe 2

LANGUAGE

English

KEYWORDS

arbitrability; breach of contract; compensation; forum choice; just cause; outstanding remuneration

CASELAW CITED

- » **Applicable law, Haas doctrine:** CAS 2016/A/4846.
- » **Termination, just cause:** CAS 2006/A/1180; CAS 2021/A/7714; CAS 2022/A/8963.
- » **Termination, unilateral clause:** CAS 2014/A/3675; CAS 2016/A/4852.

ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Preliminary issue n. 1**Is the dispute arbitrable?**

Yes, the arbitrability of an employment dispute is not against Swiss public policy.

Preliminary issue n. 2**What is the applicable law?**

The FIFA regulations apply primarily and Swiss law subsidiarily, in addition to Bulgarian law that applies insofar it concerns issues not addressed by the FIFA regulations.

Main issue n. 1**Is the FIFA Football Tribunal Players' Status Chamber competent to hear the dispute?**

Yes, the FIFA Football Tribunal Players' Status Chamber is competent to hear the dispute.

Main issue n. 2**Did the member association have just cause to terminate the coach's employment contract?**

No, the member association did not show that it had just cause to terminate the coach's employment contract.

CAS 2024/A/10710**Bulgarian Football Union v. Stefan Jankovic****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **3 January 2024:** coach filed claim
- / **23 April 2024:** FIFA PSC rendered decision
- / **10 June 2024:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **1 July 2024:** member association filed statement of appeal
- / **11 July 2024:** member association filed appeal brief
- / **25 September 2024:** coach filed answer
- / **1 October 2024:** member association filed comments upon invitation
- / **1 October 2024:** member association filed new evidence upon invitation
- / **16 October 2024:** sole arbitrator appointed
- / **30 October 2024:** sole arbitrator decided to hold hearing
- / **30 October 2024:** *ad hoc* clerk appointed
- / **November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **11 November 2024:** sole arbitrator denied coach's objections
- / **2 December 2024:** member association requested post-hearing brief
- / **2 December 2024:** member association filed appeal brief's redline version upon invitation
- / **2 December 2024:** coach filed appeal brief's redline version upon invitation
- / **18 December 2024:** sole arbitrator held online hearing
- / **18 December 2024:** sole arbitrator invited submission on costs
- / **3 January 2025:** member association filed submission on costs
- / **3 January 2025:** coach filed submission on costs
- / **21 May 2025:** sole arbitrator issued award

Background

The parties signed an employment agreement on 1 August 2022. The member association terminated the coach's contract early on 26 October 2023. On the same date, the member association notified the coach. On 1 November 2023, the member association announced its new coaching staff. The coach remained unemployed since the termination of his employment contract.

The coach sued the member association at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 3 January 2024 requesting outstanding remuneration and compensation for early termination by the member association of the coach's employment contract without just cause. The member association contested the coach's claim by stating that the FIFA PSC lacked jurisdiction and that the member association had just cause to termination the coach's employment contract. The FIFA PSC issued its decision on 23 April 2024, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 10 June 2024.

The member association filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. The coach filed his answer requesting that the sole arbitrator uphold the FIFA PSC decision.

» CAS 2024/A/10710 Bulgarian Football Union v. Stefan Jankovic

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the member association is dismissed; (b) the FIFA Football Tribunal Players' Status Chamber decision is confirmed; (c) the costs of the arbitration are borne by the member association; and (d) the member association shall pay the coach a contribution in the amount of CHF 6,000 towards the legal fees and other expenses.

Preliminary issue n. 1

The sole arbitrator reasons that the arbitrability of employment disputes is not against Swiss public policy. Furthermore, the sole arbitrator reasons that it is irrelevant to the arbitrability of a dispute whether an arbitral award regarding an employment dispute is enforceable in another country as the risk of any potential non-enforcement is borne by the parties to the arbitration.

The sole arbitrator notes that it is irrelevant whether an employment dispute is arbitrable in accordance with Bulgarian law. Furthermore, the sole arbitrator notes that it is irrelevant whether an award regarding an employment dispute is enforceable in Bulgaria. The sole arbitrator decides that the arbitrability of an employment dispute is not against Swiss public policy.

Preliminary issue n. 2

The sole arbitrator reasons that parties may make an implicit and indirect choice of law while they make an explicit choice of law. In addition, the sole arbitrator reasons that the CAS Code art. R58 takes precedence over any explicit, direct or indirect, choice of law by the parties as it aims to mandatorily restrict the parties' freedom of choice of law. As such, the sole arbitrator reasons that any choice of law that the parties make does not prevail over the CAS Code art. R58 and affects only the subsidiarily applicable law. Moreover, the sole arbitrator reasons that issues governed by the FIFA regulations are subject to Swiss law as a subsidiarily applicable law in accordance with the FIFA Statutes. The sole arbitrator notes the dispute is governed by the FIFA regulations that provides additional application of Swiss law. In addition, the sole arbitrator notes that Bulgarian applies insofar it concerns issues not addressed by the FIFA regulations. The sole arbitrator decides that the FIFA regulations apply primarily and Swiss law subsidiarily, in addition to Bulgarian law that applies insofar it concerns issues not addressed by the FIFA regulations.

Main issue n. 1

The sole arbitrator reasons that the FIFA Football Tribunal Players' Status Chamber is competent to hear employment-related disputes of international dimension between an association and a coach without prejudice to the right of the coach and of the association to seek redress before a national court. The sole arbitrator notes that the member association is affiliated to FIFA and that the coach is indirectly affiliated to FIFA. As such, the sole arbitrator notes that both are bound by the FIFA rules and regulations. In addition, the sole arbitrator notes that the parties are engaged in an employment relationship of an international dimension. As such, the sole arbitrator notes that both the FIFA Football Tribunal Players' Status Chamber and the Bulgarian courts are competent to hear the dispute between the parties concurrently. Moreover,

» CAS 2024/A/10710 Bulgarian Football Union v. Stefan Jankovic

the sole arbitrator notes that the parties did not include any valid opt out of the concurrent jurisdiction in favor of a specific and exclusive competence. The sole arbitrator decides that the FIFA Football Tribunal Players' Status Chamber is competent to hear the dispute.

Main issue n. 2

The sole arbitrator reasons that the concept of just cause is primarily governed by the various regulations of FIFA, specifically its FIFA RSTP. In addition, the sole arbitrator reasons that the concept of just cause is subsidiarily regulated by Swiss law. The sole arbitrator notes that the member association failed to discharge its burden of proving that it had just cause to terminate the coach's employment contract. The sole arbitrator decides that the member association did not show that it had just cause to terminate the coach's employment contract.

CAS 2024/A/10711

Bulgarian Football Union v. Nemanja Milincic

Reference number: [CAS 2024/A/10711](#)

Award date: 21 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Member association Bulgarian Football Union	 Bulgaria	Coach Nemanja Milincic	 Serbia
LEGAL TEAM Emil Emanuilov Attorney-at-law in Sofia, Bulgaria Mario Arabistanov Attorney-at-law in Sofia, Bulgaria		LEGAL TEAM Feda Dupovac Attorney-at-law in Sarajevo, Bosnia and Herzegovina Almir Gagula Attorney-at-law in Sarajevo, Bosnia and Herzegovina Zlatan Meskic Attorney-at-law in Sarajevo, Bosnia and Herzegovina	
SOLE ARBITRATOR Hendrik Willem Kesler Attorney-at-law in Enschede, the Netherlands		AD HOC CLERK Dennis Koolgaard Attorney-at-law in Amsterdam, The Nether	

CATEGORY

Employment, Status & Transfer

ISSUES

termination

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. May 23; arts. 22 & 23 and
arts. 4, 6, 12 & 13/annexe 2

LANGUAGE

English

KEYWORDS

arbitrability; breach of contract;
compensation; forum choice; just cause;
outstanding remuneration

CASELAW CITED

- » **Applicable law, Haas doctrine:**
CAS 2016/A/4846.
- » **Termination, just cause:** CAS
2006/A/1180; CAS 2021/A/7714; CAS
2022/A/8963.
- » **Termination, unilateral clause:**
CAS 2014/A/3675; CAS 2016/A/4852.

ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Preliminary issue n. 1

Is the dispute arbitrable?

Yes, the arbitrability of an employment dispute is not against Swiss public policy.

Preliminary issue n. 2

What is the applicable law?

The FIFA regulations apply primarily and Swiss law subsidiarily, in addition to Bulgarian law that applies insofar it concerns issues not addressed by the FIFA regulations.

Main issue n. 1

Is the FIFA Football Tribunal Players' Status Chamber competent to hear the dispute?

Yes, the FIFA Football Tribunal Players' Status Chamber is competent to hear the dispute.

Main issue n. 2

Did the member association have just cause to terminate the coach's employment contract?

No, the member association did not show that it had just cause to terminate the coach's employment contract.

CAS 2024/A/10711**Bulgarian Football Union v.
Nemanja Milincic****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **3 January 2024:** coach filed claim
- / **23 April 2024:** FIFA PSC rendered decision
- / **10 June 2024:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **1 July 2024:** member association filed statement of appeal
- / **11 July 2024:** member association filed appeal brief
- / **25 September 2024:** coach filed answer
- / **1 October 2024:** member association filed comments upon invitation
- / **1 October 2024:** member association filed new evidence upon invitation
- / **16 October 2024:** sole arbitrator appointed
- / **30 October 2024:** sole arbitrator decided to hold hearing
- / **30 October 2024:** *ad hoc* clerk appointed
- / **November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **11 November 2024:** sole arbitrator denied coach's objections
- / **2 December 2024:** member association requested post-hearing brief
- / **2 December 2024:** member association filed appeal brief's redline version upon invitation
- / **2 December 2024:** coach filed appeal brief's redline version upon invitation
- / **18 December 2024:** sole arbitrator held online hearing
- / **18 December 2024:** sole arbitrator invited submission on costs
- / **3 January 2025:** member association filed submission on costs
- / **3 January 2025:** coach filed submission on costs
- / **21 May 2025:** sole arbitrator issued award

Background

The parties signed an employment agreement on 1 August 2022. The member association terminated the coach's contract early on 26 October 2023. On the same date, the member association notified the coach. On 1 November 2023, the member association announced its new coaching staff. The coach remained unemployed since the termination of his employment contract.

The coach sued the member association at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 3 January 2024 requesting outstanding remuneration and compensation for early termination by the member association of the coach's employment contract without just cause. The member association contested the coach's claim by stating that the FIFA PSC lacked jurisdiction and that the member association had just cause to termination the coach's employment contract. The FIFA PSC issued its decision on 23 April 2024, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 10 June 2024.

The member association filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. The coach filed his answer requesting that the sole arbitrator uphold the FIFA PSC decision.

» CAS 2024/A/10711 Bulgarian Football Union v. Nemanja Milincic

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the member association is dismissed; (b) the FIFA Football Tribunal Players' Status Chamber decision is confirmed; (c) the costs of the arbitration are borne by the member association; and (d) the member association shall pay the coach a contribution in the amount of CHF 6,000 towards the legal fees and other expenses.

Preliminary issue n. 1

The sole arbitrator reasons that the arbitrability of employment disputes is not against Swiss public policy. Furthermore, the sole arbitrator reasons that it is irrelevant to the arbitrability of a dispute whether an arbitral award regarding an employment dispute is enforceable in another country as the risk of any potential non-enforcement is borne by the parties to the arbitration.

The sole arbitrator notes that it is irrelevant whether an employment dispute is arbitrable in accordance with Bulgarian law. Furthermore, the sole arbitrator notes that it is irrelevant whether an award regarding an employment dispute is enforceable in Bulgaria. The sole arbitrator decides that the arbitrability of an employment dispute is not against Swiss public policy.

Preliminary issue n. 2

The sole arbitrator reasons that parties may make an implicit and indirect choice of law while they make an explicit choice of law. In addition, the sole arbitrator reasons that the CAS Code art. R58 takes precedence over any explicit, direct or indirect, choice of law by the parties as it aims to mandatorily restrict the parties' freedom of choice of law. As such, the sole arbitrator reasons that any choice of law that the parties make does not prevail over the CAS Code art. R58 and affects only the subsidiarily applicable law. Moreover, the sole arbitrator reasons that issues governed by the FIFA regulations are subject to Swiss law as a subsidiarily applicable law in accordance with the FIFA Statutes. The sole arbitrator notes the dispute is governed by the FIFA regulations that provides additional application of Swiss law. In addition, the sole arbitrator notes that Bulgarian applies insofar it concerns issues not addressed by the FIFA regulations. The sole arbitrator decides that the FIFA regulations apply primarily and Swiss law subsidiarily, in addition to Bulgarian law that applies insofar it concerns issues not addressed by the FIFA regulations.

Main issue n. 1

The sole arbitrator reasons that the FIFA Football Tribunal Players' Status Chamber is competent to hear employment-related disputes of international dimension between an association and a coach without prejudice to the right of the coach and of the association to seek redress before a national court. The sole arbitrator notes that the member association is affiliated to FIFA and that the coach is indirectly affiliated to FIFA. As such, the sole arbitrator notes that both are bound by the FIFA rules and regulations. In addition, the sole arbitrator notes that the parties are engaged in an employment relationship of an international dimension. As such, the sole arbitrator notes that both the FIFA Football Tribunal Players' Status Chamber and the Bulgarian courts are competent to hear the dispute between the parties concurrently. Moreover, the sole arbitrator notes that the parties did not include any valid opt out of the concurrent jurisdiction in favor of a specific and exclusive competence. The sole arbitrator decides that the FIFA Football Tribunal Players' Status Chamber is competent to hear the dispute.

 CAS 2024/A/10711 Bulgarian Football Union v. Nemanja Milincic**Main issue n. 2**

The sole arbitrator reasons that the concept of just cause is primarily governed by the various regulations of FIFA, specifically its FIFA RSTP. In addition, the sole arbitrator reasons that the concept of just cause is subsidiarily regulated by Swiss law. The sole arbitrator notes that the member association failed to discharge its burden of proving that it had just cause to terminate the coach's employment contract. The sole arbitrator decides that the member association did not show that it had just cause to terminate the coach's employment contract.

TAS 2024/A/10695

Club Atlético Banfield v. Montevideo City Torque & FIFA

Reference number: [TAS 2024/A/10695](#)

Award date: 27 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Club Atlético Banfield



Argentina

LEGAL TEAM

Mariano Bambaci | Attorney-at-law in Buenos Aires, Argentina

RESPONDENT N. 1

Club

Montevideo City Torque



Uruguay

LEGAL TEAM

Héctor Javier Nóbrega Muxi | Attorney-at-law in Montevideo, Uruguay

PANEL

Lorena Catalina Bolívar

Attorney-at-law in Bogotá, Colombia

RESPONDENT N. 2

IF

Fédération Internationale de Football Association (FIFA)



Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

Miguel Liétard | Director of Litigation

CATEGORY

Employment, Status & Transfer

ISSUES

contractual performance; sanction

RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 12bis

LANGUAGE

Spanish

KEYWORDS

financial obligation; proportionality

CASELAW CITED

- » **Contractual interpretation, *pacta sunt servanda*:** CAS 2014/A/3533; CAS 2017/A/5213; CAS 2018/A/5802.
- » **Contractual performance, *force majeure*:** SFT 2C.579/2011; CAS 2013/A/3417; CAS 2018/A/5607 & 5608; TAS 2018/A/5779; CAS 2018/A/5802.

ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Main issue

Can the Argentinean government banking restrictions be considered a *force majeure* situation to allow Banfield not to perform its contractually agreed financial obligations? No, it cannot.

TAS 2024/A/10695**Club Atlético Banfield v.
Montevideo City Torque & FIFA****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **31 January 2024:** City Torque filed claim
- / **15 May 2024:** FIFA PSC rendered decision
- / **10 June 2024:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **27 June 2024:** Banfield filed statement of appeal
- / **22 July 2024:** Banfield filed appeal brief
- / **12 August 2024:** City Torque filed answer
- / **17 September 2024:** sole arbitrator appointed
- / **22 October 2024:** FIFA filed answer
- / **24 October 2024:** Banfield filed new power of attorney
- / **27 December 2024:** sole arbitrator decided to hold online hearing
- / **15 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **21 January 2025:** sole arbitrator held online hearing
- / **27 May 2025:** sole arbitrator issued award

Background

The clubs signed a loan agreement on 11 July 2022. City Torque filed a claim before the FIFA Football Tribunal Players' Status Chamber in December 2022, requesting the outstanding amount Banfield owed City Torque. On 19 January 2023, the clubs and the player terminated the loan agreement and Banfield agreed to pay a fixed amount to City Torque as compensation. On 15 January 2024, City Torque put Banfield on default under the FIFA RSTP art. 12bis.

City Torque sued Banfield at the FIFA Football Tribunal Players Status Chamber for breach of contract on 31 January 2024 requesting the outstanding amount Banfield owed City Torque. The FIFA PSC rendered its decision on 15 May 2024, accepting City Torque's claim. The FIFA PSC notified its decision's grounds on 10 June 2024.

Banfield filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. City Torque and FIFA filed their respective answers requesting that the sole arbitrator uphold the FIFA PSC decision.

» TAS 2024/A/10695 Club Atlético Banfield v. Montevideo City Torque & FIFA

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Banfield is dismissed; (b) the FIFA Football Tribunal Players Status Chamber decision is confirmed; (c) the costs of the arbitration are borne by Banfield; and (d) Banfield shall pay City Torque a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that it is possible that the party that is unable to fulfill its contractual obligations could be released from liability for such non-compliance under certain and extraordinary circumstances and provided that the party can prove that such omission was due to the occurrence of an event or circumstance of an impediment beyond its control, which it could not avoid and which it could not reasonably have foreseen at the time it undertook the specific obligation it failed to fulfil. The sole arbitrator further reasons that *force majeure* must be interpreted restrictively as it represents an exception to the fundamental obligation of the principle of *pacta sunt servanda*. In addition, the sole arbitrator reasons that *force majeure* is defined as an objective impediment, beyond the control of the obliged party that is unforeseeable, irresistible, and makes the fulfillment of the obligation impossible. The sole arbitrator notes that Banfield did not discharge its burden of proof. The sole arbitrator decides that the Argentinean government banking restrictions cannot be considered a *force majeure* situation to allow Banfield not to perform its contractually agreed financial obligations.

CAS 2023/A/9669**West Ham United Football Club v.
PFC CSKA & FIFA**Reference number: [CAS 2023/A/9669](#)

Award date: 30 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N. 1	
 Club West Ham United Football Club	 United Kingdom	 Club PFC CSKA	 Russia
LEGAL TEAM Centrefield LLP in Manchester, United Kingdom Philip Bonner Attorney-at-law Robert Danvers Attorney-at-law Matthew Bennett Attorney-at-law		LEGAL TEAM InLaw Associés in Neuchâtel, Switzerland Alexandre Zen-Ruffinen Attorney-at-law Emilie Weible Attorney-at-law	
PANEL		RESPONDENT N. 2	
President. Carmen Núñez-Lagos Attorney-at-law in Paris, France		IF Fédération Internationale de Football Association (FIFA)	
Arbitrator. David Phillips KC Barrister in London, United Kingdom		 Switzerland	
Arbitrator. Bernhard Welten Attorney-at-law in Bern, Switzerland		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Roberto Nájera Reyes Senior legal counsel	

CATEGORY**Employment, Status & Transfer****ISSUES**

contractual performance; sanction

RELEVANT RULES & REGULATIONS

FIFA RSTP; arts. 12bis & 24

SCO; art. 119

LANGUAGE

English

KEYWORDS

financial obligation

CASELAW CITED

- » **Contractual performance, force majeure:** CAS 2022/A/8708.
- » **Contractual performance, genera non pereunt:** SFT 4A_474/2009.
- » **Contractual performance, temporary suspension:** ATF 44 II 519.
- » **Force majeure, conditions:** CAS 2013/A/3471; CAS 2017/A/5496; CAS 2018/A/5337; CAS 2021/A/7673.
- » **De novo review, scope:** CAS 2023/A/9870.
- » **Sanction, review:** CAS 2022/A/9282.

ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Main issue**Is West Ham's obligation to perform the payment to CSKA impossible?**

Yes, West Ham's obligation to perform the payment to CSKA is temporarily impossible.

CAS 2023/A/9669**West Ham United Football Club v.
PFC CSKA & FIFA****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **21 December 2022:** CSKA filed claim
- / **31 March 2023:** FIFA PSC rendered decision
- / **27 April 2023:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **17 May 2023:** West Ham filed statement of appeal
- / **19 June 2023:** panel constituted
- / **27 June 2023:** West Ham filed appeal brief
- / **7 September 2023:** parties requested suspension
- / **7 September 2023:** suspension granted
- / **3 October 2023:** clubs requested suspension extension
- / **4 October 2024:** suspension extension granted
- / **26 April 2024:** CSKA filed answer
- / **26 April 2024:** CSKA requested suspension lift
- / **1 May 2024:** suspension lift granted
- / **24 June 2024:** FIFA filed answer
- / **28 June 2024:** West Ham requested evidence production
- / **28 June 2024:** West Ham filed new evidence
- / **1 July 2024:** FIFA did not object
- / **4 July 2024:** CSKA objected
- / **5 July 2024:** evidence production granted
- / **8 July 2024:** West Ham filed submission
- / **8 July 2024:** West Ham requested evidence production
- / **9 July 2024:** FIFA did not object
- / **10 July 2024:** CSKA did not object
- / **11 July 2024:** evidence production granted
- / **July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **25 July 2024:** West Ham filed evidence

Continued next page**Background**

The clubs signed a transfer agreement on 30 August 2021. On 3 September 2021, the clubs agreed to an amendment of the transfer agreement. On 24 December 2021, the clubs concluded a second amendment of the transfer agreement. 24 February 2022, the United States government announced the imposition of further sanctions on Russian financial institutions in response to Russia's military actions against Ukraine, which included full blocking sanctions over CSKA, its then owner, and the Russian bank in which West Ham had to direct its payments to. On 28 February 2022, the United Kingdom government responded to Russia's military actions against Ukraine with the expansion of the relevant sanctions' regime against certain individuals and entities, including CSKA's former owner and the Russian bank in which West Ham had to direct its payments to. On 7 July 2022, CSKA contacted West Ham concerning payment of the second instalment of the transfer compensation fee. On 20 July 2022, West Ham replied and asserted it was faced with the impossibility of making payments of the second instalment or any further sums to CSKA either directly or via the alternative methods proposed by CSKA given the sanctions regime in place in the UK. 8 August 2022, CSKA suggested that West Ham make payment to a Dutch club to which it had a debt. On the same date, West Ham reiterated its position. The parties remained in contact throughout. On 25 October 2022, CSKA sent West Ham a default notice. On 26 October 2022, West Ham reiterated its position.

CSKA sued West Ham at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 21 December 2022, requesting outstanding amount, applicable interests, and the imposition of a sanction. On 18 January 2023, West Ham applied to the Office of Financial Sanctions Implementation of the UK government for a license to authorize the direct payment to CSKA. On 22 February 2023, West Ham emailed OFSI to amend its application. On 23 February 2023, West Ham's bank of choice informed the club that it could not transfer any amount to CSKA. On 31 March 2023, the FIFA PSC rendered its decision, accepting CSKA's claim. On 27 April 2023, the FIFA PSC notified its decision's grounds.

West Ham filed its appeal with CAS on 17 May 2023, requesting that the panel set aside the FIFA PSC decision. On 2 June 2023, West Ham applied to the Office of Foreign Assets Control of the United States government for a license to pay CSKA. On 27 June 2023, West Ham's bank of choice informed the club that it could not transfer any amount to CSKA. On 11 August 2023, West Ham requested OFSI to provide a response to the license application. On 25 August 2023, the OFSI requested West Ham further information. On 1 September 2023, West Ham replied. On 26 September 2023 and 20 November 2023, West Ham asked OFSI for a timeline of the decision. On 23 October 2023, the Dutch club requested the Dutch Ministry of Finance a new exemption as it had not yet received the amount due by CSKA as per the trilateral agreement with the Russian club and West Ham. On 27 November 2023, the Dutch Ministry of Finance conditionally granted the requested exemption. On 23 February 2024, 17 March 2024, and 28 March 2024, West Ham sent further letters to OFSI. CSKA filed its answers on 26 April 2024, requesting that the panel uphold the FIFA PSC decision. On 17 May

CAS 2023/A/9669**Continued: Before the Court of Arbitration for Sport**

- / **25 July 2024:** CSKA did not object
- / **25 July 2024:** FIFA did not object
- / **29 July 2024:** West Ham filed evidence
- / **5 August 2024:** CSKA objected
- / **12 August 2024:** FIFA filed comments
- / **14 August 2024:** evidence partially admitted
- / **21 August 2024:** CSKA requested evidence production
- / **27 August 2024:** West Ham objected
- / **28 August 2024:** evidence production denied
- / **19 September 2024:** West Ham filed evidence
- / **24 September 2024:** evidence admitted
- / **26 September 2024:** panel held in-person hearing
- / **26 September 2024:** suspension agreed upon
- / **28 November 2024:** West Ham filed evidence
- / **28 November 2024:** West Ham requested suspension extension
- / **29 November 2024:** CSKA objected
- / **3 December 2024:** CSKA filed comments
- / **4 December 2024:** suspension extension denied
- / **19 December 2024:** parties filed unsolicited submissions
- / **19 December 2024:** parties filed unsolicited evidence
- / **10 January 2024:** submissions admitted
- / **10 January 2024:** evidence admitted
- / **6 March 2024:** West Ham filed evidence
- / **March 2024:** evidence admitted
- / **30 May 2025:** panel issued award

2024, the Football Association wrote to OFSI requesting an urgent response. On 10 June 2024, West Ham enquired upon OFAC on the status of its license application. FIFA filed its answer on 25 June 2024, requesting that the panel uphold the FIFA PSC decision. The clubs continued looking for alternatives as well as West Ham kept on pushing for the licenses it had applied for. However, West Ham could not make a payment.

» CAS 2023/A/9669 West Ham United Football Club v. PFC CSKA & FIFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by West Ham is partially upheld; (b) the FIFA Football Tribunal Players' Status Chamber decision is amended; (c) the costs of the arbitration are borne by the clubs in equal shares; and (d) each party shall bear its own legal fees and other expenses.

Main issue

The panel reasons that the legal consequences of the non-performance of a contract depend on whether the impossibility to discharge the obligation is temporary or permanent. In addition, the panel reasons that a monetary obligation can never be considered impossible to perform to lead to the extinction of the underlining obligation under the rule *genera non pereunt* and in accordance with SCO art. 84(1). The panel notes that West Ham's obligation is pecuniary in nature and cannot be extinguished due to its impossibility to perform resulting from government sanctions regimes. As such, the panel notes that West Ham's impossibility to perform its monetary obligation is temporary. Accordingly, the panel notes that West Ham was not in default due to the legal impossibility to make payment and that West Ham's monetary obligation shall be suspended until the United Kingdom sanctions regime has ended or has been amended on terms that enable the English club to make payments to CSKA. The panel decides that West Ham's obligation to perform the payment to CSKA is temporarily impossible.

CAS 2024/A/10795**Fodboldalliancen AC Horsens A/S
& Tudor-Stefan Cocu v. FIFA**Reference number: [CAS 2024/A/10795](#)

Award date: 5 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT N. 1		RESPONDENT	
 Club Fodboldalliancen AC Horsens A/S	 Denmark	IF Fédération Internationale de Football Association (FIFA)	 Switzerland
LEGAL TEAM Brandsmiths in Manchester, United Kingdom		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Rodrigo Morais Senior legal counsel	
APPELLANT N. 2		SOLE ARBITRATOR	
Player Tudor-Stefan Cocu	 Romania	Rui Botica Santos Attorney-at-law in Lisbon, Portugal	
LEGAL TEAM Brandsmiths in Manchester, United Kingdom			

CATEGORY**Employment, Status & Transfer****ISSUES**

transfer; minor

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. Jun.24; art. 19

LANGUAGE

English

KEYWORDS

international transfer of minor; minimum educational requirements; training category

CASELAW CITED

- » **Burden of proof, allocation:** CAS 2021/A/7807.
- » **Standard of proof, beyond reasonable doubt:** CAS 2017/A/5244.
- » **Standard of proof, comfortable satisfaction:** CAS 2020/A/7503.
- » **Locus standi, standing to be sued:** CAS 2020/A/6922.
- » **Training rewards, minimum requirements:** CAS 2013/A/3140; CAS 2017/A/5244; CAS 2020/A/7503.

ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Preliminary issue n. 1**Did the appellants have to joinder the Romanian club in their appeal?**

No, the appellants did not have to joinder the Romanian club in their appeal.

Preliminary issue n. 2**Which is the standard of proof applicable in a dispute regarding the FIFA RSTP art. 19(2)?**

The standard of proof applicable is comfortable satisfaction.

Main issue**Did the club fulfil the minimum requirements for the minor's transfer in accordance with the FIFA RSTP art. 19(2)?**

No, the club did not fulfil the minimum requirements.

CAS 2024/A/10795**Fodboldalliancen AC Horsens A/S
& Tudor-Stefan Cocu v. FIFA****Before the FIFA Football Tribunal
Players' Status Chamber**

- / **22 July 2024:** FIFA PSC rendered decision
- / **25 July 2025:** FIFA PSC notified grounds

**Before the Court of Arbitration for
Sport**

- / **12 August 2024:** appellants filed statement of appeal
- / **12 August 2024:** appellants requested provisional measures
- / **19 August 2024:** appellants filed evidence
- / **23 August 2024:** appellants filed appeal brief
- / **28 August 2024:** FIFA filed answer to provisional measures
- / **30 August 2024:** provisional measures denied
- / **30 September 2024:** CAS Court Office issued provisional measures' grounds
- / **10 October 2024:** appellants requested to supplement appeal brief
- / **17 October 2024:** FIFA filed answer
- / **17 October 2024:** FIFA objected
- / **18 October 2024:** request denied
- / **21 October 2024:** sole arbitrator appointed
- / **31 October 2024:** sole arbitrator invited appellants to file evidence translation
- / **4 November 2024:** sole arbitrator decided to hold in-person hearing
- / **4 November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **8 November 2024:** appellants filed evidence translation
- / **8 November 2024:** appellants filed new evidence
- / **15 November 2024:** FIFA objected
- / **22 November 2024:** sole arbitrator held hybrid hearing
- / **18 December 2024:** sole arbitrator issued operative part
- / **5 May 2025:** sole arbitrator issued award

Background

On 21 June 2024, the club, the player and a Romanian club entered into a transfer agreement. On 5 July 2024, the player and the club entered into an employment agreement, subject to the approval of the Administration of the Danish League. On 12 July 2024, the Dansk Boldspil-Union applied for approval to the transfer of the player in the FIFA Transfer Matching System on behalf of the club. As the player is a minor, the FIFA Football Tribunal Players' Status Chamber would assess the case prior to any request for the international transfer certificate of the player. DBU submitted the application under the specific exception established in the FIFA RSTP art. 19.2(b)(i), that is, to transfer a player between 16 and 18 years old within the territory of the European Union or European Economic Area when the new club fulfils the minimum obligations set forward in the FIFA RSTP art. 19(2)(b)(iii), (iv), (v), (vi).

The FIFA PSC rendered its decision on 22 July 2024, rejecting the application. The FIFA PSC notified its decision grounds on 25 July 2024, concluding that the club was not providing the player with football education and/or training in line with the highest national standards. As such, the FIFA PSC concluded that the club did not fulfil the requirements stipulated in the FIFA RSTP art. 19.2(b).

The appellants filed their appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. FIFA filed its answer requesting that the sole arbitrator uphold the FIFA PSC decision.

» CAS 2024/A/10795 Fodboldalliancen AC Horsens A/S & Tudor-Stefan Cocu v. FIFA

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the appellants is dismissed; (b) the FIFA Football Tribunal Players' Status Chamber decision is confirmed; (c) the costs of the arbitration are borne by the appellants; and (d) the appellants shall pay, jointly and severally, FIFA a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

Preliminary issue n. 1

The sole arbitrator reasons that procedural objections based on lack of standing to be sued typically arise when a request before a tribunal directly affects the legal rights or obligations of a third party not named as a respondent. The sole arbitrator notes that the issue of *locus standi* only becomes relevant in relation to the original formulation of the appellants' request to allow the DBU to seek the player's ITC. However, the sole arbitrator notes that the appellants' clarification of their requests and prayers for relief resolves the procedural issue raised by FIFA. The sole arbitrator notes that the scope of the appeal is limited to verifying whether the club fulfils the conditions of the FIFA RSTP art. 19(2)(b) for the application submitted to the FIFA PSC to serve as sufficient evidence to confirm the requirements for the transfer. As such, the sole arbitrator notes that his jurisdiction in this appeal is limited to evaluating the evidence submitted by the DBU on behalf of the club for the purpose of determining whether the exceptional criteria under the FIFA RSTP art. 19(2)(b) are satisfied. Hence, the sole arbitrator notes that the relief sought by the appellants does not constitute a request for an order for the issuance of the player's ITC, nor does it compel FIFA to issue the ITC. Moreover, the sole arbitrator notes that the Romanian club has provided the appellants with a letter confirming its agreement to remain bound by the transfer agreement. As such, the sole arbitrator notes that the appellants have discharged their burden of proving that the Romanian club would have no substantive reason to oppose the transfer. Furthermore, the sole arbitrator notes that FIFA would be required to determine whether to approve the transfer if the Romanian club failed to enter the required instruction into the system in accordance with the FIFA's TMS rules. As such, the sole arbitrator notes that a decision on the appellants' prayer for relief would not directly or irreversibly affect the Romanian club's rights. The sole arbitrator decides that FIFA does not lack standing to be sued independently.

Preliminary issue n. 2

The sole arbitrator reasons are that the three most common standards of proof applied in CAS proceedings: (i) beyond reasonable doubt; (ii) comfortable satisfaction; and (iii) balance of probabilities. The sole arbitrator reasons that the beyond reasonable doubt standard of proof should be reserved for the most serious cases where such a rigorous analysis is indispensable. In addition, the sole arbitrator reasons that the standard of proving exceptions to a rule is that of comfortable satisfaction. The sole arbitrator notes that the dispute is about the appellants' claim that the club fulfils the exception of a rule as it complies with the FIFA RSTP art. 19(2) and can transfer in a minor player internationally. The sole arbitrator notes that the protection of minors is of the utmost importance. However, the sole arbitrator notes that it does not equate to criminal matters, where the defendant's personal freedom may be at stake. Furthermore, the sole arbitrator notes that there is no justification to require a higher standard of proof than the one established for doping and corruption matters. The sole arbitrator decides that the standard of proof applicable in a dispute regarding the FIFA RSTP art. 19(2) is comfortable satisfaction.

» CAS 2024/A/10795 Fodboldalliancen AC Horsens A/S & Tudor-Stefan Cocu v. FIFA

Main issue

The sole arbitrator reasons that the FIFA's training compensation system was established to reward clubs for their investment in the development of young players. Moreover, the sole arbitrator reasons that FIFA introduced a categorization system based on club's financial investment in training to facilitate the training compensation system's implementation. As such, the sole arbitrator reasons that each category assigns a specific training cost value and allows member associations to classify their affiliated clubs into the relevant categories accordingly. The sole arbitrator notes that the FIFA RSTP art. 19.2(b)(iii) reference to its annexe 4, art. 4 is not arbitrary, nor ambiguous. Moreover, the sole arbitrator notes that it reflects the regulator's clear intent that the adequacy of football education and/or training be evaluated using FIFA's classification system based on training costs. Furthermore, the sole arbitrator notes that the documentation that the appellants have submitted that purportedly demonstrates that the club operates one of the best football academies in Denmark is based on an internal DBU classification system and is legally irrelevant in determining whether a club can provide adequate football education and/or training in line with the highest national standards. In addition, the sole arbitrator notes that the club could potentially be placed in higher categories despite currently competing in Denmark's second division and that the DBU has the authority to reclassify its affiliated clubs based on their training costs as the entity responsible for national categorization. The sole arbitrator decides that the club does not meet the requirements set forth on the FIFA RSTP art. 19.2(b)(iii).

As *obiter dicta*, the sole arbitrator considers that the club would have difficulty in proving that it could provide the player with an adequate football education and/or training in accordance with the highest national standards even if the classification of the DBU's Academy System were to be considered as it only received a medium rating in key parameters. Furthermore, the sole arbitrator considers that the club failed to establish a structured, comprehensive and adequate education plan to ensure the player's proper academic development, which is a fundamental element of a minor's personal development as it encompasses intellectual, social and cultural dimensions. The sole arbitrator considers that as particularly critical in the case of international transfers of young players as the minor is required to adapt to a new cultural, linguistic and social environment while maintaining consistent academic progress. The sole arbitrator further considers that the club has looked into providing solutions involving online education as the player does not speak Danish. As such, the sole arbitrator considers that this is completely inadequate and inappropriate within the strict framework of exceptions for the transfer of minors as virtual education may serve as a complementary resource in exceptional situations as it deprives the minor of the crucial benefits associated with in-person learning, such as direct interaction with classmates, teachers and members of the wider community. The sole arbitrator considers that such interactions are fundamental experiences to the minor's integration into local society, allowing a minor to acquire the necessary communication and language skills while being exposed to cultural and social norms, fostering adaptability, resilience and a sense of belonging. The sole arbitrator considers that the importance of education goes beyond the immediate academic sphere as it is key to a minor's future prospect, providing a pathway to alternative professional opportunities. As such, the sole arbitrator considers that contrary to the principles of the FIFA RSTP art. 19 that prioritizes the best interests and welfare of a minor above all else. Consequently, the sole arbitrator considers that clubs involved in international transfer of minors have a higher duty of care to ensure the overall development of the young player from a legal and regulatory point of view.

CAS 2024/A/10946**DVSC Futball Szervezo ZRT v.
Juan Carillo Milan**Reference number: [CAS 2024/A/10946](#)

Award date: 12 June 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

DVSC Futball Szervezo ZRT

Hungary

LEGAL TEAM**Péter Léka** | Attorney-at-law in Debrecen, Hungary**Andor Léka** | Attorney-at-law in Debrecen, Hungary**RESPONDENT**

Coach

Juan Carillo Milan

Spain

LEGAL TEAM**Kristóf Wenczel** | Aattorney-at-law in Budapest, Hungary**CATEGORY****Employment, Status & Transfer****ISSUES**

sanction; termination

RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 12bis

LANGUAGE

English

KEYWORDSbreach of contract; *de novo* review; net remuneration; proportionality test; principle of deference**CASELAW CITED**

- » **Applicable law, *ordre public*:** SFT 136 III 345.
- » **Contractual interpretation, parties' intention:** SFT 4A_155/2017; ATF 132 III 268; ATF 132 III 626; ATF 131 III 606.
- » **Decision, internal binding effect:** ATF 131 III 91; SFT 5A_591/2015; SFT 4A_696/2015.
- » **Freedom of contract, limitation to parties' autonomy:** CAS 2013/A/3375 & 3376; CAS 2015/A/4042.
- » **Freedom of contract, potestative clause:** CAS 2018/A/6029; CAS 2019/A/6368; CAS 2021/A/7794; CAS 2021/A/8471.
- » **Freedom of contract, reciprocal clauses:** CAS 2019/A/6368-6372.
- » **Locus standi, association:** CAS 2013/A/3140; CAS 2014/A/3289-3490; CAS 2017/A/4836; CAS 2021/A/7775; CAS 2022/A/8758.
- » **Locus standi, horizontal dispute:** CAS 2014/A/3489-3490; CAS 2016/A/4443 & 4444; CAS 2019/A/6233; CAS 2020/A/7144.
- » **Locus standi, merits issue:** CAS 2008/A/1639; CAS 2013/A/3047; CAS 2016/A/4602; CAS 2020/A/7356.
- » **Referral, scope:** ATF 140 III 520.
- » **Res judicata, scope:** ATF 144 I 11; ATF 136 III 345; ATF 137 III 8; SFT 4A_536/2018; SFT 5A_866/2012; CAS 2018/A/5898; CAS 2020/A/7183; CAS 2020/A/7551.

SOLE ARBITRATOR**Ulrich Haas**

Professor in Zurich, Switzerland and attorney-at-law in Hamburg, Germany

AD HOC CLERK**Adrián Hernández**

Clerk in Lausanne, Switzerland

ORIGINFIFA Football Tribunal Players' Status
Chamber, appeal**Preliminary issue**

Can the sole arbitrator in the second CAS appeals proceedings review the applicable law as found by the sole arbitrator in the first CAS appeals proceedings that referred the case back to FIFA to decide?

No, the sole arbitrator in the second CAS appeals proceedings is bound by the internal binding effect of decisions regarding the findings of the first CAS award and that includes preliminary decisions as is applicable law.

Main issue n. 1

Did the club fail to join FIFA as a respondent?

No, the club did not fail to join FIFA as a respondent.

Main issue n. 2

Is the clause that allows the club to terminate the coach's employment contract valid?

Yes, the clause that allows the club to terminate the coach's employment contract is valid in accordance with Hungarian law.

CAS 2024/A/10946DVSC Futball Szervezo ZRT v.
Juan Carillo Milan**Before the Court of Arbitration for Sport**

- / **18 October 2024:** club filed statement of appeal
- / **22 October 2024:** FIFA requested exclusion
- / **25 October 2024:** club agreed
- / **28 October 2024:** club filed appeal brief
- / **15 December 2024:** coach filed answer
- / **6 January 2025:** sole arbitrator appointed
- / **13 January 2025:** *ad hoc* clerk appointed
- / **22 January 2025:** club filed 2nd round submission
- / **31 January 2025:** coach filed 2nd round submission
- / **14 February 2025:** sole arbitrator decided not to hold hearing
- / **14 February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **12 June 2025:** sole arbitrator issued award

Background

On 7 November 2021, the parties signed an employment agreement. On 27 June 2022, the club unilaterally terminated the coach's employment contract. On 1 July 2022, the coach replied to the club's termination, offering an amicable settlement to the dispute.

On 24 July 2022, the coach filed a claim against the club before the FIFA Football Tribunal Players' Status Chamber for termination without just cause by the club. On 26 July 2022, the coach filed another claim against the club, but before the Hungarian courts. On 22 November 2022, the FIFA PSC rendered its decision, finding the coach's claim inadmissible. On 24 November 2022, the Hungarian courts determined it lacked jurisdiction to hear the coach's claim and referred the case to another Hungarian court. On 1 February 2023, the coach signed an employment contract with a Spanish club. On 24 February 2023, the coach withdrew his claim before the Hungarian courts. On 6 March 2023, the Spanish club terminated the coach's employment contract. On 7 March 2023, the coach filed an appeal before CAS. On 20 March 2023, the Hungarian court decided to terminate the procedure and order the coach to pay the costs of the proceedings and legal fees. On 4 April 2023, the Hungarian court notified its decision to the parties. On 14 February 2024, the CAS issued its decision, and the panel upheld the appeal filed by the coach. The CAS panel decided to set aside the FIFA PSC decision and referred the case back to FIFA.

On 16 February 2024, FIFA acknowledged the CAS award and registered the parties' dispute under a new reference number. On 5 March 2024, the coach filed its claim before the PSC. On 2 April 2024, the club filed its answer to the coach's claim, challenging FIFA's jurisdiction. On 29 August 2024, the FIFA PSC rendered its decision, partially accepting the coach's claim. On 27 September 2024, the FIFA PSC notified its decision's grounds to the parties.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. The coach filed his answer requesting that the sole arbitrator uphold the FIFA PSC decision.

» CAS 2024/A/10946 DVSC Futball Szervezo ZRT v. Juan Carillo Milan

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA Football Tribunal Players' Status Chamber decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) the club shall pay the coach a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

Preliminary issue n. 1

The sole arbitrator reasons that an arbitral tribunal sitting in Switzerland is bound to the Swiss *ordre public*. In addition, the sole arbitrator reasons that the Swiss Federal Tribunal differentiates between procedural and substantive public policy. Particularly, the sole arbitrator reasons that procedural *ordre public* has two core concepts: (i) *res judicata*; and (ii) *innerprozessuale Bindungswirkung*. The sole arbitrator reasons that an arbitral tribunal must comply *ex officio* with both concepts. Regarding *res judicata*, the sole arbitrator reasons that its purpose is to ensure that the content of a formally final decision is upheld in further separate proceedings. As such, the sole arbitrator reasons that *res judicata* comprises two situations: (i) the second seized adjudicatory body is barred from reviewing the first decision in case both proceedings are identical; and (ii) the adjudicatory body seized second is bound to the findings of the first adjudicatory body in case the matter decided by the first adjudicatory body is prejudicial for the outcome of the second adjudicatory body. In short, the sole arbitrator reasons that *res judicata* only comes into play if the proceedings are two distinct and separate proceedings. The sole arbitrator reasons that the starting point for determining the scope of *res judicata* is the operative part of the award. The sole arbitrator further reasons that the adjudicator may assess the grounds of the decision complementary to derive the meaning and/or scope of the operative part. As such, the sole arbitrator reasons that the adjudicator is not bound by preliminary considerations in the context of *res judicata*. Consequently, the sole arbitrator reasons that the adjudicator is not bound by the findings on applicable law in the first adjudicatory body decision as those are preliminary in nature. Regarding *innerprozessuale Bindungswirkung* or the internal binding effect of decisions, the sole arbitrator reasons that it deals with the effects of a decision in the context of the proceedings in which the decision has been issued. As such, the sole arbitrator reasons that an adjudicatory body cannot deviate from a decision that it has previously rendered according to this concept. Moreover, the sole arbitrator reasons that the adjudicatory body is also bound by the legal assessment of the appeal instance if it refers a case back to the adjudicatory body. As such, the sole arbitrator reasons that the second adjudicatory body must assess a case pending before it according to the principles applicable to the internal binding effect of decisions due to the first adjudicatory body decision in the same procedure. The sole arbitrator reasons that the adjudicator is bound by the findings related to the applicable law in the first adjudicatory body decision. Specifically, the sole arbitrator reasons that the extent to which the adjudicatory bodies and parties are bound by the first adjudicatory body decision follows from the grounds for the referral. Consequently, the sole arbitrator reasons that the grounds for the referral provide both the framework for the new findings of fact and that for the new legal grounds. The sole arbitrator notes that CAS 2023/A/9477 and CAS 2024/A/10946 appear to be distinct and separate at first glance as: (i) docketed under different reference numbers with the CAS; (ii) referred to different sole arbitrators; and (iii) dealt with appeals against different FIFA Football Tribunal Players' Status Chamber decisions. However, the sole arbitrator notes that this is a strictly formalistic view. The sole arbitrator further notes that both CAS proceedings have: (i) a common starting point; (ii) the same matter in dispute. Moreover, the sole arbitrator notes that the sole arbitrator in CAS 2023/A/9477 did not dispose of the coach's claim against the club as she only referred to the matter back to FIFA. As such, the sole arbitrator notes that the coach's claim against the club remained pending from a substantive point of view. Consequently, the sole arbitrator notes that both arbitral proceedings are not distinct from a substantive point of view and

» CAS 2024/A/10946 DVSC Futball Szervezo ZRT v. Juan Carillo Milan

constitute a single ongoing procedure that stretches over several instances. Furthermore, the sole arbitrator notes that the Swiss Federal Tribunal would have qualified the first CAS award as a preliminary award within the meaning of PILA art. 190(3) if one of the parties would have appealed it before the SFT. As such, the sole arbitrator notes that the SFT would not have undertaken a full review of the grounds listed in PILA art. 190(2) as it would have considered the proceedings before the various instances as a single procedure. As such, the sole arbitrator notes that the sports-judicial appeal process is similar to the ordinary instances before state courts in accordance with the SFT. The sole arbitrator notes that the SFT applies the principles applicable to state courts instances by analogy to the dispute resolution mechanism in sport and it deems a decision by the appeal instance final if it puts an end to the proceedings as a whole. For that reason, the sole arbitrator notes that a remittal decision is to be qualified as a preliminary decision as the dispute between the parties remains unaltered substantively as it keeps its ongoing status and remains pending before an adjudicatory body. The sole arbitrator notes that the sole arbitrator in the first CAS proceedings has resolved the issue of applicable law in her award. As such, the sole arbitrator notes that the FIFA PSC and the sole arbitrator in the second CAS proceedings cannot deviate from these findings. The sole arbitrator decides that he is bound by the findings regarding applicable law of the sole arbitrator in the first CAS appeals proceedings.

Main issue n. 1

The sole arbitrator reasons that the issue of standing to be sued is a merits issue. In addition, the sole arbitrator reasons that the matter in dispute defines the nature of the dispute, especially whether it is a vertical or horizontal dispute. The sole arbitrator reasons that the nature of the dispute defines who has standing to be sued and who is a mandatory respondent to the CAS appeals proceedings under *litisconsortium* principles and rules. The sole arbitrator reasons that the sports governing body that hosts the first instance adjudicatory body does not have a prevalence of its interests in legal certainty and in its rules being applied properly *in lieu* of the basic principle that the resolution of contractual disputes between indirect members serve the private interest of the parties first and foremost. The sole arbitrator notes that the coach alleges that the club failed to join FIFA as a respondent to these proceedings. The sole arbitrator notes that FIFA solely acted as an adjudicatory body in a dispute between indirect members and has nothing at stake as its interests are not directly affected. As such, the sole arbitrator notes that FIFA's interest in enforcing its rules and regulations is not in itself sufficient to confer to it standing to be sued. Furthermore, FIFA has requested to be excluded from these proceedings. The sole arbitrator decides that the club did not fail to join FIFA as a respondent.

Main issue n. 2

The sole arbitrator reasons that a potestative condition is a condition whose fulfilment is completely within the power of the obligated party. As such, the sole arbitrator reasons that a potestative clause is often used in reference to a contractual term that allows one party to unilaterally terminate a contract without providing a justification and often at a reduced amount of compensation. The sole arbitrator reasons that that FIFA RSTP does not regulate the limits of contractual autonomy of the parties to a contract or the need for reciprocal clauses. As such, the sole arbitrator reasons that potestative clauses must be assessed in accordance with the subsidiary law applicable to the dispute. The sole arbitrator notes that the parties included a provision in their employment agreement that gives the club the right to terminate the coach's contract unilaterally under specific conditions. In addition, the sole arbitrator reasons that the parties chose Hungarian law as the subsidiarily applicable to the dispute. As such, the sole arbitrator notes that such a potestative clause is valid. The sole arbitrator decides that the clause that allows the club to terminate the coach's employment contract is valid in accordance with Hungarian law.

CAS 2023/A/10032**Wolverhampton Wanderers FC
v. Fédération Internationale de
Football Association (FIFA)**Reference number: [CAS 2023/A/10032](#)

Award date: 19 June 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Wolverhampton Wanderers FC	 United Kingdom	IF Fédération Internationale de Football Association (FIFA)	 Switzerland
LEGAL TEAM Centrefield LLP in Manchester, United Kingdom Stuart Baird Attorney-at-law Philippe Bonner Attorney-at-law Alice Skupski Attorney-at-law		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Alexander Jacobs Senior legal counsel Jan Kleiner Director of football regulatory	
PANEL	President. Francesco Macri Attorney-at-law in Piacenza, Italy		Arbitrator. Philippe Sands KC Barrister in London, United Kingdom
			Arbitrator. Manfred Nan Attorney-at-law in Amsterdam, The Netherlands

CATEGORY**Employment, Status & Transfer****ISSUES**

transfer

RELEVANT RULES & REGULATIONS

SCO; art. 18

LANGUAGE

English

KEYWORDS

breach of contract

CASELAW CITED

- » **Appeal, decision receipt:** CAS 2004/A/574; CAS 2006/A/1153; CAS 2019/A/6294.
- » **Locus standi, standing to appeal:** CAS 2012/A/2839.
- » **Regulatory interpretation, right to development and economic fulfilment:** ATF 138 III 322.
- » **Representation, requirements:** STF 4A_341/2021.
- » **Transfer of minors, exceptions:** CAS 2015/A/4178; CAS 2020/A/7503.
- » **Transfer of minors, procedures:** CAS 2023/A/9501.

ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

Preliminary issue

Is the appeal filed by the club admissible?

Yes, the appeal filed by the club is admissible.

Main issue

Is the minor entitled to be registered at The FA when moving from a club based on Northern Ireland and affiliated to the Football Association of Ireland to a club affiliated to The FA and based on the United Kingdom as a dual citizen of both nationalities?

Yes, the minor is entitled."

CAS 2023/A/10032**Wolverhampton Wanderers FC v. Fédération Internationale de Football Association (FIFA)****Before the FIFA Football Tribunal Players' Status Chamber**

- / **3 August 2023:** FIFA PSC rendered decision
- / **25 August 2023:** FIFA PSC notified grounds
- / **14 September 2023:** The FA forwarded grounds to club

Before the Court of Arbitration for Sport

- / **5 October 2023:** club filed statement of appeal
- / **5 October 2023:** club requested evidence production
- / **18 October 2023:** FIFA partially objected
- / **20 October 2023:** club reiterated request
- / **23 October 2023:** FA required exclusion
- / **30 October 2023:** FIFA reiterated objection to evidence production
- / **1 November 2023:** club reiterated request
- / **8 November 2023:** FIFA reiterated objection
- / **23 November 2023:** panel constituted
- / **24 November 2023:** club reiterated request
- / **29 November 2023:** panel invited FIFA to produce case file
- / **7 December 2023:** evidence production denied
- / **1 February 2024:** club requested reconsideration
- / **2 February 2024:** FIFA objected
- / **2 February 2024:** club filed appeal brief
- / **6 February 2024:** evidence production denied
- / **28 February 2024:** FIFA requested bifurcation
- / **7 March 2024:** club objected
- / **14 March 2024:** bifurcation denied
- / **14 March 2024:** panel decided to hold in-person hearing
- / **17 May 2024:** club requested evidence production
- / **22 May 2024:** FIFA objected
- / **5 June 2024:** evidence production denied
- / **10 June 2024:** club filed new evidence
- / **July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **12 July 2024:** panel held hybrid hearing
- / **15 July 2024:** FIFA filed evidence upon request
- / **9 August 2024:** panel issued operative part
- / **19 June 2025:** panel issued award

Background

On 4 July 2023, The FA submitted an application in the FIFA TMS on behalf of the club for the approval of the FIFA Football Tribunal Players' Status Chamber prior to the international transfer from an Irish club of an amateur Irish and British dual citizen player born on 2007. On 6 July 2023, the Football Association of Ireland disputed the application. On 11 July 2023, The FA facilitated upon request from the FIFA administration the player's player passport issued by the FAI. On 23 July 2023, The FA submitted further statements with evidence regarding the player's context. On 3 August 2023, the FIFA PSC rejected The FA's request. On 14 September 2023, The FA forwarded the grounds of the decision to the club.

The club filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. FIFA filed its answer requesting that the panel uphold the FIFA PSC decision.

» CAS 2023/A/10032 Wolverhampton Wanderers FC v. Fédération Internationale de Football Association (FIFA)

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is upheld; (b) the FIFA Football Tribunal Players' Status Chamber decision is set aside; (c) the costs of the arbitration are borne by FIFA; and (d) FIFA shall pay the club a contribution in the amount of CHF 4,000 towards the legal fees and other expenses.

Preliminary issue

The panel reasons that the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against in accordance with CAS Code art. R49. In addition, the panel reasons that the word receipt is open to interpretation. As such, the panel reasons that that receipt implies that the addressee had the opportunity to obtain knowledge of the decision even if the addressee did not have actual knowledge of the content of the decision in itself. Moreover, the panel reasons that the addressee must be able to have reasonable possibility of taking note of the contents of the notification. The panel notes that the first opportunity for the club to review the reasons for the decision and consider filing an appeal was on 13 September 2023 when The FA provided the grounds of the FIFA Football Tribunal Players' Status Chamber to the club. The panel decides that the appeal filed by the club is admissible.

Main issue

The panel reasons that there is a need for clear and relevant rules regarding the transfer of minors. In addition, the panel reasons that there is a need for strict application of the rules regarding the transfer of minors. However, the panel reasons that such an application must consider a minor's individual rights, notably a minor's nationality. The panel further reasons that transfer rules relating to the transfer of a minor must consider the intrinsic, close and explicit links that a minor may have with a country to which such a minor is to move. Moreover, the panel reasons that a minor that holds multiple citizenship enjoys the benefits of each nationality, including access freedom to live without any legal restrictions in which the minor holds a nationality. The panel notes that the player is a minor who is citizen of both the Republic of Ireland and the United Kingdom. As such, the panel notes that the player enjoys the benefits of having dual nationality, including access to all privileges and rights associated with both citizenships. The panel further notes that the primary advantage of dual nationality is the freedom to live and travel in both countries without any legal restrictions. As such, the panel notes that any restrictions relating to the player moving freely between Ireland and the United Kingdom is akin to a denial of a personal right related to the player's status as both Irish and British national. Moreover, the panel notes that the club complies with the requirements set forth in the FIFA RSTP art. 19(2)(b). The panel also notes that the player's parents understand that the club provides better educational support to the player, that the player has close family relationships in the United Kingdom, and that there are cultural similarities between the Republic of Ireland and the United Kingdom. As such, the panel notes that the player has a solid connection to the United Kingdom and that it would not have any negative influence on his wellbeing moving to a country of which he already holds citizenship. The panel decides that the player is entitled to be registered at The FA when moving from a club based on Northern Ireland and affiliated to the Football Association of Ireland to a club affiliated to The FA and based on the United Kingdom as a dual citizen of both nationalities.



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

FIFA Judicial Bodies

Disciplinary & Appeal Committees



CAS 2024/A/10347**Shaanxi Chang'An Union Football Club v. Raoul Loé & FIFA**Reference number: [CAS 2024/A/10347](#)

Award date: 26 February 2024

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Shaanxi Chang'An Union Football Club

China

LEGAL TEAM

Luca Tettamanti | attorney-at-law in Lugano, Switzerland

Tomás Pereda | Attorney-at-law in Lugano, Switzerland

RESPONDENT N. 1

Player

Raoul Loé

France

LEGAL TEAM

Johann Weiss | Attorney-at-law in Denges, Switzerland

CAS APPEALS ARBITRATION DIVISION

Deputy president

Elisabeth Steiner

Attorney-at-law in Vienna, Austria

RESPONDENT N. 2**IF Fédération Internationale de Football Association (FIFA)**

Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

Miguel Liétard | Director of Litigation**Roberto Nájera Reyes** | Senior legal counsel**CATEGORY****Procedural****ISSUES**

Provisional measure

RELEVANT RULES & REGULATIONS

CAS Code; art. R37

LANGUAGE

English

KEYWORDS

irreparable harm test; request for stay

CASELAW CITED

- » **Request for stay, cumulative requirements:** CAS 2007/A/1403; TAS 2007/A/1397; CAS 2010/A/2071.
- » **Request for stay, requirements:** CAS 2001/A/324; CAS 2022/A/378; CAS 2003/O/486; TAS 2004/A/708 & 709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370-1376.

ORIGIN

FIFA Judicial Bodies Disciplinary Committee, appeal

Main issue**Does the club meet the requirements for the grant of a stay?**

Yes, the club meets the requirements.

CAS 2024/A/10347**Shaanxi Chang'An Union Football Club v. Raoul Loé & FIFA****Before the FIFA Judicial Bodies
Disciplinary Committee****/ 5 February 2024:** FIFA rendered decision**Before the Court of Arbitration for Sport****/ 15 February 2024:** club filed statement of appeal**/ 15 February 2024:** club requested stay**/ 21 February 2024:** player objected**/ 21 February 2024:** FIFA objected**/ 26 February 2024:** CAS Appeals Arbitration Division deputy president issued award

Background

On 12 April 2023, the FIFA Football Tribunal Dispute Resolution Chamber issued a decision in which Shaanxi Chang'an Athletic FC was ordered to pay several amounts to the player. The old club failed to comply with the DRC decision and FIFA opened disciplinary proceedings against the old club. On 28 October 2023, the Chinese Football Association informed FIFA that the old club is not affiliated to its association any longer. On 30 October 2023, FIFA closed the disciplinary proceedings opened against the old club. On 2 November 2023, the player requested FIFA to implement the DRC decision against the club as sporting successor of the old club. On 5 February 2024, the FIFA Disciplinary Committee issued its decision, establishing that the club was to be considered the sporting successor of the old club and sanctioned the club.

The club filed its appeal with CAS requesting provisional measures. The player and FIFA filed their respective answers to the club's request for provisional measures, objecting to it.

» CAS 2024/A/10347 Shaanxi Chang'An Union Football Club v. Raoul Loé & FIFA

MAIN LEGAL FINDINGS

The CAS Appeals Arbitration Division deputy president decided that: (a) the request for provisional measures filed by the club is granted; (b) the ban from registering new players imposed by FIFA on the club is stayed.

Main issue

The CAS Appeals Arbitration Division deputy president reasons that an international arbitral tribunal in Switzerland is empowered by PILA art. 183 to order provisional or conservatory measures at the request of one party. The CAS Appeals Arbitration Division deputy president reasons that the division president is competent to consider an application for a stay by a party in accordance with CAS Code art. R37 considering the following factors: (i) whether the stay requested is necessary to protect the applicant from irreparable harm; (ii) whether the applicant has reasonable chances to succeed on the merits; and (iii) whether the interests of the applicant outweigh those of the opposite parties and of third parties. As such, the CAS Appeals Arbitration Division deputy president reasons that the applicant must demonstrate that the requested stay is necessary to protect its position from damage or risks that would be impossible, or very difficult, to remedy or cancel at a later stage to meet the irreparable harm test. The CAS Appeals Arbitration Division deputy president reasons that the applicant must demonstrate that its position is not obviously groundless and that it has reasonable chances eventually to win the case to meet the likelihood of success test. The CAS Appeals Arbitration Division deputy president reasons that the applicant must demonstrate that the harm or inconvenience it would suffer from the refusal of the requested stay would be comparatively greater than the harm or inconvenience other parties would suffer from the granting of the provisional measures. In addition, the CAS Appeals Arbitration Division deputy president reasons that the three requirements for the grant of a stay are cumulative. The CAS Appeals Arbitration Division deputy president notes that the club has submitted evidence that it has signed seven new players that cannot be registered due to the ban and that the sporting damage caused to the club due to the sanction will be impossible or, at least, very difficult to repair if the panel decides that the club is not the sporting successor of the old club and the stay is not granted. In addition, the CAS Appeals Arbitration Division deputy president notes that the club established that it has been promoted from the Chinese amateur fourth division to the Chinese professional third division, and the club has hired these new players to compete in this professional league. Furthermore, the CAS Appeals Arbitration Division deputy president notes that the sporting season in China runs following the calendar year (February-December). The CAS Appeals Arbitration Division deputy president notes that the likelihood of success on the merits of this appeal cannot be definitely discounted at this stage. The CAS Appeals Arbitration Division deputy president notes that the balance of interest tilts in favor of the club as the respondents will not suffer any damage if the sanction is stayed. The CAS Appeals Arbitration Division deputy president decides that the club meets the requirements for the grant of a stay.

TAS 2024/A/10321**El Quilmes Atlético Club v. Club
Deportes Unión La Calera & FIFA**Reference number: [TAS 2024/A/10321](#)

Award date: 25 April 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

El Quilmes Atlético Club

Argentina

LEGAL TEAM**Ariel Reck** | Attorney-at-law in Argentina**RESPONDENT N. 1**

Club

Club Deportes Unión La Calera

Chile

LEGAL TEAM**Hernán Rubiola** | Attorney-at-law in Argentina**SOLE ARBITRATOR****Santiago Durán Hareau**,
Attorney-at-law in Montevideo, Uruguay**RESPONDENT N. 2****Fédération Internationale de Football
Association (FIFA)**

Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

Miguel Liétard | Director of Litigation**Roberto Nájera Reyes** | Senior legal counsel**CATEGORY****Disciplinary****ISSUES**

time limit

RELEVANT RULES & REGULATIONS

FIFA Disciplinary Code, ed. 2023; art. 48

LANGUAGE

Spanish

KEYWORDS

decision receipt

CASELAW CITED

- » **Appeal, decision receipt:** CAS 2020/A/6918; CAS 2020/A/7267; CAS 2020/A/7455; CAS 2022/A/8598.
- » **Appeal, time limit:** CAS 2022/A/8598.

**ORIGIN**

FIFA Judicial Bodies Disciplinary Committee, appeal

Main issue**Is Quilmes' appeal admissible?**

No, Quilmes' appeal is inadmissible.

TAS 2024/A/10321**El Quilmes Atlético Club v. Club
Deportes Unión La Calera & FIFA****Before the FIFA Judicial Bodies
Disciplinary Committee**

- / **14 December 2023:** La Calera requested disciplinary proceedings
- / **14 December 2023:** FIFA DC sent proposal letter
- / **20 December 2023:** FIFA DC confirmed proposal
- / **1 February 2024:** FIFA DC imposed transfer ban

**Before the Court of Arbitration for
Sport**

- / **2 February 2024:** Quilmes filed statement of appeal
- / **14 February 2024:** La Calera objected admissibility
- / **27 February 2024:** Quilmes filed appeal brief
- / **27 February 2024:** Quilmes filed comments
- / **7 March 2024:** FIFA objected admissibility
- / **3 April 2024:** sole arbitrator appointed
- / **1 May 2024:** sole arbitrator decided not to bifurcate
- / **31 May 2024:** La Calera filed answer
- / **7 June 2024:** FIFA filed answer
- / **15 June 2024:** Quilmes requested provisional measures
- / **20 June 2024:** FIFA objected
- / **25 June 2024:** La Calera objected
- / **26 June 2024:** provisional measures rejected
- / **2 July 2024:** sole arbitrator decided to hold online hearing
- / **17 July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **29 July 2024:** sole arbitrator held online hearing
- / **19 August 2024:** sole arbitrator issued operative part
- / **25 April 2025:** sole arbitrator issued award

Background

Quilmes did not comply with the FIFA Football Tribunal Players' Status Chamber decision of 14 February 2020 in which it was ordered to pay La Calera outstanding amounts due to a transfer agreement between the clubs. La Calera requested that the FIFA Judicial Bodies Disciplinary Committee open disciplinary proceedings against Quilmes. The FIFA Disciplinary Committee closed the disciplinary proceedings on 7 May 2021 as Quilmes underwent judicial reorganization proceedings. La Calera requested that the FIFA Disciplinary Committee open disciplinary proceedings against Quilmes again on 14 December 2023. The Disciplinary Committee sent a proposal letter to the parties on 14 December 2023, confirming it on 20 December 2023. Quilmes did not comply with the FIFA proposal and the Disciplinary Committee imposed a transfer ban sanction on the club on 1 February 2024.

Quilmes filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA Disciplinary Committee decision. La Calera and FIFA filed their respective answers requesting that the sole arbitrator uphold the FIFA Disciplinary Committee decision.

» TAS 2024/A/10321 El Quilmes Atlético Club v. Club Deportes Unión La Calera & FIFA

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Quilmes is inadmissible; (b) the FIFA Judicial Bodies Disciplinary Committee decision is confirmed; (c) the costs of the arbitration are borne by Quilmes; and (d) the Quilmes shall pay La Calera a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that CAS Code art. R32 defines the time limit to appeal a decision before CAS. The sole arbitrator notes that Quilmes did not file its appeal within the appropriate time limit. The sole arbitrator decides that Quilmes' appeal is inadmissible.

CAS 2023/A/10114 CAS 2023/A/10119
CAS 2023/A/10117 CAS 2023/A/10121
CAS 2023/A/10118 CAS 2023/A/10122

Poalei Tel Aviv Holdings Ltd. v. FIFA

Reference number: [CAS 2023/A/10114](#),
[CAS 2023/A/10117](#), [CAS 2023/A/10118](#), [CAS](#)
[2023/A/10119](#), [CAS 2023/A/10121](#), [CAS](#)
[2023/A/10122](#)

Award date: 20 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Poalei Tel Aviv Holdings Ltd	 Israel	IF Fédération Internationale de Football Association (FIFA)	 Switzerland
LEGAL TEAM Gornitzky & Co. in Tel Aviv, Israel Joseph Gayer Attorney-at-law Omri Applebaum Attorney-at-law		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Alexander Jacobs Senior legal counsel Cristina Pérez González Senior legal counsel	
PANEL	President. Stephen Sampson Solicitor in London, United Kingdom	Arbitrator. Petros C. Mavroidis Professor in New York, United States	Arbitrator. José J. Pintó Attorney-at-law in Barcelona, Spain
	CLERK Alexandra Veuthey Attorney-at-law in Lausanne, Switzerland		

CATEGORY

Disciplinary

ISSUES

applicable law; sanction; sporting succession

RELEVANT RULES & REGULATIONS

FIFA DISCIPLINARY CODE, ED. 2023; ARTS. 4, 10, 21 & 59

LANGUAGE

English

KEYWORDS

double jeopardy; due process; evidence production; *lis pendens*;
 sporting continuity

ORIGIN

FIFA Judicial Bodies Disciplinary Committee,
 appeal

Main issue n.1

Does FIFA have discretion whether to close disciplinary proceedings?

Yes, FIFA has discretion when deciding whether to close disciplinary proceedings against clubs in bankruptcy/insolvency proceedings.

Main issue n.2

Is the club the sporting successor to the old club?

No, it is a scenario of sporting continuity.

CASELAW CITED

- » **Appeal, *lis pendens***: SFT 4P.64/2004; CAS 2021/A/7915.
- » **Applicable law, public policy**: CAS 2020/A/6778.
- » **De novo review, scope**: CAS 2006/A/1008; CAS 2013/A/3323; CAS 2013/A/3380; CAS 2015/A/4271; CAS 2017/A/5401.
- » **Due process, right to be heard**: CAS 2014/A/3669; CAS 2021/A/8060; CAS 2021/A/8311.
- » **Evidence, decisiveness**: CAS 2017/A/4271.
- » **Evidence, expert witness**: CAS 2016/A/4803; CAS 2023/A/9578-9580.
- » **Sanction, bankruptcy/insolvency**: CAS 2012/A/2759; CAS 2013/A/3321; CAS 2015/A/4162; CAS 2017/A/5054.
- » **Sanction, double jeopardy**: CAS 2013/A/3256; CAS 2015/A/4343.
- » **Sporting continuity, requirements**: CAS 2020/A/7543; CAS 2021/A/8060 & 8061; CAS 2021/A/8446; CAS 2022/A/9044.
- » **Sporting succession, creditor's diligence**: CAS 2011/A/2646; CAS 2020/A/6941; CAS 2021/A/8060 & 8061; CAS 2022/A/9044.
- » **Sporting succession, elements**: CAS 2020/A/6778.
- » **Sporting succession, fraud/abuse**: CAS 2016/A/4550; CAS 2020/A/6873; CAS 2020/A/7183.
- » **Sporting succession, no fraud/abuse**: CAS 2020/A/6884; CAS 2020/A/7290; CAS 2020/A/7543; CAS 2023/A/9809.
- » **Sporting succession, non-compliance**: CAS 2011/A/2646; CAS 2020/A/6884; CAS 2020/A/6941; CAS 2020/A/7092; CAS 2020/A/7314; CAS 2020/A/7543; CAS 2021/A/8060 & 8061; CAS 2021/A/8331; CAS 2022/A/9044.
- » **Sporting succession, requirements**: CAS 2020/A/7543; CAS 2021/A/8060 & 8061; CAS 2021/A/8446; CAS 2022/A/9044.
- » **Sporting succession, sanction**: SFT 4A.616/2021; SFT 4A.246/2022; CAS 2016/A/4787; CAS 2020/A/7061; CAS 2020/A/7065.

CAS 2023/A/10114
CAS 2023/A/10117
CAS 2023/A/10118
CAS 2023/A/10119
CAS 2023/A/10121
CAS 2023/A/10122
Tel Aviv Holdings Ltd. v. FIFA

Before the Court of Arbitration for Sport

- / **7 November 2023:** club filed six statements of appeal
- / **28 January 2024:** club filed appeal briefs
- / **8 April 2024:** FIFA filed answers
- / **9 April 2024:** panel constituted
- / **14 April 2024:** club requested second round submissions
- / **16 April 2024:** FIFA objected
- / **1 May 2024:** second round submissions granted
- / **28 May 2024:** clerk appointed
- / **3 July 2024:** club filed reply
- / **16 July 2024:** club filed new evidence
- / **12 September 2024:** FIFA objected to admissibility
- / **12 September 2024:** FIFA filed rejoinder
- / **19 September 2024:** club requested third round submissions
- / **19 September 2024:** club requested evidence production at hearing
- / **25 September 2024:** FIFA objected
- / **15 October 2024:** panel admitted new evidence
- / **15 October 2024:** panel denied third round submissions
- / **15 October 2024:** panel denied stay
- / **15 October 2024:** panel decided to hold online hearing
- / **15 October 2024:** panel partially granted evidence production at hearing
- / **29 October 2024:** FIFA objected evidence production at hearing
- / **7 November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **20 November 2024:** panel held online hearing
- / **9 January 2025:** club requested suspension
- / **16 March 2025:** club requested suspension extension
- / **8 April 2025:** club filed new evidence
- / **8 April 2025:** club requested suspension extension
- / **30 April 2025:** panel continued with proceeding
- / **20 May 2025:** panel issued award

Background

On 12 December 2016, the District Court of Tel Aviv-Jaffa granted a stay of proceedings order to Harel Holdings and opened insolvency proceedings against it. On 13 December 2015, the Israeli Court opened a tender to invite investors to submit bids for the acquisition of the footballing business, rights and assets within the insolvency proceedings. On 27 December 2016, the trustees appointed to the insolvency proceedings submitted a report to the Israeli Court informing it that no offer had been received and requested the opening of liquidation proceedings. On 3 January 2017, the trustees informed that two offers had been received from two different groups. On 4 January 2017, the Israeli Court held a hearing to consider several applications relating to the continuation of the insolvency proceedings and decided that the trustees should go through with the sale of the football business within the framework of the liquidation proceedings. Later, the Israeli Court issued a decision that ordered the provisional liquidation of Harel Holdings and approved the Nissanov offer for the acquisition of the football club's activities. In addition, the liquidation ordered appointed the trustees as liquidators of the Harel Holdings. On 8 January 2017, the Israeli Football Association general counsel sent an email to the head of the FIFA Disciplinary Committee informing it about the liquidation order. On 16 January 2017, the IFA sent correspondence to FIFA informing it about the liquidation of Harel Holdings and the fact that the Hapoel Tel Aviv FC business had been sold to a new entity which had become a member of the IFA as the football club's operator. On 20 February 2017, Poalei Tel Aviv became a member of the IFA. On 16 March 2017, Hapoel Tel Aviv's counsel informed the FIFA DC about the changes made in Hapoel Tel Aviv FC, requesting the closure of all procedures due to the insolvency proceedings pending before the Israeli Court. On 12 September 2019, the liquidators filed a claim for damages before the Israeli Court on behalf of Harel Holdings against the former owners of Harel Holdings, the IFA, the chairman of the IFA's Budget Control Authority, and two insurance companies. On 7 March 2023, Poalei Tel Aviv indicated to the FIFA DC that all foreign creditors of Harel Holdings had been included in the liquidation proceedings and that the Israeli Court would hold a hearing on 13 March 2023. On 27 March 2023, the Israeli Court referred the relevant stakeholders to mediation. On 28 May 2023, the IFA provided FIFA with a list of creditors submitted to the Israeli Court with respect to the liquidation proceedings of Harel Holdings.

In this scenario, the FIFA Judicial Bodies Disciplinary Committee rendered 6 decisions regarding sporting succession on 31 July 2023, sanctioning the club.

The club filed its appeals with CAS requesting that the panel set aside the FIFA Judicial Bodies Disciplinary Committee decisions. FIFA filed its answers requesting that the panel uphold the FIFA Judicial Bodies Disciplinary Committee decisions.

» CAS 2023/A/10114 CAS 2023/A/10119 CAS 2023/A/10117 CAS 2023/A/10121 CAS 2023/A/10118 CAS 2023/A/10122

Poalei Tel Aviv Holdings Ltd. v. FIFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeals filed by the club are dismissed; (b) the FIFA Judicial Bodies Disciplinary Committee decisions are confirmed; (c) the costs of the arbitration are borne by the club; and (d) each party shall bear its own legal fees and other expenses.

Main issue n. 1

The panel reasons that the FIFA Disciplinary Code does not entail an automatic closure of disciplinary proceedings in the presence of state proceedings. As such, the panel reasons that the FIFA Disciplinary Committee must conduct a balance of interest. In addition, the panel reasons that the same applies to sporting succession cases. The panel notes that there is no justification to close the proceedings under the specific circumstances of the cases involving the club. The panel decides that FIFA has discretion when deciding whether to close disciplinary proceedings against clubs in bankruptcy/insolvency proceedings.

Main issue n. 2

The panel reasons that the concept of sporting succession arises from the willingness to protect players' and clubs' entitlements, to ensure contractual stability and fair competition, and to discourage fraudulent behavior on the part of successor clubs. The panel further reasons that the new club assumes the associated liabilities to benefit from the predecessor's results, fan base and revenues. The panel reasons that the sporting successor of the original debtor is subject to disciplinary sanctions. In addition, the panel reasons that the FIFA Disciplinary Committee has broad scope to decide whether a club is the sporting successor of another, including in cases relating to bankruptcy or liquidation proceedings. As such, the panel reasons that the following elements may be relevant as criteria: (i) headquarters; (ii) name; (iii) legal form; (iv) team colors; (v) players; (vi) shareholders, stakeholders, ownership, management; (vii) category of competition; (viii) public information; (ix) founding year; (x) license; (xi) acquisition of sporting assets and federative rights; (xii) emblem, logo; (xiii) stadium. Moreover, the panel reasons that a club is a sporting entity identifiable by itself that transcends the legal entities which operate it as a general rule. As such, the panel reasons that sporting succession is different from sporting continuity as: (i) sporting succession holds when a club ceased to exist or was detached from its activity; and (ii) sporting continuity holds when the club never ceased to exist or maintained its activity without any interruption. Furthermore, the panel reasons that the FIFA regulatory system does not violate the principle of equality of creditors and states' monopoly on execution from the standpoint of Swiss public policy. The panel further reasons that the FIFA regulatory system is justified by the need for harmonization in football. The panel notes that the club holds the: (i) same federative license; (ii) same competition level; (iii) same name and organization; (iv) same history, titles and sporting achievements; (v) same colors and logo; (vi) same registered address/headquarters; (vii) same stadium; (viii) same internet domain; (ix) same FIFA TMS ID number. In addition, the panel notes that the old club never ceased to exist. As such, the panel notes that the presence of a sporting continuity scenario. The panel decides that the club is not the sporting successor of the old club, but it is a scenario of sporting continuity instead.

CAS 2024/A/10347

Shaanxi Chang'an Union Football Club v. Raoul Loé & FIFA

Reference number: CAS 20234/A/10347

Award date: 20 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N. 1	
 Club Shaanxi Chang'An Union Football Club	 China	Player Raoul Loé	 France
LEGAL TEAM Luca Tettamanti attorney-at-law in Lugano, Switzerland Tomás Pereda Attorney-at-law in Lugano, Switzerland		LEGAL TEAM Johann Weiss Attorney-at-law in Denges, Switzerland	
SOLE ARBITRATOR		RESPONDENT N. 2	
Rui Botica Santos Attorney-at-law in Lisbon, Portugal		IF Fédération Internationale de Football Association (FIFA)	 Switzerland
		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Roberto Nájera Reyes Senior legal counsel	

CATEGORY

Disciplinary

ISSUES

jurisdiction

RELEVANT RULES & REGULATIONS

FIFA Disciplinary Code; art. 21

LANGUAGE

English

KEYWORDS

referral; sporting succession

CASELAW CITED

None

ORIGIN

FIFA Judicial Bodies Disciplinary Committee, appeal

Main issue

Did the sole arbitrator decide to refer the case back to FIFA or judge its merits?

The sole arbitrator decided to refer the case back to the FIFA Judicial Bodies Disciplinary Committee for proper assessment of sporting succession conducted by the competent internal body and within the framework of the applicable legal procedure.

CAS 2024/A/10347**Shaanxi Chang'an Union Football Club v. Raoul Loé & FIFA****Before the FIFA Judicial Bodies
Disciplinary Committee****/ 5 February 2024:** FIFA DC rendered decision**Before the Court of Arbitration for Sport****/ 15 February 2024:** club filed statement of appeal**/ 15 February 2024:** club requested stay**/ 21 February 2024:** player objected**/ 21 February 2024:** FIFA objected**/ 26 February 2024:** CAS Appeals Arbitration Division deputy president issued award**/ 25 March 2024:** club filed appeal brief**/ 2 April 2024:** sole arbitrator appointed**/ 24 May 2024:** player filed answer**/ 27 May 2024:** FIFA filed answer**/ 20 June 2024:** sole arbitrator decided to hold online CMC**/ 2 July 2024:** sole arbitrator held online CMC**/ 2 July 2024:** sole arbitrator decided to hold online hearing**/ 11 July 2024:** CAS Court Office forwarded order of procedure to the parties**/ 14 August 2024:** club filed new evidence**/ 21 August 2024:** FIFA objected to admissibility**/ 26 August 2024:** club filed comments**/ 3 September 2024:** sole arbitrator admitted new evidence**/ 26 September 2024:** FIFA filed comments**/ 7 October 2024:** sole arbitrator held online hearing**/ 20 May 2025:** sole arbitrator issued award**Background**

On 12 April 2023, the FIFA Football Tribunal Dispute Resolution Chamber issued a decision in which Shaanxi Chang'an Athletic FC was ordered to pay several amounts to the player. The old club failed to comply with the DRC decision and FIFA opened disciplinary proceedings against the old club. On 28 October 2023, the Chinese Football Association informed FIFA that the old club is not affiliated to its association any longer. On 30 October 2023, FIFA closed the disciplinary proceedings opened against the old club. On 2 November 2023, the player requested FIFA to implement the DRC decision against the club as sporting successor of the old club. On 5 February 2024, the FIFA Disciplinary Committee issued its decision, establishing that the club was to be considered the sporting successor of the old club and sanctioned the club.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DC decision. The player and FIFA filed their respective answers requesting that the sole arbitrator uphold the FIFA DC decision.

» CAS 2024/A/10347 Shaanxi Chang'an Union Football Club v. Raoul Loé & FIFA

MAIN LEGAL FINDINGS

The CAS Appeals a The sole arbitrator decided that: (a) the appeal filed by the club is upheld; (b) the FIFA Judicial Bodies Disciplinary Committee decision is set aside; (c) the case is referred back to FIFA; (d) the costs of the arbitration are borne by FIFA; and (e) FIFA shall pay the club a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that an arbitral tribunal is not compelled to refer the matter back to the first instance or to render a final decision independently. As such, the sole arbitrator reasons that an arbitral tribunal has full discretion to decide an appeal de novo. In addition, the sole arbitrator reasons that there are specific circumstances in which referring the case back to FIFA may be deemed more appropriate, especially when the appellant's fair treatment and legitimate right to a proper defense could be compromised. The sole arbitrator notes that the FIFA head of Judicial Bodies' letter lacked the following essential elements: (i) a clear explanation of the decision-making process; (ii) specific details about the applicable sanction and its duration; and (iii) the provision of an opportunity for the club to voluntarily settle the old club's debt within a reasonable timeframe. In addition, the sole arbitrator notes that the FIFA head of Judicial Bodies did not have the proper authority to issue a decision on sporting succession or to impose disciplinary sanctions. As such, the sole arbitrator notes that it is appropriate to refer the case back to FIFA for a proper assessment by the FIFA Judicial Bodies Disciplinary Committee. The sole arbitrator decides to refer the case back to FIFA.

CAS 2023/A/10043**Yeni Mersin Idman Yurdu A.S. vs
Ivan Saraiva de Souza & FIFA**Reference number: [CAS 2023/A/10043](#)

Award date: 28 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Yeni Mersin Idman Yurdu A.S.

Türkiye

LEGAL TEAM

Ruiz-Huerta & Crespo Sports Lawyers | in Lausanne, Switzerland
Juan de Dios Crespo Pérez | Attorney-at-law
Juan Crespo-Ruiz-Huerta | Attorney-at-law
Juan Yu | Attorney-at-law
Varat – Kuruloğlu Hukuk Bürosu in Istanbul | in Istanbul, Türkiye
Umur Varat | Attorney-at-law

RESPONDENT N. 1

Player (former)

Ivan Saraiva de Souza

Brazil

LEGAL TEAM

Débora Trombeta de Mattos Cesário | Attorney-at-law in São Paulo, Brazil
Rafael Queiroz Botelho | Attorney-at-law in São Paulo, Brazil

PANEL

President.

Petros C. Mavroidis
 Professor in New York, United States

Arbitrator.

Patrick Grandjean
 Lawyer in Belmont-sur-Lausanne, Switzerland

Arbitrator.

Mark Hovell
 Solicitor in Manchester, United Kingdom

RESPONDENT N. 2

**IF Fédération Internationale de Football
 Association (FIFA)**



Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA
Miguel Liétard | Director of Litigation
Alexander Jacobs | Senior legal counsel

CATEGORY**Procedural****ISSUES**

statute of limitations

RELEVANT RULES & REGULATIONS

FIFA Disciplinary Code, ed. 2023; arts. 10
 & 21

LANGUAGE

English

KEYWORDS

time-barred

CASELAW CITED

None

**ORIGIN**

FIFA Judicial Bodies Disciplinary Committee, appeal

Main issue**Is the claim time-barred?**

Yes, it is time-barred.

CAS 2023/A/10043**Yeni Mersin Idman Yurdu A.S. vs
Ivan Saraiva de Souza & FIFA****Before the Court of Arbitration for
Sport**

- / **11 October 2023:** club filed statement of appeal
- / **3 November 2023:** club filed appeal brief
- / **22 December 2023:** FIFA Filed answer
- / **19 January 2024:** player filed answer
- / **23 January 2024:** panel constituted
- / **February 2024:** CAS Court Office forwarded order of procedure to the parties
- / **22 February 2024:** panel held hybrid hearing
- / **23 April 2024:** panel invited club to answer questions
- / **23 April 2024:** panel invited player to answer questions
- / **30 April 2024:** club filed answer to questions
- / **30 April 2024:** player filed answer to questions
- / **3 May 2024:** panel invited club to file reply
- / **3 May 2024:** panel invited player to file reply
- / **10 May 2024:** club filed reply
- / **10 May 2024:** player filed reply
- / **17 June 2024:** panel issued procedural instructions
- / **8 July 2024:** CAS Court Office acknowledged parties filed submissions
- / **28 May 2025:** panel issued award

Background

The player filed a claim against the Turkish club for outstanding remuneration before the FIFA Dispute Resolution Chamber in 2013. The FIFA DRC rendered its decision on 2 July 2015, accepting the player's claim. The FIFA DRC notified its decision's grounds on 8 February 2016. The Turkish club appealed the FIFA DRC decision before CAS and never paid its share of advance of costs. The CAS issued a termination order on 20 July 2016.

On 9 December 2017, the FIFA Judicial Bodies Disciplinary Committee issued a decision confirming that the Turkish club had failed to comply with the original FIFA DRC decision. The FIFA DisCo notified its decision's ground on 28 February 2018. By the end of the 2017-2018 footballing season the Türkiye Football Federation had deducted altogether 114 points from the Turkish club.

The player requested the opening of disciplinary proceedings against the Turkish club's sporting successor for non-compliance again on 1 August 2023. The FIFA DisCo rendered its decision on 14 September 2023, confirming that the club is the sporting successor of the Turkish club and that it was liable to pay the player's original debt. The FIFA DisCo notified its decision's grounds on 25 September 2023.

The club filed its appeal with CAS requesting that the panel set aside the FIFA Judicial Bodies Disciplinary Committee decision. The player and FIFA filed their respective answers requesting that the panel uphold the FIFA Judicial Bodies Disciplinary Committee decision.

» CAS 2023/A/10043 Yeni Mersin Idman Yurdu A.S. vs Ivan Saraiva de Souza & FIFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is upheld; (b) the FIFA Judicial Bodies Disciplinary Committee decision is set aside; (c) the costs of the arbitration are borne by the player and FIFA in equal shares; and (d) the player and FIFA shall pay the club each a contribution in the amount of CHF 2,500 towards the legal fees and other expenses.

Main issue

The panel reasons that it must assess whether a claim is barred in accordance with the applicable limitation period. The panel notes the FIFA Judicial Bodies Disciplinary Committee did not properly assess the limitation period. The panel decides that the claim is time-barred.

CAS 2023/A/10255**Yeni Mersin Idman Yurdu A.S. vs
Danilo Petrolli Bueno & FIFA**Reference number: [CAS 2023/A/10255](#)

Award date: 28 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Yeni Mersin Idman Yurdu A.S.

Türkiye

LEGAL TEAM**Ruiz-Huerta & Crespo Sports Lawyers** | in Lausanne, Switzerland**Juan de Dios Crespo Pérez** | Attorney-at-law**Juan Crespo-Ruiz-Huerta** | Attorney-at-law**Juan Yu** | Attorney-at-law**Varat – Kuruloğlu Hukuk Bürosu in Istanbul** | in Istanbul, Türkiye**Umur Varat** | Attorney-at-law**RESPONDENT N. 1**

Player (former)

Danilo Petrolli Bueno

Brazil

LEGAL TEAM**Débora Trombeta de Mattos Cesário** | Attorney-at-law in São Paulo, Brazil**Rafael Queiroz Botelho** | Attorney-at-law in São Paulo, Brazil**PANEL**

President.

Petros C. Mavroidis

Professor in New York, United States

Arbitrator.

Patrick Grandjean

Lawyer in Belmont-sur-Lausanne, Switzerland

Arbitrator.

Mark Hovell

Solicitor in Manchester, United Kingdom

RESPONDENT N. 2

IF

**Fédération Internationale de Football
Association (FIFA),**

Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

Miguel Liétard | Director of Litigation**Alexander Jacobs** | Senior legal counsel**CATEGORY****Procedural****ISSUES**

statute of limitations

RELEVANT RULES & REGULATIONSFIFA Disciplinary Code, ed. 2023; arts. 10
& 21**LANGUAGE**

English

KEYWORDS

time-barred

CASELAW CITED

None

**ORIGIN**

FIFA Judicial Bodies Disciplinary Committee, appeal

Main issue**Is the claim time-barred?**

Yes, it is time-barred.

CAS 2023/A/10255**Yeni Mersin Idman Yurdu A.S. vs
Danilo Petrolli Bueno & FIFA****Before the Court of Arbitration for
Sport**

- / **26 December 2023:** club filed statement of appeal
- / **18 January 2024:** club filed appeal brief
- / **15 March 2024:** FIFA Filed answer
- / **18 March 2024:** player filed answer
- / **19 March 2024:** panel constituted
- / **June 2024:** CAS Court Office forwarded order of procedure to the parties
- / **26 June 2024:** panel held hybrid hearing
- / **28 May 2025:** panel issued award

Background

The player filed a claim against the Turkish club for outstanding remuneration before the FIFA Dispute Resolution Chamber. The FIFA DRC rendered its decision on 3 September 2015, accepting the player's claim. The FIFA DRC notified its decision's grounds on 26 January 2016.

On 6 May 2017, the FIFA Judicial Bodies Disciplinary Committee issued a decision confirming that the Turkish club had failed to comply with the original FIFA DRC decision. The FIFA DisCo notified its decision's ground on 1 November 2017.

The player requested the opening of disciplinary proceedings against the Turkish club's sporting successor for non-compliance again on 8 September 2023. The FIFA DisCo rendered its decision on 9 November 2023, confirming that the club is the sporting successor of the Turkish club and that it was liable to pay the player's original debt. The FIFA DisCo notified its decision's grounds on 1 December 2023.

The club filed its appeal with CAS requesting that the panel set aside the FIFA Judicial Bodies Disciplinary Committee decision. The player and FIFA filed their respective answers requesting that the panel uphold the FIFA Judicial Bodies Disciplinary Committee decision.

» CAS 2023/A/10255 Yeni Mersin Idman Yurdu A.S. vs Danilo Petrolli Bueno & FIFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is upheld; (b) the FIFA Judicial Bodies Disciplinary Committee decision is set aside; (c) the costs of the arbitration are borne by the player and FIFA in equal shares; and (d) the player and FIFA shall pay the club each a contribution in the amount of CHF 2,500 towards the legal fees and other expenses.

Main issue

The panel reasons that it must assess whether a claim is barred in accordance with the applicable limitation period. The panel notes the FIFA Judicial Bodies Disciplinary Committee did not properly assess the limitation period. The panel decides that the claim is time-barred.

TAS 2025/A/11314**Club de Fútbol Pachuca c. FIFA****TAS 2025/A/11315****TAS 2025/A/11316****Club León c. FIFA**Reference number: [TAS 2025/A/11314](#), [TAS 2025/A/11315](#), [TAS 2025/A/11316](#)

Award date: 28 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT N.1****Club de Fútbol Pachuca**

Mexico

LEGAL TEAM

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Luis Torres | Attorney-at-law
Peter & Kim | in Geneva Switzerland and Sydney, Australia
Alexis Schoeb | Attorney-at-law
Micael Totaro | Attorney-at-law

APPELLANT N.2**Club León**

Mexico

LEGAL TEAM

BS Sports Law | in Madrid, Spain
Gorka Villar Bollain | Attorney-at-law

RESPONDENT N. 2**IF Fédération Internationale de Football Association (FIFA),**

Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA
Miguel Liétard | Director of Litigation
Carlos Schneider | Director of Judicial Bodies

PANEL

President. **Roberto Moreno**
 Professor and attorney-at-law in Asunción, Paraguay

Arbitrator. **Massimo Coccia**
 Professor and attorney-at-law in Rome, Italy

Arbitrator. **Daniel Cravo Souza**
 Attorney-at-law in Porto Alegre, Brazil

AD HOC CLERK**Adrián Hernández** | Clerk in Lausanne, Switzerland**CASELAW CITED**

- » **Applicable law, principles:** CAS 98/200; CAS 2014/A/3776.
- » **Competition, sporting qualification:** CAS 2015/A/4097.
- » **Competition, sporting eligibility:** CAS 2015/A/4097.
- » **Intervention, requirements:** CAS 2012/A/2737; CAS 2021/A/8356; CAS 2021/A/8436; CAS 2023/A/10168.
- » **Locus standi, mandatory joinder:** CAS 2004/A/594; CAS 2015/A/3910; CAS 2016/A/4602; CAS 2016/A/4642; CAS 2016/A/4787; CAS 2017/A/5227; CAS 2019/A/6334; CAS 2020/A/7061; CAS 2021/A/8225; CAS 2023/A/10209.
- » **Locus standi, merits issue:** ATF 126 III 63; CAS 2007/A/1329 & 1330; CAS 2007/A/1367; CAS 2008/A/1620; CAS 2008/A/1639; CAS 2009/A/1869; CAS 2012/A/3032; CAS 2015/A/4131; CAS 2016/A/4602; CAS 2020/A/6694; CAS 2020/A/6922; CAS 2022/A/8737; CAS 2023/A/10209.
- » **Locus standi, standing to appeal:** CAS 2017/A/5054.
- » **Locus standi, standing to be sued:** CAS 2007/A/1329 & 1330; CAS 2007/A/1367; CAS 2008/A/1620; CAS 2012/A/3032; CAS 2020/A/6922; CAS 2021/A/7768; CAS 2021/A/8225; CAS 2023/A/10209.
- » **Locus standi, vertical dispute:** CAS 2019/A/6351; CAS 2020/A/7061; CAS 2021/A/8225.
- » **Multi-club ownership, integrity:** CAS 98/200.
- » **Principles, equal treatment:** CAS 2013/A/3297; CAS 2022/A/9017.
- » **Principles, lex sportiva:** CAS 98/200; CAS 2021/A/7930.
- » **Principles, procedural fairness:** CAS 2014/A/3776.
- » **Principles, venire contra factum proprium:** CAS 2008/O/1455; CAS 2015/A/4195.
- » **Regulatory interpretation, methods:** CAS 2013/A/3365 & 3366.
- » **Sanction, reputational harm:** TAS 2021/A/7650.
- » **Standing to appeal, admissibility:** SFT 4A_426/2017; CAS 2008/A/1674.
- » **Standing to appeal, interest worthy of protection:** CAS 2018/A/5746.
- » **Standing to appeal, legitimate interest:** ATF 137 II 40; SFT 4A_620/2015; CAS 2009/A/1880-1881; CAS 2015/A/4289; TAS 2021/A/7650.
- » **Standing to appeal, merits issue:** ATF 137 I 296; SFT 4A_620/2015; SFT 4A_426/2017; CAS 2018/A/5746; TAS 2021/A/7650.
- » **Standing to appeal, sufficiently affected party:** CAS 2013/A/3140.

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Award date: 28 May 2025

Seat of arbitration: Lausanne, Switzerland

**CATEGORY****Disciplinary****ISSUES***locus standi*; multi-club ownership; standing to appeal**RELEVANT RULES & REGULATIONS**

FIFA CWC REGULATIONS, ED. JUN.24; ARTS. 4,5 & 10

FIFA DC, ED. 2023; ART. 56

SCC; ARTS. 2 & 8

SCO; ART. 30

LANGUAGE

English

KEYWORDS

club participation rules; MCO group

**ORIGIN**

FIFA Judicial Bodies Appeal Committee, appeal | FIFA General Secretariat, appeal

Preliminary issue n. 1

Does LDA meet the criteria to participate in the CAS appeal proceedings? No, LDA does not meet the criteria.

Preliminary issue n. 2

Does Pachuca have standing to appeal the FIFA Judicial Bodies Appeal Committee decision? Yes, Pachuca has standing to appeal.

Main issue n. 1

Did León fail to nominate Pachuca as a mandatory respondent in its appeal of the FIFA General Secretariat decision? No, León did not have to nominate Pachuca as a mandatory respondent in its appeal of the FIFA General Secretariat decision.

Main issue n. 2Do the circumstances of the clubs lead to a *prima facie* situation of non-compliance with the MCO provision of the FIFA CWC Regulations art. 10? Yes, the circumstances lead to a *prima facie* situation of non-compliance with the MCO provision of the FIFA CWC Regulations art. 10 by the clubs prior to the settlement of Leon's trust.**Main issue n. 3**

Did FIFA's application of the FIFA CWC Regulations against the clubs flout basic legal principles? No, FIFA's application of the FIFA CWC Regulations against the clubs does not flout basic legal principles.

Main issue n. 4

Did León and Pachuca sign the participation agreement under duress? No, León and Pachuca did not prove the signing of the participation agreement under duress.

Main issue n. 5

Did FIFA provide equal treatment to the qualified clubs in the assessment of the participation agreement deadline? No, FIFA did not provide equal treatment.

Main issue n. 6

Is the trust mechanism implemented by Leon sufficient to overcome the non-compliance of the FIFA CWC Regulations art. 10? No, it is not sufficient.

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TAS 2025/A/11315**TAS 2025/A/11316**

Club León c. FIFA

**Before the FIFA Judicial Bodies
Disciplinary Committee**

- / **11 February 2025:** FIFA DC opened disciplinary proceedings
- / **24 February 2025:** Pachuca filed initial observations
- / **24 February 2025:** León filed initial observations
- / **24 February 2025:** FIFA DC referred case to FIFA AC

**Before the FIFA Judicial Bodies
Appeal Committee**

- / **25 February 2025:** hearing scheduled
- / **28 February 2025:** Pachuca objected to proceedings
- / **28 February 2025:** León objected to proceedings
- / **3 March 2025:** FIFA AC invited clubs to answer questions during hearing
- / **7 March 2025:** Pachuca filed submission
- / **7 March 2025:** León filed submission
- / **17 March 2025:** FIFA AC held hearing
- / **17 March 2025:** León presented its trust
- / **20 March 2025:** FIFA AC rendered decision
- / **27 March 2025:** FIFA AC notified grounds

Before the FIFA General Secretariat

- / **21 March 2025:** FIFA GS rendered decision

Background

On 16 December 2022, the FIFA Council convened in Doha, Qatar, approved a 32-team international club competition named the FIFA Club World Cup. The competition was scheduled to be held in June 2025 and every four years thereafter. On 14 February 2023, the FIFA Council approved the slot allocation for the competition, including 4 slots for CONCACAF teams. On 14 March 2023, the FIFA Council approved key principles of access to the competition. On 4 June 2023, León won the CONCACAF Champions Cup and qualified for the competition in accordance with its access principles. On 17 December 2023, the FIFA Council selected the United States as the host country of the competition's first edition and approved the club-ranking methodology that is part of the competition's access principles. On 1 June 2024, Pachuca won the CONCACAF Champions Cup and qualified for the competition in accordance with its access principles.

On 27 June 2024, the president of the board of directors of a group that owns León and Pachuca sent a letter to the FIFA president to clarify the clubs' ownership as well as its organizational and management structures. On 3 October 2024, the FIFA Council approved the FIFA Club World Cup 2025 Regulations, which established a specific rule regarding multi-club ownership in its art. 10. On 17 October 2024, FIFA requested information, and supporting evidence, from the clubs in accordance with the FIFA CWC Regulations art. 11. In short, FIFA's stated purpose for the request was to conduct an initial exam of possible links between the group and the clubs to ascertain their compliance with the FIFA CWC Regulations art. 10. On 23 October 2024, both clubs replied in separate letters, providing several documents. On 30 October 2024, FIFA informed Liga MX about its preliminary analysis on the control and influences structures relating to the group and the clubs, requesting a series of documents. On the same date, FIFA wrote to the clubs and requested them to transmit a new series of documents. On 6 November 2024, Liga MX replied to FIFA's request. On 8 November 2024, the clubs replied to FIFA's request. FIFA and the club remained in contact and on 4 December 2024, the FIFA and the clubs held an in-person meeting at the FIFA offices in Coral Gables, United States, at the clubs' request. On 5 December 2024, FIFA hosted the draw ceremony for the group stage of the competition in Miami. Pachuca's and León's representatives attended the ceremony. FIFA included both clubs into two different groups with other qualified clubs. FIFA and the clubs remained in contact.

On 3 February 2025, FIFA sent a short-form version of the participation agreement to all qualified clubs, requesting that the clubs provide a signed version by 7 February 2025. On 6 February 2025, the clubs submitted signed copies of the participation agreement alongside a reservation of rights regarding the clubs' eligibility to participate in the competition.

On 7 February 2025, the FIFA General Secretariat sent a letter to the FIFA Disciplinary Committee chairperson expressing doubts as to whether Pachuca and León complied with the criteria outlined in the FCWC Regulations art. 10, thus referring the case to the FIFA DC. On 11 February 2025, the FIFA DC opened disciplinary proceedings against the clubs and included to the case file documents that FIFA had received from the clubs and Liga MX. On 24 February

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Before the Court of Arbitration for Sport

- / **2 April 2025:** Pachuca filed statement of appeal
- / **2 April 2025:** León filed two statements of appeal
- / **2 April 2025:** appellants requested consolidation
- / **2 April 2025:** appellants requested same panel
- / **2 April 2025:** appellants requested expedited proceedings
- / **2 April 2025:** appellants nominated Massimo Coccia
- / **3 April 2025:** consolidation granted
- / **3 April 2025:** expedited proceedings granted
- / **7 April 2025:** FIFA informed agreed-upon amendment to procedural schedule
- / **7 April 2025:** FIFA nominated Daniel Cravo Souza
- / **14 April 2025:** LDA requested intervention
- / **14 April 2025:** LDA requested *amicus curiae* alternatively
- / **14 April 2025:** LDA requested observation subsidiarily
- / **15 April 2025:** Pachuca filed appeal brief
- / **15 April 2025:** Pachuca requested evidence production
- / **15 April 2025:** Pachuca requested evidence production during hearing
- / **15 April 2025:** León filed appeal brief
- / **18 April 2025:** Pachuca filed comments on intervention request
- / **18 April 2025:** León filed comments on intervention request
- / **18 April 2025:** FIFA filed comments on intervention request
- / **22 April 2025:** panel constituted
- / **22 April 2025:** *ad hoc* clerk appointed
- / **28 April 2025:** FIFA filed answer
- / **28 April 2025:** FIFA objected to evidence production
- / **30 April 2025:** panel partially granted evidence production
- / **30 April 2025:** intervention denied
- / **30 April 2025:** *amicus curiae* brief denied
- / **30 April 2025:** observation denied
- / **1 May 2025:** FIFA filed evidence
- / **1 May 2025:** CAS Court Office forwarded order of procedure to the parties
- / **2 May 2025:** panel denied evidence production during hearing
- / **5 May 2025:** panel held hybrid hearing
- / **6 May 2025:** panel issued operative part
- / **30 May 2025:** panel issued award

2025, the clubs submitted their respective initial observations regarding the alleged breach. On the same date, the FIFA Disciplinary Committee chairperson referred the case to the FIFA Judicial Bodies Appeal Committee pursuant to the FIFA Disciplinary Code art. 56(3) given the urgency of the proceedings and possible consequences to the competition.

On 25 February 2025, the FIFA head of disciplinary invited the clubs to present their final position and scheduled a hearing to be held in-person on 17 March 2025. On 28 February 2025, Pachuca protested the manner in which the proceedings were being conducted, specifically due to an alleged lack of detailed charges and FIFA's purported inactivity after the approval of the FIFA CWC Regulations. On the same date, León protested the disciplinary proceedings in the same line as Pachuca. On 3 March 2025, the FIFA AC chairperson replied, stating that the clubs had the burden of proving their compliance with the requirements set forth in the FIFA CWC Regulations art. 10. In addition, the FIFA AC chairperson listed a series of questions for the clubs to address at the hearing. On 7 March 2025, the clubs stated their impossibility of presenting new arguments beyond the ones adduced on 24 February 2025, reiterating their initial arguments.

On 28 February 2025, León held a shareholder's assembly, approving a set of measures that included a setting a trust agreement. On 1 March 2025, León created its trust through a trust instrument of settlement. On 17 March 2025, the FIFA AC held the scheduled hearing. At the hearing, León presented its trust to the FIFA AC chairperson.

On 20 March 2025, the FIFA Judicial Bodies Appeal Committee rendered its decision, ruling that Pachuca and León failed to meet the criteria defined under the FIFA Club World Cup 2025 Regulations art. 10(1) and that the FIFA General Secretariat should decide which club may be admitted to the FIFA Club World Cup 2025. The FIFA AC notified its decision's grounds on 27 March 2025. On 21 March 2025, the FIFA General Secretariat decided that Pachuca was admitted to the FIFA Club World Cup 2025.

Pachuca filed its appeal with CAS requesting that the panel set aside the FIFA Judicial Bodies Appeal Committee decision. León filed its appeal with CAS requesting that the panel set aside the FIFA Judicial Bodies Appeal Committee and FIFA General Secretariat decisions. FIFA filed its answer with CAS requesting that the panel declare the Pachuca appeal inadmissible, uphold the FIFA Judicial Bodies Appeal Committee and FIFA General Secretariat decisions.

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MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Pachuca is dismissed; (b) the appeals filed by León are dismissed; (c) the FIFA Judicial Bodies Appeal Committee decision is confirmed; (d) the FIFA General Secretariat decision is confirmed; (e) the costs of TAS 2025/A/11314 and TAS 2025/A/11315 are borne in equal share by Pachuca and León; (f) the costs of TAS 2025/A/11316 are borne by León; (g) Pachuca shall pay FIFA a contribution in the amount of CHF 5,000 towards the legal fees and other expenses; and (h) León shall pay FIFA a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

Preliminary issue n. 1

The panel reasons that an intervention application should be granted: (i) where the applicant will be significantly affected by a possible decision; (ii) where the parties do not object to the application; (iii) where the applicant is a party to the arbitration agreement; (iv) where a party seeking to intervene in a CAS arbitration demonstrates that it has a direct legal interest at stake; and (v) where a party seeking to intervene demonstrates that it is directly and personally affected by the outcome of the procedure. Moreover, the panel reasons that potential *amicus curiae* must hold a public interest warranting this status. The panel further reasons that there is no legal basis for participation as observer in CAS proceedings. The panel notes that the parties did not consent to LDA's participation. In addition, the panel notes that LDA's right of participation falls outside the scope of review of the arbitration proceedings as the outcome does not imply an automatic right of substitution of one of the clubs by LDA. Moreover, the panel notes that LDA does not hold public interest warranting *amicus* status in the arbitration proceedings. The panel further notes that LDA has no legal basis to request participation as observer in the arbitration proceedings. The panel decides that LDA does not meet the criteria to participate in the CAS appeal proceedings.

Preliminary issue n. 2

The panel reasons that the bar to access to justice must be set with prudence. The panel reasons that a strict application of *locus standi* to a private arbitration proceeding can represent an undue and artificial restriction to the access to justice when resulting in a distortion of the underlying policy consideration that frames the doctrine of standing before Swiss courts. In addition, the panel reasons that an appellant seeking redress from an arbitral tribunal must hold a legitimate interest worthy of protection when filing its appeal. The panel notes that Pachuca's contention that its interest lies in the reputational consequences of the FIFA Judicial Bodies Appeal Committee decision is sufficient to show a legitimate interest worthy of protection. Moreover, the panel notes that the FIFA AC decision has a sufficient practical impact on Pachuca as it will take part in the competition as a "non-compliant" club due to the violation of the MCO rules. As such, the panel notes that the FIFA AC decision impacts Pachuca in terms of potential finding of recidivism in future cases and in terms of the perception of the disciplinary facets of the decision itself in the eyes of the legally non-trained club. The panel decides that Pachuca has standing to appeal the FIFA Judicial Bodies Appeal Committee decision.

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Main issue n. 1

The panel reasons that a party has standing to be sued when it is personally obliged by disputed right at stake in the dispute. As such, the panel reasons that a party has standing to be sued when something is sought from it. The panel reasons that the analysis of standing to be sued and passive mandatory joinders are not limited to the party against whom something is sought. The panel further reasons that a party has standing to be sued when it stands to be sufficiently affected by the matter at hand to qualify as a proper respondent within the meaning of the law. As such, the panel reasons that this means that the panel is prevented from granting a request for relief that directly affects a party who has not had the opportunity to defend itself before it. In addition, the panel reasons that a particular member of a federation could be sufficiently affected by a decision in an appeal proceeding in the context of disputes between federations and its members in which the federation seeks to enforce its regulations. As such, the panel reasons that it is crucial to assess whether passive *litis consortium* is apparent in the concrete relief sought by the appellant. The panel notes that León submitted three sets of requests that premises the annulment of the FIFA Judicial Bodies Appeal Committee decision to setting aside the FIFA General Secretariat decision. As such, the panel notes that all the sets of requests are constructed sequentially. The panel notes that the framing of the appeal and its grounds clearly show that León's appeal of the FIFA General Secretariat decision is ancillary, subordinate or accessory to its appeal of the FIFA AC decision. In addition, the panel notes that León does not request its inclusion in Pachuca's place in the competition. Moreover, the panel notes that it is evident that the appeal by León against the FIFA General Secretariat decision arose from a considered procedural strategy to contest its exclusion from the competition as it would have to set aside both decisions. As such, the panel notes that there is no legal necessity to name Pachuca as respondent in León's appeal of the FIFA General Secretariat decision. The panel decides that León did not have to nominate Pachuca as a mandatory respondent in its appeal of the FIFA General Secretariat decision.

Main issue n. 2

The panel reasons that a common ownership of clubs directly links itself with the satiation foreseen in the FIFA CWC Regulations art. 10.1(c)(i) that prohibits that one or more individuals hold a majority of shareholders' voting rights in more than one participating club. In addition, the panel reasons that the FIFA CWC Regulations art. 10.1(b) prohibits the direct involvement of multiple persons in the management, administration and/or sporting performance of more than one club participating in the competition. Moreover, the panel reasons that the FIFA CWC Regulations do not limit the scope of MCO to ownership and control, but also to influence under the FIFA CWC Regulations art. 10.1(c)(iv). The panel notes that the evidence shows that the same family and close associates hold direct ownership and control of Pachuca and León. In addition, the panel notes that the same person can exercise decisive influence in the management of León and Pachuca through familial ties. Furthermore, the panel notes that the group's acts reinforce the fact that the clubs share an MCO structure. In particular, the panel notes that the same person holds a majority interest in both clubs prior to the settlement of León's trust. As such, the panel notes that the majority ownership is translated into effective control over both clubs per their corporate charters. As such, the panel notes that it is a clear situation of non-compliance with the FIFA CWC Regulations art. 10.1(c)(i). Moreover, the panel notes that the composition of both clubs' boards was nearly identical prior to the settlement of León's trust. The panel further notes that the board of directors of each club is the body tasked with the administration of the company per the statutes of both clubs. As such, the panel notes that the corporate structures of both clubs prior to the settlement of León's trust clearly constitutes the simultaneous direct involvement of multiple persons within the scope of application of the FIFA CWC Regulations art. 10.1(b). Furthermore, the panel notes that the same person likely holds a considerable degree of influence over the members of the board beyond his function of chairman as the majority are his family members. As such, León is non-compliant with the FIFA CWC Regulations art. 10.1(c)(iv) prior to the settlement of León's trust. The panel also notes that the first letter that the group sent to FIFA

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grouped both clubs under the same heading, which demonstrates that the influence of the same person and his close family group on both clubs cannot be seriously denied independently of whether the name of the group is merely a guise or a branding exercise. The panel notes that the same person has made several public statements evidencing his joint ownership, control and influence over both clubs. The panel further notes that Liga MX has imposed restrictions on the clubs given the same person's ownership, regarding voting rights and inter-clubs transfers. The panel notes that this person is obliged by Mexican sporting rules to sell his majority interest in one of the clubs by 2027. As such, the panel notes that it appears that this person's control of both clubs has prompted the Federación Mexicana de Fútbol and Liga MX to set control mechanisms to protect the sporting integrity of their competitions, ultimately resorting to forcing a sale and confirming the MCO situation. The panel decides that the circumstances lead to a *prima facie* situation of non-compliance with the MCO provision of the FIFA CWC Regulations art. 10 by the clubs prior to the settlement of León's trust.

Main issue n. 3

The panel reasons that a sports governing body is not legally obliged to assist clubs to seek alternative solutions to clear normative rules. The panel reasons that a governing body can issue regulations that distinguish sporting merits from final participation. In addition, the panel reasons that this power is subject to adherence to basic legal principles that are the backbone of sports law. As such, the panel reasons that these principles inform the governing body's behavior towards its members as well as its regulatory powers. The panels reasons that governing bodies are barred from enacting regulations belatedly and applying them retroactively. As such, the panel reasons that governing bodies are estopped from enforcing such a regulation in case it flouts this basic legal principle. The panel reasons that a governing body has a legitimate interest in protecting the integrity of its competitions. The panel further reasons that MCO poses a threat to the integrity of sporting competitions, both in practical terms and in the public's perception. The panel reasons that there is a valid and significant distinction between sporting qualification based on sporting merit and eligibility criteria based on other conditions. In addition, the panel reasons that qualification and eligibility criteria are at times interlinked concepts. The panel reasons that sporting merit forms part of the requirements for a club to gain the right to participate in a competition. However, the panel reasons that sporting merit alone may not be the only criterion necessary for that perceived right to crystalize as a club may need to comply with other requirements. As such, the panel reasons that the process to attain the right to participate in a competition is subjected to both qualification and eligibility/participation conditions. The panel reasons that qualification does not entail participation. The panel reasons that FIFA has a *prima facie* legitimate interest in protecting the integrity of its competitions. In addition, the panel notes that FIFA aims to both prevent possible collusion amongst participating clubs under the control and influence of a singular entity, as well as safeguard the public's perception of the competition's integrity by limiting access to the competition when enacting MCO-related rules. As such, the panel notes that the criteria set out in the FIFA CWC Regulations art. 10.1 are proportional as necessary to safeguard the integrity of the competition. Particularly, the panel notes that the MCO rules in question do not lead to the sale of one club as the only possible solution for the participation of Pachuca and León in the competition. The panel notes that the FIFA access principles to the competition only refer to issues of football qualification. As such, the panel notes that it does not regulate eligibility criteria. The panel further notes that the clubs could not have reasonably expected that FIFA would only apply qualification criteria to the competition. As such, the panel notes that León and Pachuca qualification to the competition does not entail a right to participate in it as both clubs must comply with participation requirements as well. Moreover, the group's letter to FIFA regarding both clubs shows that León and Pachuca were aware that the clubs might have not met all the conditions for participation in the competition. Furthermore, the panel notes that the letter demonstrates that the clubs and FIFA were discussing the issue of MCO as early as 27 June 2024, a few weeks after Pachuca's qualification to the competition. As such, the panel notes that it could not have come as a surprise to the clubs that certain restrictions on MCO could be contained within the FIFA CWC Regulations. The panel further notes that

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mentions of MCO provisions in FIFA's legal architecture are known, such as the FIFA Statutes, ed. 2015, art. 20.2. The panel notes that FIFA did not add criteria after the conditions for participation had been settled and communicated. As such, the panel notes that FIFA's introduction of the MCO participation requirement was not extemporaneous or retroactive. Moreover, the panel notes that the clubs had reasonable time to find solutions that would allow each club to meet the conditions of participation. In addition, the panel notes that it was the clubs' responsibility to present FIFA with possible solutions that could render them compliant with the MCO rules. The panel notes that FIFA did not breach the principle of procedural fairness when adopting its CWC Regulations. The panel decides that FIFA's application of the FIFA CWC Regulations against the clubs does not flout basic legal principles.

Main issue n. 4

The panel reasons that duress must proceed a threat for the purposes of SCO art. 30. Moreover, the panel reasons that SCO art. 30.2 provides that the fear that another person might enforce a legitimate claim is taken into consideration only where the straitened circumstances of the party under duress have been exploited to extort excessive benefit from the party. As such, the panel reasons that a party who claims duress must prove that the aggrieved party has gained material benefit. The panel notes that the FIFA warning related to the club's requirement to sign a participation agreement that had already been foreseen four months earlier in accordance with the FIFA CWC Regulations art. 10.1 may not be understood as an actual threat. In addition, León and Pachuca did not prove that FIFA gained any material benefit from requiring the clubs to sign the participation agreement by 7 February 2025. The panel decides that León and Pachuca did not prove the signing of the participation agreement under duress.

Main issue n. 5

The panel reasons that general principles of law serve as both the foundation and the limit of the ample regulatory and enforcement powers that associations have. As such, the panel reasons that sports governing bodies as associations must abide by the principle of equal treatment. The panel reasons that a violation of principle of equal treatment arises when similar situations are treated differently. As such, the panel reasons that a sports governing body that violates the principle of equal treatment is estopped from enforcing its regulations in such a manner. The panel further reasons that this is a natural emanation of the good faith principle enshrined in SCC art. 2(1) and the *venire contra factum proprium* doctrine. However, the panel reasons that the circumstances giving rise to unequal treatment are determinant to the finding of the violation and to its consequences. The panel notes that FIFA allowed European Club Association's clubs to submit their signed participation agreements months after the deadline granted to the remainder clubs, including León and Pachuca. As such, the panel notes that FIFA violated the principle of equal treatment. However, the panel notes that the manner in which the unequal treatment arose does not give rise to the invalidity *in toto* of the participation agreement as the source of the unequal treatment was not the substance of the participation agreement in itself, but rather the enforceability by the stated deadline. As such, the panel notes that the application of the estoppel principle leads to reject the FIFA AC's finding that the settlement of León's trust was belated. The panel also notes that León and Pachuca were rightly entitled to try and prove their compliance with the FIFA CWC Regulations until, at least, 1 May 2025. The panel decides that FIFA did not provide equal treatment.

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Main issue n. 6

The panel reasons that it must consider the practical outcome of settling a trust to assess compliance with MCO rules. The panel notes that the trust agreement allows whatever restrictions created by León's trust to be undone at a moment's notice if the club owners decide to reclaim their share at the same time it empowers the settlors to effectively terminate the trustees' control whenever they like. As such, the panel notes that the only practical restriction placed in the exercise of this power is replacing the shares for something of equal value, which is an easily satisfiable condition such that it cannot be understood to safeguard León's trust integrity in relation to its states purpose of allowing for León's participation in the competition. The panel notes that a substitution right that allows to reacquire the majority stake at any point of the competition poses a concrete risk that the clubs would fall back into non-compliance during the competition. Moreover, FIFA is not legally obliged to have accepted the supervisory powers granted to it in the trust agreement. Nevertheless, the panel notes that the ease with the settlors could trigger its right of substitution is such that it renders any audit powers void of value. In addition, the panel notes that the decisive influence factor is not resolved by the León's trust as the settlors retain a significant degree of influence through, at least, the following mechanisms: (i) power of substitution; (ii) communication between the trustees and settlors; and (iii) possible litigation. Regarding the power of substitution, the settlors retain the right to take away all decision-making power from the trustees by reclaiming their shares and effectively revoking the trust. Regarding the communication between the trustees and settlors, the trust agreement does not place significant restrictions on the communication between the trustees and the settlors in a way that allows the settlors to effectively control the decision-making process of León by merely instructing the trustees to have the new members of the board of directors to do as they see fit. Regarding the possible litigation, both trustees and nominees are bound by fiduciary duties in favor of the beneficiaries/settlors in a way that can lead to litigation being brought in the United States against the trustees and/or nominees for breach of fiduciary duty. The panel decides that the trust mechanism implemented by León is not sufficient to overcome the non-compliance of the FIFA CWC Regulations art. 10.

TAS 2025/A/11396**Estaban de Goicoechea Boasso c. FIFA**Reference number: [TAS 2025/A/11396](#)

Award date: 26 June 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Player Estaban de Goicoechea Boasso	 Spain	IF Fédération Internationale de Football Association (FIFA)	 Switzerland
LEGAL TEAM Not available		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Roberto Nájera Reyes Senior legal counsel	
CAS APPEALS ARBITRATION DIVISION Deputy president		Elisabeth Steiner Attorney-at-law in Vienna, Austria	

CATEGORY**Procedural****ISSUES**

Provisional measure

RELEVANT RULES & REGULATIONS

CAS Code; art. R37

LANGUAGE

Spanish

KEYWORDS

irreparable harm test; request for stay

CASELAW CITED

- » **Irreparable harm, requirements:** TAS 2005/A/916.
- » **Request for stay, cumulative requirements:** TAS 2007/A/1397; CAS 2007/A/1403; CAS 2010/A/2071.
- » **Request for stay, requirements:** CAS 2001/A/324; CAS 2022/A/329; CAS 2003/O/486; CAS 2007/A/1317; CAS 2010/A/2071.

ORIGIN

FIFA Judicial Bodies Disciplinary Committee, appeal

Main issue**Does the player meet the requirements for the grant of a stay?**

No, the player does not meet the requirements.

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FIFA****Before the Court of Arbitration for
Sport**

- / **5 May 2025**: player filed statement of appeal
- / **5 May 2025**: player requested stay
- / **19 May 2025**: FIFA objected
- / **26 June 2025**: CAS Appeals Arbitration Division deputy president issued order

Background

On 6 October 2023, the Court of Arbitration for Sport notified the player of the award CAS 2023/A/9372 Glacis United FC v. Estaban de Goicoechea Boasso that ordered, inter alia, the player to pay a contribution towards the club's legal fees and other expenses incurred in connection with the arbitration proceedings as well as bear the costs of the arbitration in their entirety. On 3 June 2024, the CAS notified the player of the costs of the arbitration. On 20 January 2025, the club requested that FIFA order the player to comply with the CAS award. On 11 March 2025, the FIFA Judicial Bodies Disciplinary Committee sent the player a disciplinary sanction proposal. The player did not reply to FIFA. On 28 April 2025, the FIFA DisCo sanctioned the player, suspending him for up to six months from playing in official matches for not complying with the FIFA proposal.

The player filed his appeal with CAS requesting provisional measures. FIFA filed its respective answers to the player's request for provisional measures, objecting to it.

» TAS 2025/A/11396 Estaban de Goicoechea Boasso c. FIFA

MAIN LEGAL FINDINGS

The CAS Appeals Arbitration Division deputy president decided that the request for provisional measures filed by the player is dismissed.

Main issue

The CAS Appeals Arbitration Division deputy president reasons that an international arbitral tribunal in Switzerland is empowered by PILA art. 183 to order provisional or conservatory measures at the request of one party. The CAS Appeals Arbitration Division deputy president reasons that the division president is competent to consider an application for a stay by a party in accordance with CAS Code art. R37 considering the following factors: (i) whether the stay requested is necessary to protect the applicant from irreparable harm; (ii) whether the applicant has reasonable chances to succeed on the merits; and (iii) whether the interests of the applicant outweigh those of the opposite parties and of third parties. In addition, the CAS Appeals Arbitration Division deputy president reasons that the three requirements for the grant of a stay are cumulative. The CAS Appeals Arbitration Division deputy president notes that the player alleges that the sanction prevents him from carrying out his profession while stating that he plays for an amateur club in an amateur championship. In addition, the CAS Appeals Arbitration Division deputy president notes that the player did not provide any evidence that he works as a professional football player, including an employment agreement with the club where he plays. Moreover, the CAS Appeals Arbitration Division deputy president notes that a 6-month suspension hardly is a career-ending sanction *per se* and that the player did not show any exceptional circumstances that could provide further perspective. The CAS Appeals Arbitration Division deputy president notes that the player did not discharge his burden of proving that the club will remove him from the squad due to his suspension. The CAS Appeals Arbitration Division deputy president decides that the player does not meet the requirements for the grant of a stay.

CAS 2025/A/11319**Chong Qing Tongliang Dragon Football Club v. FIFA & Luciano Santana Martel**Reference number: [CAS 2025/A/11319](#)

Award date: 5 June 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Chong Qing Tongliang Dragon Football Club

China

LEGAL TEAM

Ruiz-Huerta & Crespo Sports Lawyers | in Valencia, Spain
Juan de Dios Crespo Pérez | Attorney-at-law
Juan (Emily) Yu | Attorney-at-law

RESPONDENT N. 1

IF

Fédération Internationale de Football Association (FIFA)

Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

Miguel Liétard | Director of Litigation**Cristina Pérez González** | Senior legal counsel**PANEL**

President.

Rui Botica Santos

Attorney-at-law in Lisbon, Portugal

Arbitrator.

Jiahe Liu

Attorney-at-law in Beijing, China

Arbitrator.

Luigi Fumagalli

Professor and attorney-at-law in Milan, Italy

RESPONDENT N. 2

Coach

Luciano Santana Martel

Spain

LEGAL TEAM**MS International Law** | in Pfäffikon, Switzerland**Melanie Schärer** | Attorney-at-law**CATEGORY****Procedural****ISSUES**

Provisional measure

RELEVANT RULES & REGULATIONS

CAS Code; art. R37

LANGUAGE

English

KEYWORDS

irreparable harm test; request for stay

CASELAW CITED

- » **Request for stay, burden of proof:** CAS 2007/A/1370-1376; CAS 2014/A/3765.
- » **Request for stay, cumulative requirements:** CAS 2002/A/378; CAS 2003/O/486; CAS 2006/A/1088; CAS 2007/A/1403; CAS 2014/A/3765; CAS 2022/A/8709.
- » **Request for stay, requirements:** CAS 2011/A/2473.
- » **Irreparable harm, financial damages:** CAS 2020/A/6796.
- » **Irreparable harm, requirements:** CAS 2015/A/3920.

**ORIGIN**

FIFA Judicial Bodies Disciplinary Committee, appeal

Main issue**Does the club meet the requirements for the grant of a stay?**

No, the club does not meet the requirements.

CAS 2025/A/11319

**Chong Qing Tongliang Dragon
Football Club v. FIFA & Luciano
Santana Martel**

**Before the FIFA Judicial Bodies
Disciplinary Committee**

- / **23 March 2025:** coach requested sanction
- / **26 March 2025:** FIFA DisCo rendered decision

**Before the Court of Arbitration for
Sport**

- / **7 April 2025:** club filed statement of appeal
- / **7 April 2025:** club requested stay
- / **17 April 2025:** FIFA objected
- / **28 April 2025:** coach objected
- / **30 April 2025:** panel constituted
- / **5 June 2025:** panel issued order on request for a stay

Background

On 1 April 2022, the coach and the club's sporting predecessor signed an employment agreement. On 17 February 2022, the coach sent a default notice to the club's sporting predecessor. On 28 March 2022, the coach terminated his employment contract with the club's sporting predecessor for just cause. On 2 September 2022, FIFA informed the coach that the club's sporting predecessor was no longer affiliated with a FIFA member association and closed the disciplinary proceedings against it.

On 31 August 2024, the coach submitted a claim against the club due to sporting succession. On 24 September 2024, FIFA invited the club to provide its position, and it defaulted on its answer. On 28 January 2025, the FIFA Football Tribunal Players' Status Committee rendered its decision, stating that the club is the sporting successor of the original debtor. On 23 March 2025, the coach requested the FIFA Judicial Bodies Disciplinary Committee to implement sanctions on the club due to the failure to respect the FIFA PSC decision. On 26 March 2025, the FIFA DisCo rendered its decision, imposing a transfer ban on the club. The FIFA DisCo notified its decisions grounds on 26 March 2025.

The club filed its appeal with CAS requesting provisional measures. The coach and FIFA filed their respective answers to the club's request for provisional measures, objecting to it.

» CAS 2025/A/11319 Chong Qing Tongliang Dragon Football Club v. FIFA & Luciano Santana Martel

MAIN LEGAL FINDINGS

The CAS Appeals Arbitration Division deputy president decided that the request for provisional measures filed by the club is dismissed.

Main issue

The panel reasons that the granting of a provisional measure before CAS considers whether: (i) the relief is necessary to protect the applicant from irreparable harm; (ii) the likelihood of success on the merits of the claim; and (iii) the interests of the applicant outweigh those of the respondent(s). The panel reasons that the applicant must meet cumulatively all three requirements under the irreparable harm test, likelihood of success test, and balance of interests test. In addition, the panel reasons that the applicant has the burden of proof when requesting a provisional measure. As such, the panel reasons that the irreparable harm test holds that the applicant must demonstrate that the requested measure is necessary to protect the applicant's position from damage or risks that would be impossible, or very difficult, to remedy or cancel at a later stage. Meanwhile, the panel reasons that the likelihood of success test holds that the applicant must show that the appeal has a reasonable chance of success based on the merits of the case at hand. The panel further reasons that the balance of interest test holds that the applicant must prove that the inconvenience it would suffer from the refusal of the requested provisional measure would be comparatively greater than the inconvenience suffered by the other parties to the case from granting of the provisional measure as well as its interest outweigh that of the other parties. Moreover, the panel reasons that the irreparable harm test presumes that the applicant's harm is more than purely hypothetical or distant. As such, the panel reasons that an applicant must show a certain degree of substantiation. The panel notes that the club claims that it is facing a major sporting disadvantage and being prevented from competing against other clubs to qualify further in the league and obtain promotion to a higher division due to the ban from registering new players. Moreover, the panel notes that the club states that it plans to acquire the services of domestic and international players in the upcoming transfer window and that this would lead to irreparable harm. The panel notes that the club has failed to demonstrate irreparable harm, especially as the transfer ban has no immediate effect on the club's ability to sign players as no new player can be registered at the time due to the Chinese transfer window being closed. As such, the panel further notes that there is no imminent event or danger that would cause irreversible consequences before the panel issues a final award. In addition, the panel notes that the club did not seek to expedite the appeal proceedings. As such, the panel notes that the club did not regard this case as one of true urgency or involving harm so imminent that the regular CAS appeals proceedings timetable would be insufficient. Moreover, the panel notes that the club did not provide compelling evidence that it intends to recruit players and that the registration ban could potentially hinder its plans of progressing to a higher division within the Chinese league system. As such, the panel notes that such assertions are highly speculative and insufficient to establish irreparable harm. The panel decides that the club does not meet the requirements for the grant of a stay.

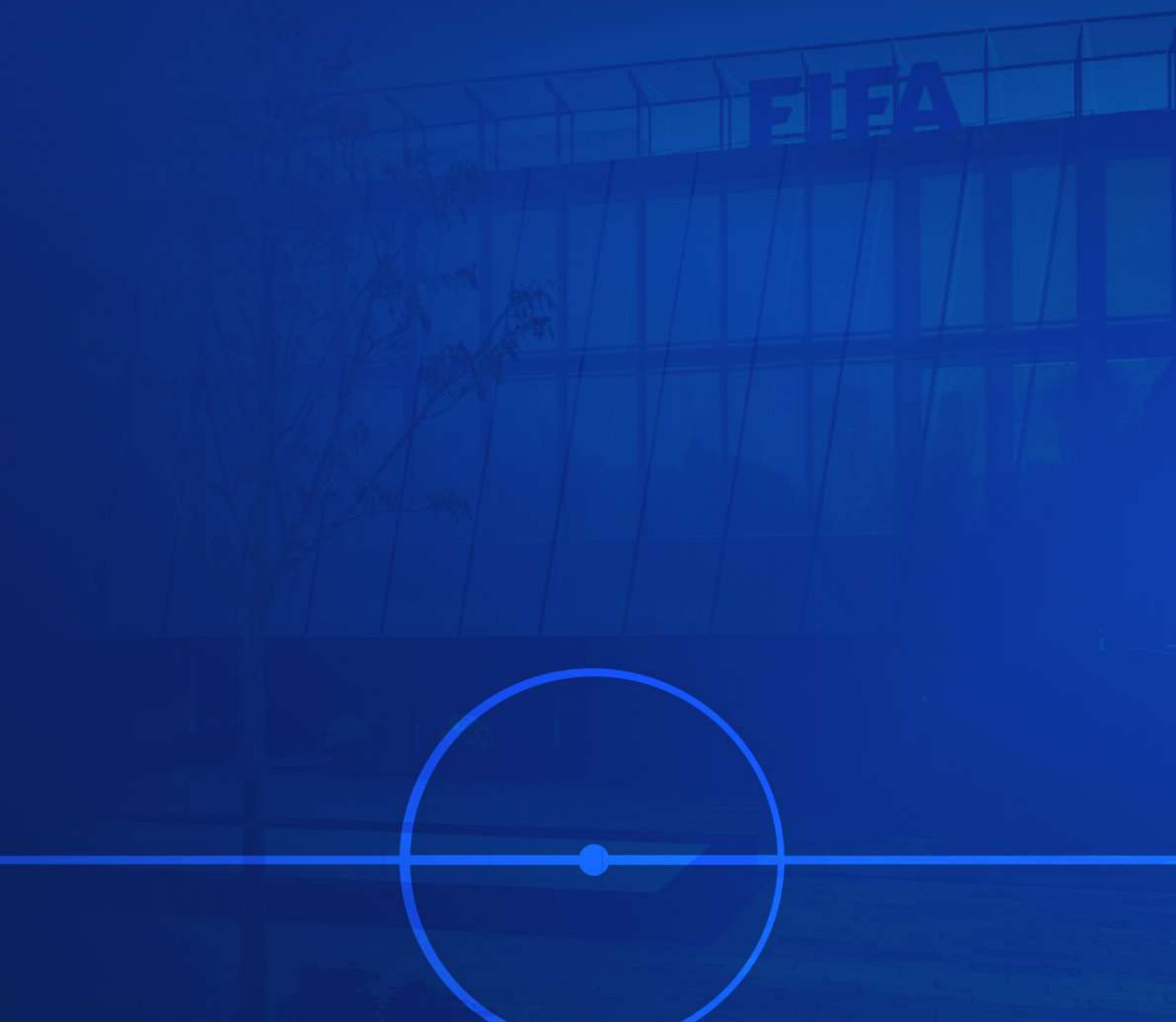


Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

FIFA Judicial Bodies

Ethics Committee



TAS 2023/A/9362**Laureano González v.
FIFA**Reference number: [TAS 2023/A/9362](#)

Award date: 2 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Official Laureano González	Venezuela	IF Fédération Internationale de Football Association (FIFA)	Switzerland
LEGAL TEAM Gorka Villar Bollain Attorney-at-law in Madrid, Spain		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Roberto Nájera Senior legal counsel	
PANEL	President. Ricardo de Buen Rodríguez Attorney-at-law in Mexico City, Mexico	Arbitrator. José Juan Pintó Sala Attorney-at-law in Barcelona, Spain	Arbitrator. Juan Pablo Arriagada Aljaro Attorney-at-law in Santiago, Chile

CATEGORY**Ethics****ISSUES**

sanction

RELEVANT RULES & REGULATIONS

FIFA Code of Ethics, ed. 2018, 2019 & 2020; art. 13, 15 and 28

LANGUAGE

Spanish

KEYWORDS

misuse of funds

CASELAW CITED

- » **Burden of proof, allocation:** CAS 2014/A/3537; CAS 2019/A/6665.
- » **Association, autonomy:** CAS 2011/O/2422; CAS 2014/A/3282; CAS 2017/O/5264, 5265 & 5266.
- » **Sanction, discretion:** CAS 2015/A/4095; CAS 2017/A/4956; CAS 2017/A/5421; CAS 2022/A/9238.

ORIGIN

FIFA Judicial Bodies Ethics Committee, appeal

Main issue**Is the president of the member association responsible for its financial transactions?**

Yes, the president of the member association is responsible for its financial transactions.

TAS 2023/A/9362

Laureano González v. FIFA

**Before the FIFA Judicial Bodies
Ethics Committee**

- / **8 July 2022:** FIFA EC opened disciplinary proceedings
- / **5 October 2022:** FIFA EC rendered decision
- / **12 December 2022:** FIFA EC notified grounds

Before the Court of Arbitration for Sport

- / **1 January 2023:** official filed statement of appeal
- / **1 January 2023:** official requested evidence production
- / **9 January 2023:** FIFA agreed evidence production
- / **9 March 2023:** panel constituted
- / **16 March 2023:** FIFA filed evidence
- / **17 August 2023:** official filed appeal brief
- / **29 February 2024:** FIFA filed answer
- / **12 March 2024:** panel decided to hold hearing
- / **April 2024:** CAS Court Office forwarded order of procedure to the parties
- / **30 April 2024:** FIFA filed evidence
- / **23 September 2024:** panel held hearing
- / **23 September 2024:** panel ordered FIFA evidence production
- / **18 December 2024:** FIFA filed evidence
- / **October 2024:** official filed comments
- / **October 2024:** FIFA filed comments
- / **2 May 2025:** panel issued award

Background

The official was the president of the *Federación Venezolana de Fútbol* from 8 June 2015 to 3 April 2020 and CONMEBOL's vice-president from 26 January 2016. FIFA and CONMEBOL imposed a normalization committee on the FVF on 10 September 2020 and nominated the official as its president. The official stayed in this role until 31 May 2021. The official was a member of the FIFA Appeal Committee from 31 May 2013 to 20 May 2021.

On 5 March 2020, the FIFA Judicial Bodies Ethics Committee Investigatory Chamber received from FIFA's Compliance department a report on FVF from 1 January 2018 to 31 December 2018. The report identified business transactions that raised suspicions regarding the official's conduct. On 8 May 2020, the FIFA EC Investigatory Chamber started exchanging information with the FVF. On 11 February 2020, the FIFA Compliance department sent to the FIFA EC Investigatory Chamber another report on FVF that identified suspicious business transactions. On 11 March 2021, the FIFA EC Investigatory Chamber concluded alleged violations to the FIFA Code of Ethics by the official. On 28 June 2022, the FIFA EC Investigatory Chamber concluded its report regarding the official's alleged violations to the FIFA Code of Ethics.

On 8 July 2022, the FIFA EC Adjudicatory Chamber opened disciplinary proceedings against the official. On 5 October 2022, the FIFA EC Adjudicatory Chamber rendered its decision, sanctioning the official. On 12 December 2022, the FIFA EC Adjudicatory Chamber notified its decision's grounds.

The official filed his appeal with CAS requesting that the panel set aside the FIFA Ethics Committee decision. FIFA filed its answer requesting that the panel uphold the FIFA Ethics Committee decision.

» TAS 2023/A/9362 Laureano González v. FIFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the official is dismissed; (b) the FIFA Judicial Bodies Ethics Committee decision is confirmed; (c) the award is pronounced without costs; and (d) each party shall bear its own legal fees and other expenses.

Main issue

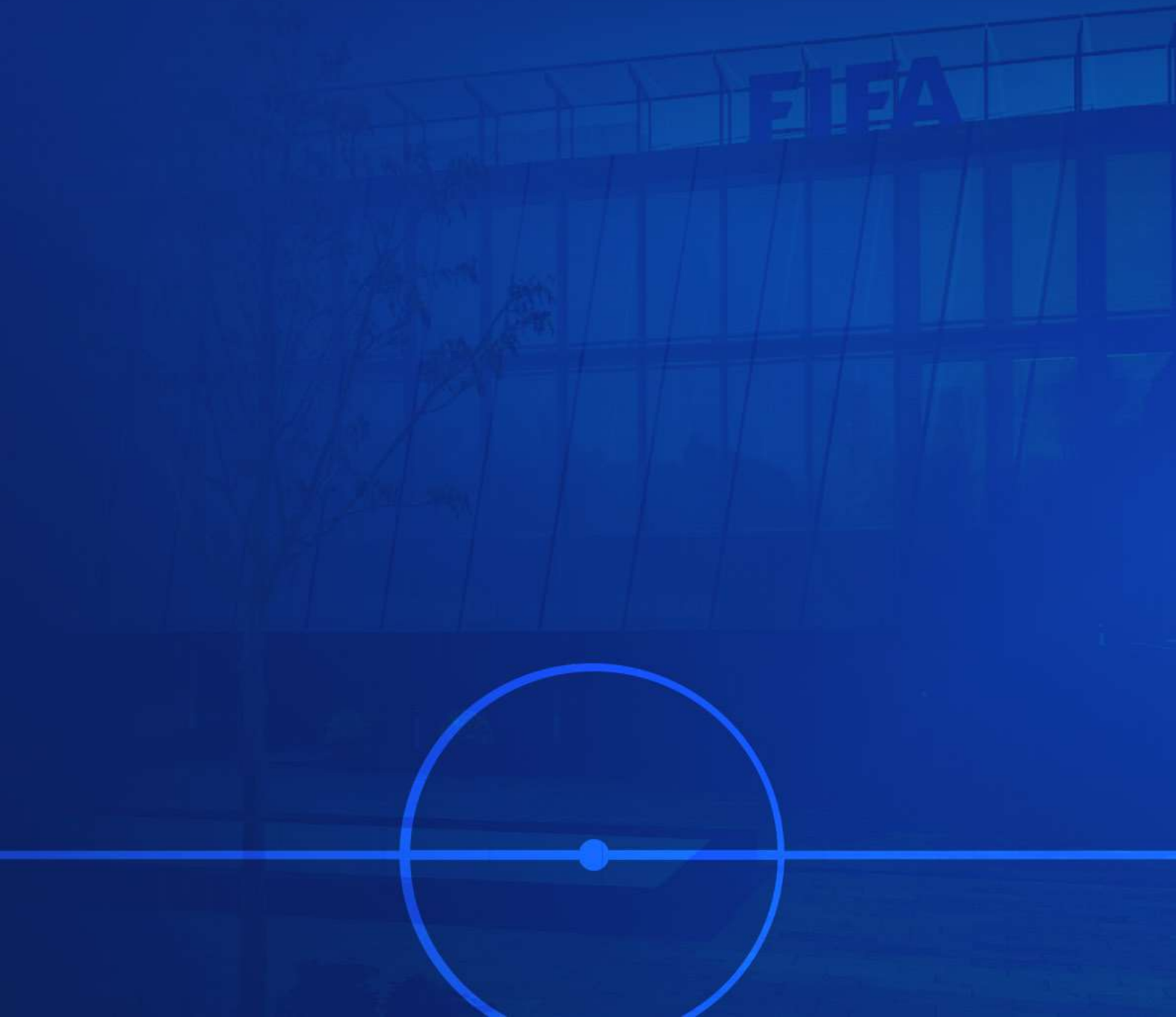
The panel reasons that the president of a member association is responsible for its financial transactions. The panel notes that the official was the president of the FVF at the time. As such, the panel notes that the official is responsible for its financial transactions. The panel decides that the official is responsible for the member association's financial transactions.



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

FIFA Clearing House



CAS 2024/A/10551

ESTAC v. Torino FC S.P.A. & FIFA

Reference number: [CAS 2024/A/10551](#)

Award date: 17 April 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

**Espérance Sportive Troyes Aube
Champagne (ESTAC)**


France

LEGAL TEAM**Moyersoen Avocats** | in Paris, France**Patricia Moyersoen** | Attorney-at-law**Nicolas Bône** | Attorney-at-law**RESPONDENT N.1**

Club

Torino Football Club S.P.A


Italy

LEGAL TEAM**Lombardi Associates Limited** | in Edinburgh, United Kingdom**Paolo Lombardi** | Attorney-at-law**Luca Pastore** | Attorney-at-law**SOLE ARBITRATOR****Manfred Nan**

Attorney-at-Law in Amsterdam, The Netherlands

RESPONDENT N.2
**Fédération Internationale de Football
Association (FIFA)**


Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

Miguel Liétard | Director of Litigation**Cristina Pérez González** | Senior legal counsel**Roberto Nájera Reyes** | Senior legal counsel**CATEGORY**

Clearing House

ISSUES

training rewards

RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. May.23; art. 6(3)/Annexe 4

LANGUAGE

English

KEYWORDS

EPP; training compensation

CASELAW CITED
 » **Evidence, production:** CAS
2014/A/3546.
**ORIGIN**

FIFA Clearing House, appeal

Main issue
Does ESTAC satisfy the requirements to receive training compensation from Torino?
No, ESTAC does not.

CAS 2024/A/10551ESTAC v.
Torino FC S.P.A. & FIFA**Before the Court of Arbitration for Sport**

- / **6 May 2024:** ESTAC filed statement of appeal
- / **6 June 2024:** ESTAC filed appeal brief
- / **6 June 2024:** ESTAC requested evidentiary measures
- / **5 July 2024:** FIFA filed answer
- / **8 July 2024:** Torino filed answer
- / **15 July 2024:** ESTAC requested case management conference
- / **15 July 2024:** ESTAC requested in-person hearing
- / **15 July 2024:** ESTAC requested evidentiary measures
- / **16 July 2024:** FIFA objected hearing
- / **16 July 2024:** Torino objected hearing
- / **18 July 2024:** sole arbitrator appointed
- / **19 July 2024:** FIFA filed submission
- / **24 July 2024:** Torino objected evidentiary measures
- / **29 July 2024:** evidentiary measures granted
- / **13 August 2024:** Torino filed evidence
- / **4 September 2024:** ESTAC filed comments
- / **30 September 2024:** Torino filed comments
- / **30 September 2024:** Torino filed new evidence
- / **25 October 2024:** Torino filed new evidence
- / **28 October 2025:** FIFA filed submission
- / **30 October 2024:** ESTAC filed comments
- / **6 November 2024:** FIFA filed submission
- / **8 November 2024:** ESTAC filed comments
- / **18 November 2024:** Torino filed comments
- / **4 December 2024:** FIFA filed submission
- / **5 December 2024:** sole arbitrator decided to hold online hearing
- / **5 December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **23 January 2025:** sole arbitrator held online hearing
- / **17 April 2025:** sole arbitrator issued award

Background

A player was registered with ESTAC as an amateur between 6 July 2018 and 31 July 2020. The player signed his first professional contract on 1 August 2020 with ESTAC and remained registered with the French club until 1 July 2022. ESTAC offered the player a trainee contract on 25 April 2022 for two seasons. The player never replied. Torino offered the player an employment contract on 11 July 2022. The Federazione Italiana Giuoco Calcio registered the player with Torino as an amateur. Torino states that it never concluded an employment contract with the player and that he had signed a FIGC registration form. The player announced his first professional contract with Torino on 24 August 2022 in his social media. On the same date, ESTAC contacted Torino requesting payment of training compensation. Torino declined ESTAC's request, stating that Torino registered the player as amateur and that it had no employment contract with the player. ESTAC and Torino exchanged further correspondence. On 4 October 2022, a journalist published an interview with the player in which the player is quoted saying that Torino signed him to the professional team. On 3 January 2023, Torino inserted the player in the LEGA policy, which is a mandatory insurance for players to participate in the Italian Serie A. Between 4 and 21 January 2023, Torino called up the player for three Serie A matches and one match in the Italian Cup, but he did not play in any match. On 17 July 2023, the player and Torino signed a professional employment contract for a period of four football seasons. On 17 July 2023, FIGC registered the player with Torino as a professional player.

The FIFA General Secretariat notified the final Electronic Players' Passport on 17 April 2024 after the EPP review process in the FIFA Transfer Matching System and in which the clubs were involved. The EPP stated that ESTAC was not entitled to training compensation.

ESTAC filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA Clearing House decision. Torino filed its answer requesting that the sole arbitrator uphold the FIFA Clearing House decision.

» CAS 2024/A/10551 ESTAC v. Torino FC S.P.A. & FIFA

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by ESTAC is dismissed; (b) the FIFA General Secretariat decision is confirmed; (c) the costs of the arbitration are borne by ESTAC; and (d) ESTAC shall pay Torino a contribution in the amount of CHF 4,000 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that a club is entitled to receive training compensation if it meets the requirements set forth in the FIFA RSTP article 6(3)/Annexe 4. The sole arbitrator notes that ESTAC failed to discharge its burden of proof. The sole arbitrator reasons that a club is entitled to receive training compensation if it meets the requirements set forth in the FIFA RSTP article 6(3)/Annexe 4. The sole arbitrator notes that ESTAC failed to discharge its burden of proof, especially regarding: (i) its contractual offer to the player; (ii) the player's initial registration status at Torino; and (iii) its compliance with the requirements set forth in the FIFA RSTP article 6(30)/Annexe 4. The sole arbitrator decides that ESTAC does not satisfy the requirements to receive training compensation from Torino.

CAS 2024/A/10453**Hapoel Tel Aviv v.
FIFA**Reference number: [CAS 2024/A/10453](#)

Award date: 22 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Hapoel Tel Aviv FC	 Israel	IF Fédération Internationale de Football Association (FIFA)	 Switzerland
LEGAL TEAM Gornitzky & Co. Advocates in Tel Aviv, Israel Omri Applebaum Attorney-at-law		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Cristina Pérez González Senior legal counsel	
SOLE ARBITRATOR		Annett Rombach Attorney-at-law in Frankfurt am Main, Germany	

CATEGORY

Clearing House

ISSUES*Locus standi*; training rewards**RELEVANT RULES & REGULATIONS**

PILA; art. 8a(1)

LANGUAGE

English

KEYWORDS

EPP; passive mandatory joinder; training compensation

CASELAW CITED

» ***Locus standi*, mandatory joinder:** CAS 2019/A/6635; CAS 2022/A/9238; CAS 2023/A/10002; CAS 2023/A/10009; CAS 2023/A/10010.

**ORIGIN**

FIFA Clearing House, appeal

Main issue**Is the player's former club a mandatory respondent to these proceedings?**

Yes, the player's former club is a mandatory respondent to these proceedings and the club failed to summon it.



CAS 2024/A/10453Hapoel Tel Aviv v.
FIFA**Before the Court of Arbitration for Sport**

- / **26 March 2024:** club filed statement of appeal
- / **17 April 2024:** club filed appeal brief
- / **10 June 2024:** FIFA filed answer
- / **12 June 2024:** sole arbitrator appointed
- / **30 July 2024:** sole arbitrator decided not to hold hearing
- / **30 July 2024:** club requested request for relief amendment
- / **30 July 2024:** FIFA objected
- / **20 October 2024:** request denied
- / **20 October 2024:** sole arbitrator invited club to file comments on *locus standi*
- / **13 November 2024:** club filed submission
- / **18 November 2024:** FIFA filed comments
- / **November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **8 December 2024:** club filed new evidence
- / **27 December 2024:** FIFA filed comments
- / **22 April 2025:** sole arbitrator issued award

Background

A French club signed a player on 30 May 2022. The player's contract with the French club expired on 30 June 2023 without any formal extension proposal made by the French club. The club signed an employment agreement with the player on 21 July 2023, completing the player's registration the FIFA TMS on 10 August 2023. On the same date, FIFA initiated the generation of a provisional EPP in TMS. FIFA generated the player's provisional EPP on 10 August 2023, releasing the EPP for review on 21 August 2023. The Israel Football Association intervened on 28 August 2023 to add the player's registration date with the club. The French Football Federation intervened on 31 August 2023 to upload the proof of registration of the player with the clubs associated to it. FIFA moved the EPP into validation on 2 September 2023. FIFA approved the new registration data entered by the IFA and the FFF on 18 January 2024 and informed the club that the new registration was available, changing the EPP to completion. In doing so, FIFA invited the club to provide any documentation relevant to the entitlement to training rewards, including waivers. FIFA moved the EPP into validation once again on 25 January 2024. FIFA sent a further message to the club on 14 February 2024, reiterating its invitation. The club sent a message to FIFA on 18 February 2024, without uploading any waiver. FIFA approved the EPP on 26 February 2024 and generated the allocation statement. The FIFA General Secretariat issued its decision, ordering the club to pay training compensation in accordance with the allocation statement regarding the player's EPP. The club contacted the FIFA Clearing House department on 19 March 2024, requesting the overturning of the FIFA General Secretariat's decision. The FIFA Clearing House department informed the club that the decision was final.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA Clearing House decision. FIFA filed its answer requesting that the sole arbitrator uphold the FIFA Clearing House decision. During the CAS proceedings, the club submitted a letter dated 21 March 2024 addressed to the FIFA Clearing House department and to the Court of Arbitration for Sport in which the French club allegedly issued its waiver to the training compensation due.

» CAS 2024/A/10453 Hapoel Tel Aviv v. FIFA

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA General Secretariat decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) each party shall bear its own legal fees and other expenses.

Main issue

The sole arbitrator reasons that the claimant, or appellant, must name each affected party as a respondent to ensure due process. As such, the sole arbitrator reasons that a claimant's, or appellant's, claims are to be dismissed when fails to summon an affected party due to the concept of passive mandatory joinder or passive mandatory *litisconsortium*. The sole arbitrator reasons that this is the logical result as each affected party must have the opportunity to exercise its basic procedural right, such as defending itself, providing evidence and making allegations. In addition, the sole arbitrator reasons that a third party that is not involved in a CAS proceeding is deprived of any opportunity to challenge evidence relating to it. The sole arbitrator notes that the absence of the French club participation in the CAS proceedings means that she is unable to verify the French club's position on the waiver provided by the club. Moreover, the sole arbitrator notes that it is fundamental that the French club could comment on the waiver even in absence of any indications that would cast doubt on its validity. In addition, the sole arbitrator notes that the club failed to discharge its burden of proving the provenance of the waiver. The sole arbitrator decides that the French club is a mandatory respondent to these proceedings and the club failed to summon it.

TAS 2024/A/11050

Lyon La Duchère c. Fédération Internationale de Football Association (FIFA)

Reference number: [TAS 2024/A/11050](#)
 Award date: 6 May 2025
 Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
	Club Lyon La Duchère		France
LEGAL TEAM Tony Reale Attorney-at-law in Lyon, France		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation	
SOLE ARBITRATOR		Giulio Palermo Attorney-at-law in Geneva, Switzerland	

CATEGORY

Clearing House

ISSUES

locus standi

RELEVANT RULES & REGULATIONS

CAS Code; art. R48

LANGUAGE

French

KEYWORDS

EPP; passive mandatory joinder

CASELAW CITED

- » **Applicable law, subsidiary application:** TAS 2017/A/5352; TAS 2018/A/6044; TAS 2022/A/8960.
- » **Locus standi, association's regulations:** TAS 2024/A/10718.
- » **Locus standi, mandatory joinder:** TAS 2008/O/1808; TAS 2013/A/3437; TAS 2015/A/3880; TAS 2018/A/6044; TAS 2020/A/6922; TAS 2022/A/9238; TAS 2024/A/10718.
- » **Locus standi, standing to be sued:** ATF 126 III 59; ATF 114 II 345; TAS 2008/A/1518; TAS 2008/O/1808; TAS 2013/A/3228; TAS 2013/A/3437; TAS 2015/A/3999; TAS 2017/A/5352; TAS 2018/A/6044; TAS 2019/A/6639; TAS 2020/A/6922; TAS 2021/A/8214; TAS 2024/A/10718.
- » **Sanction, locus standi:** TAS 2014/A/3831.

ORIGIN

FIFA Clearing House, appeal

Main issue

Is the Italian club a mandatory respondent to these proceedings?
 Yes, the Italian club is a mandatory respondent to these proceedings and the club failed to summon it.

TAS 2024/A/11050

Lyon La Duchère c. Fédération
Internationale de Football
Association (FIFA)

**Before the Court of Arbitration for
Sport**

- / **3 December 2024:** club filed statement of appeal
- / **12 December 2024:** club filed appeal brief
- / **6 February 2025:** FIFA filed answer
- / **7 February 2025:** sole arbitrator appointed
- / **21 February 2025:** club filed submission
- / **27 February 2025:** sole arbitrator decided not to hold hearing
- / **6 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **6 May 2025:** sole arbitrator issued award

Background

On 8 July 2024, a player joined an Italian club as his first registration as a professional player. Prior to that date, the player had spent five seasons at the club as an amateur. In addition, the player had played for other French clubs. FIFA initiated the generation of a provisional EPP in TMS. FIFA generated the player's provisional EPP on 8 July 2024, releasing the EPP for review on 12 November 2024. FIFA contacted the club to submit any documentation related to training compensation claims on 31 October 2024. FIFA changed the EPP status to validated on 8 November 2024. FIFA approved the EPP on 11 November 2024. The FIFA General Secretariat issued the determination on the EPP on 11 November 2024, finding the club not eligible for training compensation. The club sent a letter to FIFA contesting the decision on 15 November 2024.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA Clearing House decision. FIFA filed its answer requesting that the sole arbitrator uphold the FIFA Clearing House decision.

» TAS 2024/A/11050 Lyon La Duchère c. Fédération Internationale de Football Association (FIFA)

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA General Secretariat decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) each party shall bear its own legal fees and other expenses.

Main issue

The sole arbitrator reasons that the claimant, or appellant, must name each affected party as a respondent to ensure due process. As such, the sole arbitrator reasons that a claimant's, or appellant's, claims are to be dismissed when fails to summon an affected party due to the concept of passive mandatory joinder or passive mandatory *litisconsortium*. The sole arbitrator reasons that this is the logical result as each affected party must have the opportunity to exercise its basic procedural right, such as defending itself, providing evidence and making allegations. In addition, the sole arbitrator reasons that a third party that is not involved in a CAS proceeding is deprived of any opportunity to challenge evidence relating to it. The sole arbitrator decides that the Italian club is a mandatory respondent to these proceedings and the club failed to summon it.

CAS 2024/A/10478**Hapoel Tel Aviv FC v.
FIFA**Reference number: [CAS 2024/A/10478](#)

Award date: 20 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Hapoel Tel Aviv FC	 Israel	IF Fédération Internationale de Football Association (FIFA)	 Switzerland
LEGAL TEAM Gornitzky & Co. Advocates in Tel Aviv, Israel Omri Applebaum Attorney-at-law		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Cristina Pérez González Senior legal counsel	
SOLE ARBITRATOR		Leanne O'Leary Solicitor in Liverpool, United Kingdom	

CATEGORY**Clearing House****ISSUES***locus standi***RELEVANT RULES & REGULATIONS**

CAS Code; arts. R41, R48 & R56

SCC; art. 75

LANGUAGE

English

KEYWORDS

EPP; standing to be sued; compensation

CASELAW CITED

- » **Appeal, requirements:** CAS 2020/A/6694.
- » **Due process, right to be heard:** SFT 4A_548/2019.
- » **Evidence, exceptional circumstances:** CAS 2020/A/6994; CAS 2017/A/5369.
- » **Evidence, panel's discretion:** SFT 4A_312/20152; SFT 4A_576/2012; SFT 4A_274/2013.
- » **Locus standi, association:** CAS 2020/A/6694; TAS 2022/A/9175.
- » **Locus standi, mandatory joinder:** CAS 2008/O/1808; CAS 2013/A/3228; CAS 2013/A/3278; CAS 2018/A/6044; CAS 2021/A/8140; CAS 2021/A/8225; CAS 2022/A/9238; CAS 2023/A/10002; CAS 2023/A/10009; CAS 2023/A/10010; CAS 2024/A/10514.
- » **Locus standi, merits issue:** CAS 2013/A/3047; CAS 2023/A/10002; CAS 2023/A/10009; CAS 2023/A/10010.

ORIGIN

FIFA Clearing House, appeal

Main issue**Is the player's former club a mandatory respondent?**

Yes, the player's former club is a mandatory respondent.

CAS 2024/A/10478**Hapoel Tel Aviv FC v.
FIFA****Before the Court of Arbitration for
Sport**

- / **8 April 2024:** club filed statement of appeal
- / **3 June 2024:** club filed appeal brief
- / **26 June 2024:** club requested evidence production
- / **22 July 2024:** FIFA objected
- / **22 July 2024:** FIFA filed answer
- / **29 July 2024:** sole arbitrator appointed
- / **30 July 2024:** club requested 2nd round submissions
- / **30 July 2024:** club requested prayers for relief amendment
- / **7 August 2024:** FIFA objected
- / **5 September 2024:** evidence production denied
- / **5 September 2024:** 2nd round submissions granted
- / **5 September 2024:** amendment denied
- / **14 November 2024:** club filed reply
- / **18 November 2024:** FIFA filed rejoinder
- / **21 November 2024:** club filed submission
- / **5 December 2024:** FIFA filed comments
- / **8 December 2024:** club filed submission
- / **8 December 2024:** club requested evidence production
- / **12 December 2024:** FIFA filed comments
- / **16 January 2025:** sole arbitrator decided not to hold hearing
- / **16 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **20 May 2025:** sole arbitrator issued award

Background

On 2 July 2023, a player signed an employment agreement with the club. On 14 August 2023, the club registered the player as a professional in the TMS. On 14 August 2023, FIFA generated the player's provisional EPP, releasing it for review on 28 August 2023. On 28 August 2023, the Israeli Football Association confirmed the player's registration date through the FIFA TMS. On 9 September 2023, FIFA moved the EPP into validation. On 27 February 2024, the FIFA General Secretariat approved the new registration data that the IFA submitted and informed the club of the changes to the registration data. On 4 March 2024, the FIFA General Secretariat sent a second identical message to the club. The club did not reply to the FIFA's messages, nor uploaded any relevant documentation to TMS, including waivers. On 13 March 2024, FIFA approved the EPP and the allocation statement was automatically generated. On 21 March 2024, the FIFA General Secretariat notified the allocation statement to the club. On the same date, the agent who arranged the player's contract sent an email to the player's former club seeking confirmation that the club waived its right to training compensation. On 31 May 2024, the club allegedly obtained the player's former club letter of waiver.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA Clearing House decision. FIFA filed its answer requesting that the sole arbitrator uphold the FIFA Clearing House decision.

» CAS 2024/A/10478 Hapoel Tel Aviv FC v. FIFA

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA General Secretariat decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) each party shall bear its own legal fees and other expenses.

Main issue

The sole arbitrator reasons that the closest concept to standing to sue/be sued in Swiss law is *aktiv und passivlegitimation*. The sole arbitrator reasons that both derive from the mere fact of legally owing the right in dispute. As such, the sole arbitrator reasons that a party has standing to sue or to be sued if a substantive right of its own is concerned by the claim. Moreover, the sole arbitrator reasons that the concept is applied in CAS jurisprudence and establishes that the requirement for another party to be named as a respondent, basing it on the appellant's requests for relief. In addition, the sole arbitrator reasons that the scope of a CAS panel's review is limited by the concept of standing to be sued as a CAS panel cannot proceed with a determination of a party's right in that party's absence. Otherwise, the sole arbitrator reasons that it would infringe a basic principle of procedural justice. As such, the sole arbitrator reasons that the appeal must be dismissed when the affected party is not properly summoned to the proceedings. The sole arbitrator notes that the player's former club has contributed to his development and is entitled to training compensation according to the EPP. Furthermore, the sole arbitrator notes that the club's prayers for relief directly affect the former club's rights. In addition, the sole arbitrator notes that the club did not include the former club as a respondent. The sole arbitrator further notes that the CAS Code provisions regarding joinder and intervention are not relevant to the dispute. The sole arbitrator decides that the player's former club is a mandatory respondent.

CAS 2024/A/10427

Right to Dream FC v.
Fédération Internationale de
Football Association

Reference number: CAS 2024/A/10427
Award date: 23 May 2025
Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Right to Dream FC	 Ghana	 Fédération Internationale de Football Association (FIFA)	 Switzerland
LEGAL TEAM Jes Christian Fisker Attorney-at-law in Copenhagen, Denmark		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation	
SOLE ARBITRATOR		Mark Hovell Solicitor in Manchester, United Kingdom	

CATEGORY

Clearing House

ISSUES

locus standi

RELEVANT RULES & REGULATIONS

CAS Code; arts. R48 & R57

LANGUAGE

English

KEYWORDS

EPP; referral; standing to be sued

CASELAW CITED

» Referral, discretion: CAS 2023/A/8679.



ORIGIN FIFA Clearing House, appeal

Main issue

Is the club entitled to solidarity contribution in accordance with the EPP a mandatory respondent to the appeal proceedings?
No, the club entitled to solidarity contribution is not a mandatory respondent for the sole arbitrator to refer the case back to FIFA.



CAS 2024/A/10427**Right to Dream FC v. Fédération Internationale de Football Association****Before the Court of Arbitration for Sport**

- / **15 March 2024:** club filed statement of appeal
- / **15 March 2024:** club requested expedited proceedings
- / **21 March 2024:** FIFA objected
- / **22 March 2024:** expedited proceedings denied
- / **10 April 2024:** sole arbitrator appointed
- / **10 May 2024:** FIFA filed answer
- / **10 May 2024:** FIFA objected to standing
- / **20 May 2024:** club requested evidence production
- / **20 May 2024:** club requested CMC
- / **23 May 2024:** FIFA filed comments
- / **28 May 2024:** evidence production partially accepted
- / **28 May 2024:** sole arbitrator invited FIFA to produce evidence
- / **5 June 2024:** FIFA filed new evidence
- / **6 June 2024:** sole arbitrator held online CMC
- / **10 June 2024:** club filed submission
- / **18 June 2024:** sole arbitrator excluded submission
- / **18 June 2024:** sole arbitrator invited parties to second round submissions
- / **18 June 2024:** sole arbitrator invited club to answer questions
- / **5 July 2024:** club filed second round submission
- / **5 July 2024:** club filed answer to questions
- / **8 July 2024:** sole arbitrator invited FIFA to answer questions
- / **3 September 2024:** FIFA filed rejoinder
- / **3 September 2024:** FIFA filed answer to questions
- / **13 September 2024:** club filed submission
- / **19 September 2024:** FIFA requested exclusion
- / **19 September 2024:** FIFA filed comments
- / **10 December 2024:** sole arbitrator decided not to hold hearing
- / **10 December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **16 December 2024:** sole arbitrator admitted submission
- / **16 December 2024:** sole arbitrator admitted comments
- / **25 February 2025:** club filed submission
- / **25 February 2025:** club filed new evidence
- / **26 February 2025:** FIFA objected
- / **16 March 2025:** sole arbitrator excluded submission
- / **16 March 2025:** sole arbitrator excluded new evidence
- / **23 May 2025:** sole arbitrator issued award

Background

On 2 December 2013, a player transferred to the club. On 28 January 2022, the player transferred from the club to a Danish club. On 18 March 2023, the player transferred from the Danish club to a Belgian club. FIFA initiated the generation of a provisional EPP in TMS. FIFA generated the player's provisional EPP on 31 August 2023, releasing it for review on 12 September 2023. After two interventions on the EPP to upload proofs of registration, FIFA moved the EPP into validation on 24 September 2023. The club made a one time-payment to the player's first club in consequence of the player's transfer from the Danish club to the Belgian club. On 23 February 2024, FIFA changed the EPP status to validated. The FIFA General Secretariat issued the determination on the EPP on 23 February 2024, finding that the club was not eligible for solidarity contribution throughout the whole period the player allegedly registered with the club.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA Clearing House decision. FIFA filed its answer requesting that the sole arbitrator uphold the FIFA Clearing House decision.

» CAS 2024/A/10427 Right to Dream FC v. Fédération Internationale de Football Association

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA General Secretariat decision is set aside; (c) the case is referred back to FIFA; (d) the costs of the arbitration are borne 75% by the club and 25% by FIFA; and (e) each party shall bear its own legal fees and other expenses.

Main issue

The sole arbitrator reasons that a CAS panel is afforded discretion to either issue a new decision which replaces the appealed decision or annul the appealed decision and refer the case back to the previous instance. The sole arbitrator notes that the club did not include the club entitled to solidarity contribution in accordance with the EPP as a respondent in its appeal. In addition, the sole arbitrator notes that FIFA did not request to join the club entitled to solidarity contribution to the appeals proceeding. Furthermore, the sole arbitrator notes that the club entitled to solidarity contribution did not request to intervene in the appeals proceeding. As such, the sole arbitrator notes that he cannot request the club entitled to solidarity contribution about any evidence that the parties have produced during the appeals proceeding. However, the sole arbitrator notes that FIFA can make these enquiries to the club entitled to solidarity contribution if the sole arbitrator refers the matter back to FIFA as it can decide whether it should issue a fresh decision concerning which entity is entitled to the solidarity compensation for the contested period. The sole arbitrator decides that the club entitled to solidarity contribution in accordance with the EPP is not a mandatory respondent for the sole arbitrator to refer the case back to FIFA, despite the club's right to be heard in CAS not having been respected.

CAS 2023/A/10051**Bayelsa United FC v.
Maghreb Association Sportive &
FIFA**Reference number: [CAS 2023/A/10051](#)

Award date: 28 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Bayelsa United FC

Nigeria

LEGAL TEAM**John Nnona** | Attorney-at-law in Lagos, Nigeria**Pius Ndubuokwu** | Attorney-at-law in Lagos, Nigeria**RESPONDENT N.1**

Club

Maghreb Association Sportive

Morocco

LEGAL TEAM**Issam Ibrahim** | Attorney-at-law in Casablanca, Morocco**SOLE ARBITRATOR****João Nogueira da Rocha**

Attorney-at-law in Lisbon, Portugal

RESPONDENT N.2**Fédération Internationale de Football
Association (FIFA)**

Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

Miguel Liétard | Director of Litigation**Saverio Paolo Spera** | Senior legal counsel**CATEGORY****Clearing House****ISSUES***de novo* review; training rewards**RELEVANT RULES & REGULATIONS**

CAS Code; art. R57

FIFA Clearing House Regulations, ed. Oct.22; arts. 1, 5,
6, 7, 8, 9 & 10

FIFA RSTP; art. 2(2)/annexe 4

LANGUAGE

English

KEYWORDS

scope of review; training compensation

CASELAW CITED» **De novo review, scope:** CAS 2010/A/2090;
CAS 2011/A/2500 & 2591; CAS 2013/A/3227; CAS
2016/A/4387.**ORIGIN**

FIFA Clearing House, appeal

Main issue**Did FIFA attribute training compensation to MAS payable by BUFC in
accordance with the appropriate proceedings?**Yes, FIFA attributed training compensation to MAS payable by BUFC in
accordance with the FIFA Clearing House Regulations proceedings.

CAS 2023/A/10051**Bayelsa United FC v. Maghreb
Association Sportive & FIFA****Before the Court of Arbitration for
Sport**

- / **11 October 2023:** BUFC filed statement of appeal
- / **20 October 2023:** BUFC filed appeal brief
- / **11 March 2024:** FIFA filed answer
- / **14 March 2024:** sole arbitrator appointed
- / **4 April 2024:** sole arbitrator decided to hold online hearing
- / **21 May 2024:** CAS Court Office forwarded order of procedure to the parties
- / **19 June 2024:** sole arbitrator held online hearing
- / **28 May 2025:** sole arbitrator issued award

Background

On 30 January 2022, a player joined MAS as a professional player. On 17 January 2023, the player put MAS in default for outstanding payments. On 2 February 2023, the player unilaterally terminated his employment contract with MAS. On 4 February 2023, the player filed a claim against MAS before the FIFA Football Tribunal Dispute Resolution Chamber. On 21 April 2023, the payer withdrew his claim after reaching a settlement agreement with MAS.

On 15 May 2023, the player registered with BUFC. FIFA initiated the generation of a provisional EPP in TMS. FIFA generated the player's provisional EPP on 15 May 2023, releasing the EPP for review on 2 June 2023. On 8 June 2023, the Fédération Royale Marocaine de Football intervened on the EPP to upload the player's proof of registration with its associated club. On 14 June 2023, FIFA moved the EPP into validation. On 17 August 2023, FIFA approved the new registration data entered by the FRMF and informed BUFC. On the same date, FIFA changed the EPP to completion. On 26 August 2023, FIFA moved the EPP into validation. BUFC did not submit any waivers to FIFA. On 19 September 2023, FIFA approved the EPP. On 20 September 2023, the FIFA General Secretariat issued the determination on the EPP, finding that BUFC must pay MAS training compensation.

BUFC filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA Clearing House decision. FIFA filed its answer requesting that the sole arbitrator uphold the FIFA Clearing House decision. MAS defaulted on its answer.

» CAS 2023/A/10051 Bayelsa United FC v. Maghreb Association Sportive & FIFA

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by BUFC is dismissed; (b) the FIFA General Secretariat decision is confirmed; (c) the costs of the arbitration are borne by BUFC; and (d) BUFC shall pay MAS a contribution in the amount of CHF 1,500 towards the legal fees and other expenses.

Main issue

The sole arbitrator reasons that the Electronic Player Passport, or EPP, is an electronic document containing the consolidated registration information of a player throughout the player's career. As such, the sole arbitrator reasons that the EPP includes the following information regarding the player's registration since the calendar year of the player's 12th birthday: (i) the relevant member association; (ii) the status, amateur or professional; (iii) the type of registration, permanent or loan; and (iv) the club(s), including its training category. In addition, the sole arbitrator reasons that the EPP is a core part of the FIFA Clearing House operation, including its proceedings as regulated by the FIFA Clearing House Regulations. Moreover, the sole arbitrator reasons that the EPP generation, review and validation process is regulated step by step to allow participation of interested parties, including clubs and member associations. The sole arbitrator notes that FIFA followed the FIFA Clearing House proceedings step by step. Moreover, the sole arbitrator notes that BUFC opted not to present any documentation that could prevent the granting of training compensation to MAS despite being invited by FIFA to do so. As such, the sole arbitrator notes that BUFC owes training compensation to MAS. The sole arbitrator decided that FIFA attributed training compensation to MAS payable by BUFC in accordance with the FIFA Clearing House Regulations proceedings.

CAS 2024/A/10673

Torres S.r.l v. FIFA & Club Atlético Independiente & Asociación Atlética Argentinos Juniors

Reference number: [CAS 2024/A/10673](#)

Award date: 28 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT

**Club**
Torres S.r.l

Italy

LEGAL TEAM

LCA Studio Legale | in Milan, Italy
Federico Venturi Ferriolo | Attorney-at-law

RESPONDENT N. 1

IF **Fédération Internationale de Football Association (FIFA)**

Switzerland

LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA
Roberto Nájera Reyes | Senior legal counsel

SOLE ARBITRATOR

Marco Balmelli

Attorney-at-law in Basel, Switzerland

RESPONDENT N. 2

**Club**
Club Atlético Independiente

Argentina

LEGAL TEAM

Ariel N. Reck | Attorney-at-law in Buenos Aires, Argentina

RESPONDENT N. 3

**Club**
Asociación Atlética Argentinos Juniors

Argentina

LEGAL TEAM

Cesar Darío Gimenez | Attorney-at-law in Buenos Aires, Argentina

CATEGORY

Clearing House

ISSUES

de novo review; locus standi

RELEVANT RULES & REGULATIONS

CAS Code; art. R57
FIFA Clearing House Regulations, ed. Oct.22; arts. 5, 10.5 & 18
FIFA RSTP; art. 2

LANGUAGE

English

KEYWORDS

scope of review; standing to be sued

CASELAW CITED

- » **De novo review, scope:** CAS 2018/A/5808.
- » **Evidence, panel's discretion:** CAS 2017/A/5371.
- » **Evidence, negligent party:** CAS 2023/A/9682; CAS 2023/A/9895 & 9917; CAS 2023/A/9940 & 9941; CAS 2023/A/9995.
- » **Locus standi, mandatory joinder:** CAS 2013/A/3437; CAS 2023/A/10002, 10009 & 10010.

ORIGIN

FIFA Clearing House, appeal

Main issue

Is the evidence filed by the Italian club to be admitted to the case file?

Yes, the evidence filed by the Italian club solely before CAS is to be admitted to the case file.

CAS 2024/A/10673

**Torres S.r.l v. FIFA & Club Atlético
Independiente & Asociación
Atlética Argentinos Juniors**

**Before the Court of Arbitration for
Sport**

- / **21 June 2024:** Torres filed statement of appeal
- / **11 July 2024:** Torres filed appeal brief
- / **30 September 2024:** Argentinos Juniors filed answer
- / **25 October 2024:** FIFA filed answer
- / **5 November 2024:** sole arbitrator appointed
- / **19 December 2024:** sole arbitrator decided to hold hearing
- / **14 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **28 January 2025:** sole arbitrator held hearing
- / **28 May 2025:** sole arbitrator issued award

Background

In July 2023, Torres signed a player and registered he as a professional player on 10 October 2023. FIFA initiated the generation of a provisional EPP in TMS, releasing the EPP for review on 23 October 2023. On 15 May 2024, FIFA changed the EPP to completion. On the same date, FIFA requested Torres any documents relevant to the entitlement of training compensation. On 22 May 2024 and 25 May 2024, FIFA requested again. On 31 May 2024, FIFA approved the EPP.

Torres filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA General Secretariat decision. FIFA and Argentinos Juniors filed their respective answers requesting that the sole arbitrator uphold the FIFA General Secretariat decision. Independiente defaulted on its answer.

» CAS 2024/A/10673 Torres S.r.l v. FIFA & Club Atlético Independiente & Asociación Atlética Argentinos Juniors

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Torres is upheld; (b) the FIFA General Secretariat decision is set aside; (c) the case is referred back to FIFA; (d) the costs of the arbitration are borne by the Torres and FIFA in equal shares; and (d) each party shall bear its own legal fees and other expenses.

Main issue

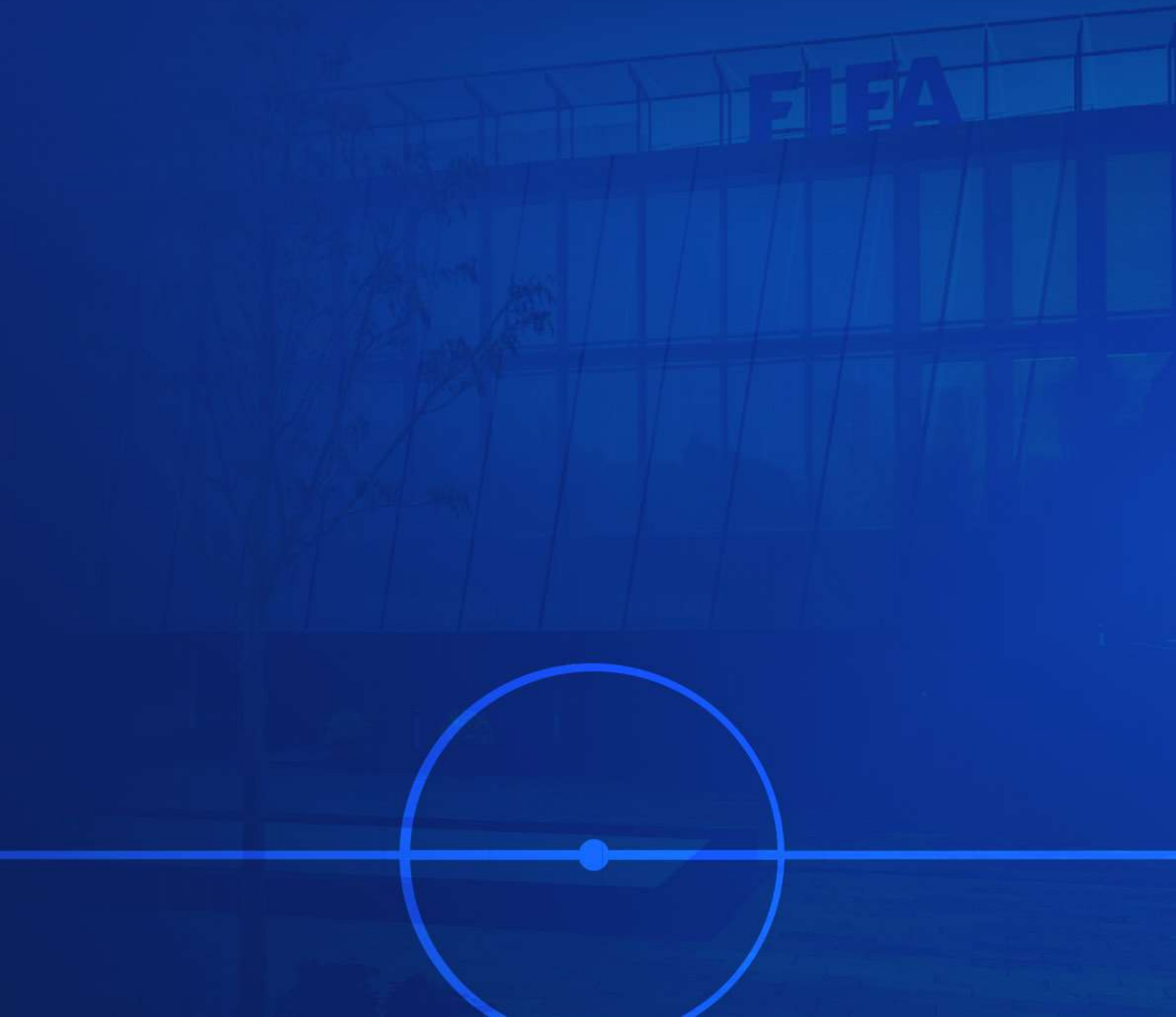
The sole arbitrator reasons that a CAS appeals arbitration procedure entails a *de novo* review of the merits of the case as it is not confined to merely ruling whether the appealed decision is to be upheld. As such, the sole arbitrator reasons that it is the CAS panel's role to establish the merits of the case independently. In addition, the sole arbitrator reasons that the CAS panels retains a restricted discretion to exclude evidence that is generally limited to cases where the evidence production before CAS constitutes an abuse of procedural rights or bad faith of the party who produces such evidence. The sole arbitrator notes that Torres has not abused its procedural rights, nor acted in bad faith in producing evidence solely before the CAS. The sole arbitrator decides that the evidence is to be admitted to the case file.



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

Other FIFA cases



TAS 2023/A/9363**Liga Nacional de Fútbol Profesional
c. FIFA**Reference number: [TAS 2023/A/9363](#)

Award date: 15 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 League Liga Nacional de Fútbol Profesional	 Spain	 Fédération Internationale de Football Association (FIFA)	 Switzerland
LEGAL TEAM María José López Lorenzo Attorney-at-law in Valencia, Spain Javier Rodríguez Ten Attorney-at-law in Valencia, Spain Josep Francesc Vandellós Alamilla Attorney-at-law in Valencia, Spain		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Cristina Pérez González Senior legal counsel	
PANEL	President. Roberto Moreno Rodríguez Alcalá Professor and attorney-at-law in Asunción, Paraguay.	Arbitrator. Víctor Bonnín Reynés Attorney-at-law in Madrid, Spain	Arbitrator. Juan Pablo Arriagada Attorney-at-law in Santiago, Chile

CATEGORY**Procedural****ISSUES**

arbitration costs

RELEVANT RULES & REGULATIONS

CAS Code; art. R64

LANGUAGE

Spanish

KEYWORDS

award on costs

CASELAW CITED

None

ORIGIN

FIFA Council, appeal

Main issue**Which party bears the procedural costs of the arbitration proceedings?**

The league bears the procedural costs.

TAS 2023/A/9363**Liga Nacional de Fútbol Profesional
c. FIFA****Before the Court of Arbitration for
Sport**

- / **5 January 2023:** league filed statement of appeal
- / **28 March 2023:** panel constituted
- / **24 April 2023:** FIFA filed evidence
- / **17 May 2023:** league filed appeal brief
- / **25 October 2023:** FIFA filed answer
- / **10 November 2023:** panel decided to hold hearing
- / **17 November 2023:** CAS Court Office forwarded order of procedure to the parties
- / **16 January 2024:** panel held case management conference
- / **30 January 2024:** proceedings suspended
- / **15 July 2024:** panel set hearing date
- / **31 October 2024:** league filed evidence
- / **8 November 2024:** FIFA filed comments
- / **15 November 2024:** league filed comments
- / **19 November 2024:** league informed appeal withdrawal
- / **19 November 2024:** FIFA agreed
- / **19 November 2024:** FIFA requested award on costs
- / **20 November 2024:** panel informed render award on costs
- / **15 April 2025:** panel issued award

Background

On 4 December 2022, FIFA summoned the member of its Council to the FIFA Council's 21st session. On 9 December 2022, FIFA shared documents with its Council members. On 16 December 2022, FIFA held its Council 21st session. On the same date, the FIFA website published a press release, informing the adoption of the Council's decisions. The league filed its appeal with CAS. FIFA filed its answer.

» TAS 2023/A/9363 Liga Nacional de Fútbol Profesional c. FIFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the league is terminated; (b) the costs of the arbitration are borne by the league; and (c) the league shall pay FIFA a contribution in the amount of CHF 1,500 towards the legal fees and other expenses.

Main issue

The panel reasons that CAS Code R64 regulates procedural costs at CAS, including which party has the responsibility to bear it. The panel notes that the parties have not agreed on the procedural costs. The panel decides that the league bears the procedural costs.

TAS 2023/A/9545**Liga Nacional de Fútbol Profesional
c. FIFA**Reference number: [TAS 2023/A/9545](#)

Award date: 15 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
League Liga Nacional de Fútbol Profesional	Spain	Fédération Internationale de Football Association (FIFA)	Switzerland
LEGAL TEAM María José López Lorenzo Attorney-at-law in Valencia, Spain Javier Rodríguez Ten Attorney-at-law in Valencia, Spain Josep Francesc Vandellós Alamilla Attorney-at-law in Valencia, Spain		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Cristina Pérez González Senior legal counsel	
PANEL	President. Ricardo de Buen Attorney-at-law in Mexico City, Mexico	Arbitrator. Víctor Bonnín Attorney-at-law in Madrid, Spain	Arbitrator. Massimo Coccia professor and attorney-at-law in Rome, Italy
	AD HOC CLERK Adrián Hernández Attorney-at-law in Lausanne, Switzerland		

CATEGORY**Procedural****ISSUES**

arbitration costs

RELEVANT RULES & REGULATIONS

CAS Code; art. R64

LANGUAGE

Spanish

KEYWORDS

award on costs

CASELAW CITED

None

**ORIGIN**

FIFA Council, appeal

Main issue**Which party bears the procedural costs of the arbitration proceedings?**

The league bears the procedural costs.

TAS 2023/A/9545**Liga Nacional de Fútbol Profesional c. FIFA****Before the Court of Arbitration for Sport**

- / **4 April 2023:** league filed statement of appeal
- / **4 April 2023:** league requested consolidation with TAS 2023/A/9363
- / **4 April 2023:** league requested evidence
- / **24 April 2023:** FIFA objected
- / **24 April 2023:** request for consolidation rejected
- / **25 April 2023:** league filed submission
- / **15 June 2023:** panel constituted
- / **3 August 2023:** FIFA filed evidence
- / **6 October 2023:** league filed appeal brief
- / **10 October 2023:** FIFA requested deadline extension
- / **11 October 2023:** league objected
- / **13 October 2023:** deadline extension partially granted
- / **27 February 2024:** FIFA requested deadline extension
- / **29 February 2024:** league filed submission
- / **23 May 2024:** FIFA filed answer
- / **30 May 2024:** FIFA requested case management conference
- / **30 May 2024:** league filed comments
- / **3 June 2024:** panel decided to hold case management conference and hearing
- / **5 June 2024:** league filed submission
- / **24 June 2024:** FIFA filed comments
- / **16 July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **25 July 2024:** panel held case management conference
- / **28 October 2024:** *ad hoc* clerk nominated
- / **31 October 2024:** league filed evidence
- / **31 October 2024:** FIFA filed evidence
- / **8 November 2024:** FIFA filed comments
- / **15 November 2024:** league filed comments
- / **19 November 2024:** league informed appeal withdrawal
- / **20 November 2024:** FIFA agreed
- / **20 November 2024:** FIFA requested award on costs
- / **15 April 2025:** panel issued award

Background

On 18 February 2023, FIFA summoned the member of its Council to the FIFA Council's 23rd session. On 3 March 2023, 8 March 2023 and 12 March 2023, FIFA shared documents with its Council members. On 14 March 2023, FIFA held its Council 23rd session. On 6 April 2023, FIFA officially informed its member of the Council's decisions. The league filed its appeal with CAS. FIFA filed its answer.

» TAS 2023/A/9545 Liga Nacional de Fútbol Profesional c. FIFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the league is terminated; (b) the costs of the arbitration are borne by the league; and (c) the league shall pay FIFA a contribution in the amount of CHF 1,000 towards the legal fees and other expenses.

Main issue

The panel reasons that CAS Code R64 regulates procedural costs at CAS, including which party has the responsibility to bear it. The panel notes that the parties have not agreed on the procedural costs. The panel decides that the league bears the procedural costs.

CAS 2024/A/11002

Faustino Gomes Sambu v. FIFA

Reference number: [CAS 2024/A/11002](#)

Award date: 5 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Agent Faustino Gomes Sambu	 Portugal	IF Fédération Internationale de Football Association (FIFA)	 Switzerland
LEGAL TEAM Nelson Soares Attorney-at-law in Cruz de Pau, Portugal		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Roberto Nájera Reyes Senior legal counsel	
CAS APPEALS ARBITRATION DIVISION PRESIDENT		Corinne Schmidhauser Attorney-at-law in Switzerland	

CATEGORY

Procedural

ISSUES

agents; provisional measure

RELEVANT RULES & REGULATIONS

CAS Code; art. R37

LANGUAGE

English

KEYWORDS

agents' license; irreparable harm test; request for stay

CASELAW CITED

- » **Irreparable harm, burden of proof:** CAS 2014/A/3765.
- » **Irreparable harm, financial damages:** CAS 2014/A/3703; CAS 2020/A/6796; CAS 2023/A/9938.
- » **Irreparable harm, income loss:** CAS 2012/A/2802; CAS 2014/A/3474; CAS 2014/A/3642.
- » **Request for stay, requirements:** CAS 2001/A/324; CAS 2022/A/378; CAS 2003/O486; TAS 2004/A/708 & 709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370-1376.
- » **Request for stay, irreparable harm test:** CAS 2007/A/1370-1376; CAS 2008/A/1630.

ORIGIN

FIFA General Secretariat, appeal

Main issue

Does the agent meet the requirements for the grant of a stay?

No, the agent does meet the requirements.

CAS 2024/A/11002**Faustino Gomes Sambu v.
FIFA****Before the Court of Arbitration for
Sport**

- / **14 November 2024:** agent filed statement of appeal
- / **14 November 2024:** agent requested legal aid
- / **14 November 2024:** agent requested stay
- / **25 November 2024:** agent filed appeal brief
- / **2 December 2024:** FIFA objected
- / **5 May 2025:** CAS Appeals Arbitration Division president issued award

Background

The agent holds a FIFA football players' agent license. FIFA sent the agent a request for information on 14 March 2024 to confirm whether he complies with the eligibility requirements set out under the FIFA FAR art. 5. Specifically, FIFA inquired whether the agent had any interest in a Portuguese club or in any other club or academy. The agent replied on 19 March 2024 that he was not an official of the Portuguese club or of any other club, academy, league or association.

FIFA discovered that the agent was registered as a member to the Portuguese club's board of directors during the sports seasons 2022/2023 and 2023/2024 further to several investigation with the Federação Portuguesa de Futebol. The FIFA General Secretariat issued a decision on 25 October 2024, provisionally suspending the agent's license.

The agent filed his appeal with CAS requesting provisional measures. FIFA filed its answer to the agent's request for provisional measures, objecting to it.

» CAS 2024/A/11002 Faustino Gomes Sambu v. FIFA

MAIN LEGAL FINDINGS

The CAS Appeals Arbitration Division president decided that the request for provisional measures filed by the agent is dismissed.

Main issue

The CAS Appeals Arbitration Division president reasons that an international arbitral tribunal in Switzerland is empowered by PILA art. 183 to order provisional or conservatory measures at the request of one party. The CAS Appeals Arbitration Division president reasons that the division president is competent to consider an application for a stay by a party in accordance with CAS Code art. R37 considering the following factors: (i) whether the stay requested is necessary to protect the applicant from irreparable harm; (ii) whether the applicant has reasonable chances to succeed on the merits; and (iii) whether the interests of the applicant outweigh those of the opposite parties and of third parties. As such, the CAS Appeals Arbitration Division president reasons that the applicant must demonstrate that the requested stay is necessary to protect its position from damage or risks that would be impossible, or very difficult, to remedy or cancel at a later stage to meet the irreparable harm test. The CAS Appeals Arbitration Division president reasons that the applicant must demonstrate that its position is not obviously groundless and that it has reasonable chances eventually to win the case to meet the likelihood of success test. The CAS Appeals Arbitration Division president reasons that the applicant must demonstrate that the harm or inconvenience it would suffer from the refusal of the requested stay would be comparatively greater than the harm or inconvenience other parties would suffer from the granting of the provisional measures. In addition, the CAS Appeals Arbitration Division president reasons that the three requirements for the grant of a stay are cumulative. Furthermore, the CAS Appeals Arbitration Division president reasons that a licensing issue may have disciplinary consequences when preventing the licensee from exercising a professional activity that is a source of income generating loss of earning. However, the CAS Appeals Arbitration Division president reasons that an inability to perform professional activities may be found inevitable and a legitimate consequence of a suspension. The CAS Appeals Arbitration Division president reasons that financial damages are not considered as irreparable harm as such damages may be remedied by means of financial compensation. Moreover, the CAS Appeals Arbitration Division president reasons that loss of income is not a basis for establishing irreparable harm as it is reparable at a later stage. The CAS Appeals Arbitration Division president notes that the agent fails to provide concrete evidence to meet the irreparable harm test. In addition, the CAS Appeals Arbitration Division president notes that the agent's submissions are purely speculative and entirely unsubstantiated. Moreover, the CAS Appeals Arbitration Division president notes that the agent is the owner of an agency that is active in events organizations and marketing. As such, the CAS Appeals Arbitration Division president notes that the agent will not be deprived of revenues from his activities in marketing and events organizations while his FIFA license remains provisionally suspended. The CAS Appeals Arbitration Division president decides that the agent does meet the requirements for the grant of a stay.

CAS 2024/A/10918
Jonathan Dominic Finbar Beckett v.
FIFA

Reference number: CAS 2024/A/10918
Award date: 15 May 2025
Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Agent Jonathan Dominic Finbar Beckett	United Kingdom	IF Fédération Internationale de Football Association (FIFA)	Switzerland
LEGAL TEAM 4 New Square in London, United Kingdom Kendrah Potts, barrister Level Law Ltd. in London, United Kingdom Daniel Lowen, solicitor Jonathan Hyman, solicitors		LEGAL TEAM FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Director of Litigation Alexander Jacobs Senior legal counsel Luis Villas-Boas Pires Head of agents	
PANEL	President. Manfred Nan Attorney-at-law in Amsterdam, The Netherlands	Arbitrator. Anthony Lo Surdo SC Barrister in Sydney, Australia	Arbitrator. Wouter Lambrecht Attorney-at-law in Geneva, Switzerland
	AD HOC CLERK Dennis Koolaard Attorney-at-Law in Amsterdam, The Netherlands		

CATEGORY

Agents

ISSUES

license; sanction

RELEVANT RULES & REGULATIONS

FIFA FAR; art. 21

LANGUAGE

English

KEYWORDS

eligibility; provisional suspension

CASELAW CITED

None

ORIGIN FIFA General Secretariat, appeal

Main issue

Is the FIFA General Secretariat competent to decide on the agent's services without a license and implement a *de facto* suspension on the agent?
No, it is not.

CAS 2024/A/10918**Jonathan Dominic Finbar Beckett
v. FIFA****Before the Court of Arbitration for Sport**

- / **6 October 2024:** agent filed statement of appeal
- / **6 October 2024:** agent requested expedited proceedings
- / **10 October 2024:** agent requested proceedings treated as disciplinary
- / **11 October 2024:** CAS Court Office rejected disciplinary matter
- / **14 October 2024:** FIFA objected to expedited proceedings
- / **15 October 2024:** agent filed appeal brief
- / **21 October 2024:** FIFA nominated arbitrator
- / **28 October 2024:** agent challenged
- / **4 November 2024:** arbitrator recused
- / **11 November 2024:** FIFA nominated another arbitrator
- / **18 November 2024:** FIFA filed answer
- / **19 November 2024:** agent filed requested full-day hearing
- / **25 November 2024:** FIFA objected
- / **28 November 2024:** panel constituted
- / **29 November 2024:** panel decided to hold online hearing
- / **2 December 2024:** ad hoc clerk appointed
- / **December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **16 December 2024:** agent filed new evidence
- / **16 December 2024:** panel held online hearing
- / **20 December 2024:** panel issued operative part
- / **15 May 2025:** panel issued award

Background

On 30 March 2021, the agent and a player signed a representation agreement. On 7 March 2022, the agent represented the player in relation to his first professional employment contract concluded with an English club. On 1 February 2023, an agency and the player signed a new representation agreement. On 21 December 2023, the English Football Association announced that the FA Football Agent Regulations would enter into force on 1 January 2024. According to the agent, he engaged in discussions with the English club and the player about a potential new employment contract in late 2023. On 30 December 2023, FIFA issued its Circular n. 1873, partially suspending the FIFA FAR. On 31 December 2023, The FA released an updated version of its regulations. The agent remained a registered intermediary with the FA throughout. On 1 January 2024, the FIFA FAR and the FA FAR came into effect. At that point in time, the agent had not yet applied for or obtained a license from FIFA. Between 8 and 19 January 2024, the agent sent and received various emails with the club's academy manager and club secretary on behalf of the agency's CEO. On 12 January 2024, the agency CEO informed the player on the new regulations. On the same date, the player thanked the email. On 13 January 2024, the agency CEO, the agency and the player concluded a tripartite representation agreement. On 19 January 2024, the player concluded an extended employment contract with the English club, the agent attended the signing ceremony on behalf of the agency. On 7 February 2024, The FA informed the English club regarding the agency and agent's licensing situation. On 14 February 2024, the English club provided its comments to The FA's enquiry. On 27 March 2024, the agent submitted a license application on the FIFA Agent Platform and confirmed he complied with the eligibility requirements. On 2 April 2024, The FA informed the agency CEO on potential breaches of the FAR FAR. On 19 April 2024, the agency CEO provided his comments. On 30 May 2024, FIFA issued a license to the agent. On 14 August 2024, The FA informed the English club and the agency CEO that it would not open disciplinary proceedings. On 2 September 2024, The FA provided FIFA with a report.

On 3 September 2024, FIFA requested the agent information regarding relationship with the player and the English club. On the same date, FIFA requested the English club information as well. On 10 September 2024, the agent replied to FIFA. On 12 September 2024, the English club replied to FIFA. On 16 September 2024, FIFA General Secretariat issued its decision, provisionally suspending the agent's license and preventing him submitting a new license application until 17 January 2026.

The agent filed his appeal with CAS requesting that the panel set aside the FIFA General Secretariat decision. FIFA filed its answer requesting that the panel uphold the FIFA General Secretariat decision.

» CAS 2024/A/10918 Jonathan Dominic Finbar Beckett v. FIFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by agent is upheld; (b) the FIFA General Secretariat decision is set aside; (c) the costs of the arbitration are borne by FIFA; and (d) FIFA shall pay the agent a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

Main issue

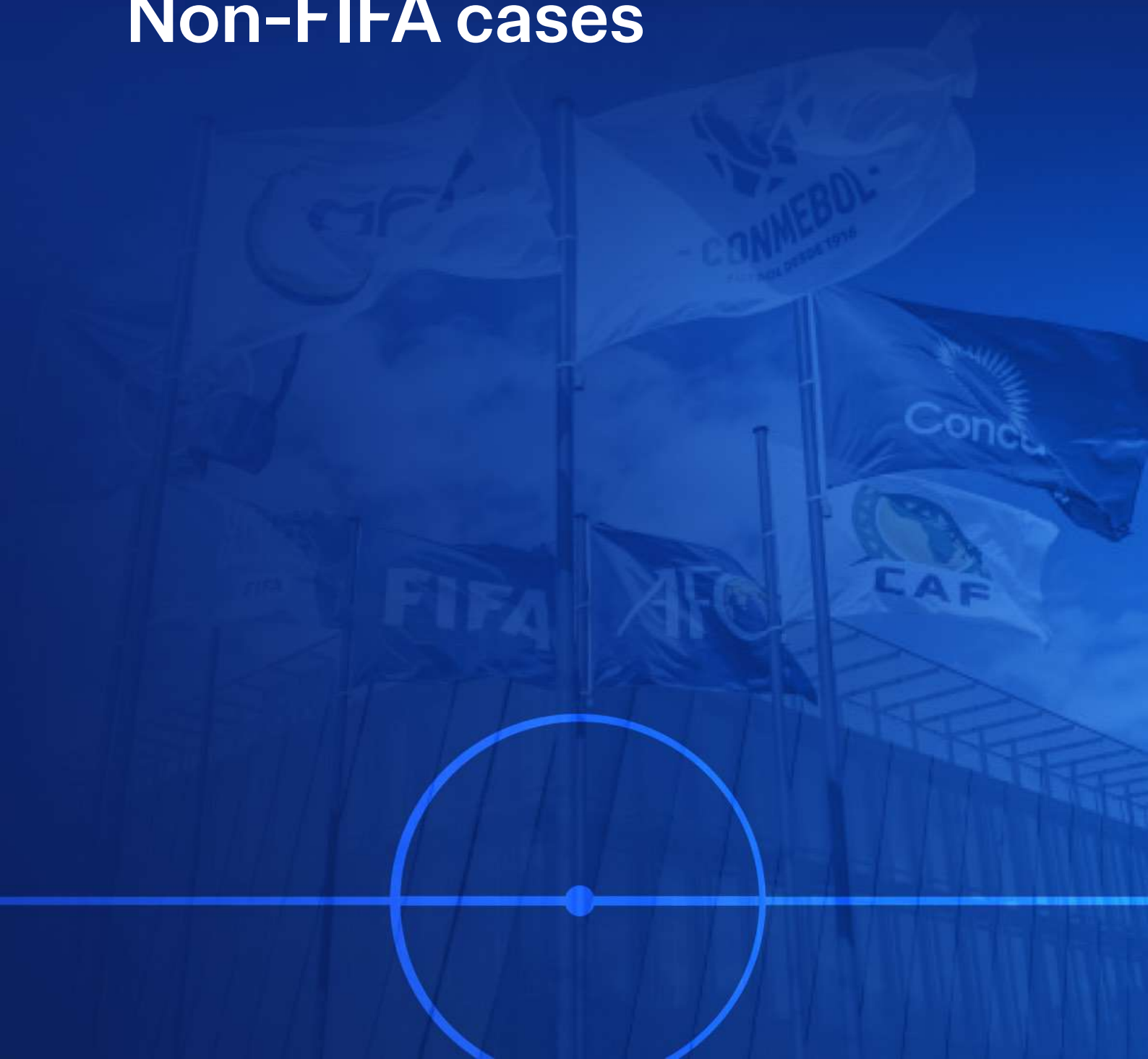
The panel reasons that a deciding body must have clear jurisdiction over a dispute. The panel notes that there is no FIFA body competent to decide whether the ongoing FIFA FAR eligibility requirements are satisfied. As such, the panel notes that there is no FIFA body competent to lift the provisional suspension of a license as well. In addition, the panel notes that this changes the nature of the provisional suspension to a *de facto* definite or final suspension until 17 January 2026. As *obiter dicta*, the panel notes that the FIFA General Secretariat has conflated its investigative powers with the power which would ordinarily reside in the FIFA Disciplinary Committee to decide. The panel decides that the FIFA General Secretariat is not competent to decide on the agent's services without a license and implement a *de facto* suspension on the agent.



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

Non-FIFA cases



TAS 2023/A/9514

Constant Omari Selemani c.
Confédération Africaine de Football

TAS 2023/A/9528

Ahmad Ahmad c.
Confédération Africaine de Football

TAS 2023/A/9529

Almany Kabele Camara c.
Confédération Africaine de Football

Reference number: [TAS 2023/A/9514](#), [TAS 2023/A/9528](#) & [TAS 2023/A/9529](#)

Award date: 11 November 2024

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Member association Constant Omari Selemani	 DR Congo	 Confederation Confédération Africaine de Football (CAF)	 Egypt
Member association Ahmad Ahmad	 Madagascar	LEGAL TEAM Lévy Kaufmann-Kohler in Geneva, Switzerland Antonio Rigozzi Attorney-at-law Patrick Pithon Attorney-at-law	
Member association Almany Kabele Camara	 Guinea		
LEGAL TEAM Morgan Sports Law in Lausanne, Switzerland William Sternheimer Attorney-at-law Achta Mahamat Saleh Attorney-at-law			
PANEL	President. Jacques Radoux Legal advisor at the Court of Justice of the European Union, Luxembourg	Arbitrator. François Klein Attorney-at-law in Paris, France	Arbitrator. Olivier Carrard Attorney-at-law in Geneva, Switzerland

CATEGORY

Procedural

ISSUES

jurisdiction

RELEVANT RULES & REGULATIONS

CAF Statutes; arts. 26 & 48

LANGUAGE

French

KEYWORDS

appeal; denial of justice

CASELAW CITED

- » **Appeal, denial of justice:** CAS 2005/A/944; CAS 2017/A/5187.
- » **Decision, essential elements:** CAS 2017/A/5157.

ORIGIN

Confédération Africaine de Football, appeal

Main issue

Does the panel have jurisdiction to hear the dispute?

No, the panel does not have jurisdiction to hear the dispute.

TAS 2023/A/9514

Constant Omari Selemani c.
Confédération Africaine de Football

TAS 2023/A/9528

Ahmad Ahmad c.
Confédération Africaine de Football

TAS 2023/A/9529

Almany Kabele Camara c.
Confédération Africaine de Football

Background

On 8 March 2023, the officials requested outstanding remuneration from the confederation. On 15 March 2023, the confederation's legal counsel informed the officials that it would reply in due course, but that the officials' claims were based on legal foundations that the confederation did not find consistent with good morals, ethical standards, governance standards in addition to questioning its legality. On the same date, the officials' counsel replied, stating that the officials would appeal to the Court of Arbitration for Sport in case the confederation refused to comply. On 22 March 2023, the confederation's legal counsel replied to the officials, stating that the confederation would not proceed with the requested payments.

The officials filed their appeals with CAS requesting that the panel set aside the Confédération Africaine de Football decision. The confederation filed its answer requesting that the panel uphold the Confédération Africaine de Football decision, objecting to the panel's jurisdiction.

Before the Court of Arbitration for Sport

- / **22 March 2023:** officials filed statements of appeal
- / **10 May 2023:** officials filed appeal brief
- / **18 April 2024:** confederation filed answer
- / **18 April 2024:** confederation objected to jurisdiction
- / **19 April 2024:** panel constituted
- / **16 May 2024:** officials filed comments
- / **28 May 2024:** confederation filed submission
- / **5 June 2024:** panel decided to admit submission
- / **12 June 2024:** officials waived comments
- / **23 September 2024:** CAS Court Office forwarded order of procedure to the parties
- / **26 September 2024:** panel held in-person hearing
- / **11 November 2024:** panel issued award

- » **TAS 2023/A/9514 Constant Omari Selemani c. Confédération Africaine de Football**
- » **TAS 2023/A/9528 Ahmad Ahmad c. Confédération Africaine de Football**
- » **TAS 2023/A/9529 Almany Kabele Camara c. Confédération Africaine de Football**

MAIN LEGAL FINDINGS

The panel decided that the CAS does not have jurisdiction to hear the appeal.

Main issue

The panel reasons that the CAS has jurisdiction to hear a dispute when deciding an appeal based on: (i) an appealed decision; or (ii) denial of justice. The panel notes that the officials appealed CAF's refusal to pay amounts allegedly due to them. The panel notes that the confederation states its refusal to pay in an email. Furthermore, the panel notes that the confederation was clear that the email did not intend to produce legal effects or alter the legal status of the officials. The panel notes that the CAF Executive Committee is the competent body to hear the officials' requests. In addition, the panel notes that the officials directed their requests to the CAF General Secretary instead. As such, the panel notes that there is no denial of justice. The panel decides that it does not have jurisdiction to hear the dispute between the parties.

TAS 2024/A/10307

[A.] vs. [B.]

Reference number: [TAS 2024/A/10307](#)
 Award date: 25 February 2025
 Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Player [A.]	Mexico	Club [B.]	Mexico
LEGAL TEAM Juan Manuel López Attorney-at-law in Mexico City, Mexico Regina Vargas Attorney-at-law in Mexico City, Mexico Diego del Alizal Hernández Attorney-at-law in Mexico City, Mexico		LEGAL TEAM Daniel Muñoz Sirera Attorney-at-law in Valencia, Spain	
SOLE ARBITRATOR		Ernesto Gamboa Morales Attorney-at-law in Bogotá, Colombia	

CATEGORY

Employment, Status & Transfer

ISSUES

termination

RELEVANT RULES & REGULATIONS

Mexican Ley Federal del Trabajo; art. 50

LANGUAGE

Spanish

KEYWORDS

compensation; early termination; unilateral termination

CASELAW CITED

- » **Contractual interpretation, parties' intention:** CAS 2022/A/9170.
- » **De novo review, scope:** CAS 2021/A/8318.
- » **Locus standi, standing to be sued:** CAS 2015/A/3880.
- » **Sanction, discretion:** CAS 2017/A/5359

ORIGIN

Mexican Football Association Conciliation and Dispute Resolution Chamber, appeal

Main issue

Should the club be sanctioned in accordance with the FIFA RSTP art. 17(4)?
 No, the FIFA RSTP is not applicable to the dispute.

TAS 2024/A/10307

[A.] vs. [B.]

Before the Court of Arbitration for Sport

- / **17 January 2024:** player filed statement of appeal
- / **7 February 2024:** player filed appeal brief
- / **25 April 2024:** club filed answer
- / **30 April 2024:** sole arbitrator appointed
- / **10 May 2024:** sole arbitrator decided to hold hearing
- / **22 May 2024:** CAS Court Office forwarded order of procedure to the parties
- / **4 June 2024:** sole arbitrator held online hearing
- / **25 February 2025:** sole arbitrator issued award

Background

The parties signed an employment agreement in January 2014. On 27 February 2018, the parties signed a second employment agreement. On 3 November 2020, the parties signed a third employment agreement. On 1 January 2023, the parties signed a fourth employment agreement. The club terminated the fourth employment agreement early, unilaterally and without just cause on 8 June 2023. The club requested the player to sign an early termination agreement on 9 June 2023, which the player refused to sign. The club transferred to the player's bank account the amount it believed to be due for the early termination.

On 12 June 2023, the club sued the player at the Mexican Football Association Conciliation and Dispute Resolution Chamber requesting that the panel declared that the club did not owe the player further amounts. The player filed his answer and counterclaim on 18 July 2023, requesting further amounts. The MFA CDRC rendered its decision on 3 January 2024, accepting the club's claim.

The player filed an appeal with CAS requesting that the sole arbitrator set aside the MFA CDRC decision. The club filed its answer requesting that the sole arbitrator uphold the MFA CDRC decision.

» TAS 2024/A/10307 [A.] vs. [B.]

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is partially accepted; and (b) the Mexican Football Association Conciliation and Dispute Resolution Chamber decision is amended.

Main issue

The sole arbitrator reasons that the law applicable to the merits of a dispute defines possible sanctions to a non-complying party. The sole arbitrator notes that the player requests that the sole arbitrator imposes a sanction based on the FIFA RSTP article 17(4). However, the sole arbitrator notes that the regulations applicable to the merits of the dispute are the Mexican Football Association's regulations. Moreover, the sole arbitrator notes that the player did not join either the MFA or FIFA to these proceedings. The sole arbitrator decides that the club should not be sanctioned.

CAS 2023/A/10081**Abdelilah Ibrahimi Idrissi v.
Fédération Royale Marocaine de
Football**Reference number: [CAS 2023/A/10081](#)

Award date: 6 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Official**

Abdelilah Ibrahimi Idrissi



Morocco

LEGAL TEAMSport Makers Law & Management Firm | in Cairo, Egypt
Nasr Eldin Azzam | Attorney-at-law**RESPONDENT****Member association**

Fédération Royale Marocaine de Football



Morocco

LEGAL TEAMLibra Law SA | in Lausanne, Switzerland
Jorge Ibarrola | Attorney-at-law**SOLE ARBITRATOR**

Ghada M. Darwish Karbon | Attorney-at-law in Doha, Qatar

CATEGORY**Ethics****ISSUES**

sanction

RELEVANT RULES & REGULATIONS

FRMF Disciplinary Code; art. 85

LANGUAGE

English

KEYWORDS

proportionality test

CASELAW CITED

- » **Sanction, *nulla poena sine lege*:** CAS 2019/A/6330.
- » **Sanction, proportionality:** CAS 2009/A/1817; CAS 2016/A/4501; CAS 2019/A/6667; CAS 2022/A/8651.

ORIGIN

Fédération Royale Marocaine de Football Appeals Committee, appeal

Main issue n. 1Does the FRMF Ethics Committee have jurisdiction to decide the disciplinary dispute?
Yes, it does.**Main issue n. 2**Do the official's acts constitute unsporting behaviour?
Yes, the official's acts constitute unsporting behaviour.**Main issue n. 3**Does the sanction meet the proportionality test?
No, the fine plus two year-temporary ban sanction does not meet the proportionality test.

CAS 2023/A/10081

**Abdelilah Ibrahimi Idrissi v.
Fédération Royale Marocaine de
Football**

Before the Court of Arbitration for Sport

- / **26 October 2023:** official filed statement of appeal
- / **26 October 2023:** official filed request for provisional measures
- / **26 December 2023:** member association filed answer to provisional measures
- / **15 February 2023:** request for provisional measures dismissed
- / **31 January 2024:** official requested legal aid
- / **16 July 2024:** legal aid granted
- / **16 July 2024:** CAS Court Office set answer deadline
- / **15 August 2024:** CAS Court Office noted no answer
- / **15 August 2024:** member association filed comment
- / **15 August 2024:** member association requested new deadline or deadline extension
- / **20 August 2024:** official objected
- / **22 August 2024:** member association requested hearing
- / **27 August 2024:** sole arbitrator appointed
- / **27 August 2024:** official filed request for provisional measures
- / **2 September 2024:** member association filed answer to provisional measures
- / **12 September 2024:** sole arbitrator granted new deadline
- / **12 September 2024:** sole arbitrator dismissed request for provisional measures
- / **23 September 2024:** member association filed answer
- / **October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **7 November 2024:** sole arbitrator held online hearing
- / **6 March 2025:** sole arbitrator issued award

Background

On 3 September 2023, Raja Casablanca Club played a match against AS FAR for the Moroccan League. During the match, the referee sent off a player with a red card. The official approached the player while he was on his way to the changing rooms. The player waived his hand in displeasure towards the official. The official and the player exchanged insults and obscenities. The official attempted to grab the player's arm and failed. The player attempted to throw a bench at the official and failed. The official spat at the player twice. Security agents escorted the player from the stadium.

The Fédération Royale Marocaine de Football initiated disciplinary proceedings against both the official and the player. The FRMF Ethics Committee rendered its decision on 5 September 2023, sanctioning the official with a fine and a 2 year-ban from all football-related activities. The official filed an appeal before the FRMF Central Appeal Committee, which rendered its decision on 5 October 2023 confirming the FRMF Ethics Committee decision.

The official filed his appeal with CAS requesting that the sole arbitrator set aside the FRMF Appeals Committee decision. The member association filed its answer requesting that the sole arbitrator uphold the FRMF Appeals Committee decision.

» CAS 2023/A/10081 Abdelilah Ibrahimi Idrissi v. Fédération Royale Marocaine de Football

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the official is partially upheld; and (b) the FRMF Appeals Committee decision is set aside.

Main issue n. 1

The sole arbitrator reasons a judicial body must derive its powers from the law and regulations of the sports body in question to adjudicate a matter. In addition, the sole arbitrator reasons that the regulations must provide the extent of the powers and what jurisdiction is inherent to the judicial body, including any hierarchical relation or coordination where necessary. The sole arbitrator notes that the FRMF Disciplinary Codes expressly includes its Ethics Committee as a judicial body that has jurisdiction over disciplinary matters with no distinction to its Disciplinary Committee. As such, the sole arbitrator notes that both judicial bodies coordinate the same jurisdiction. The sole arbitrator decides that the FRMF Ethics Committee has jurisdiction to decide the disciplinary dispute.

Main issue n. 2

The sole arbitrator reasons that the principle of legality states that sports organizations cannot impose sanctions without a proper legal or regulatory basis. The sole arbitrator notes that the FRMF Disciplinary Code considers insults, profanity and spitting as unsporting behaviour. The sole arbitrator decides that the official's acts constitute unsporting behaviour in accordance with the FRMF Disciplinary Code.

Main issue n. 2

The sole arbitrator reasons that a CAS panel may reduce a federation-imposed sanction when grossly disproportionate. The sole arbitrator notes that the FRMF Ethics Committee applied the wrong set of rules when imposing the 2-year ban and fine. As such, the sole arbitrator notes that the imposed sanction does not meet the proportionality test. The sole arbitrator decides that appropriate sanction is a 12-match suspension and a fine.

CAS 2023/A/9656**Răzvan Horj v. Club Sportiv Petrolul 52 Association & Romanian Football Federation**Reference number: [CAS 2023/A/9656](#)

Award date: 10 March 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N. 1	
Player Răzvan Horj	 Romania	 Club Club Sportiv Petrolul 52 Association	 Romania
LEGAL TEAM Anca Mituică Attorney-at-law in Bucharest, Romania		LEGAL TEAM Mincu Paul Alexandru Attorney-at-law in Bucharest, Romania Marius Lazar Constantin Attorney-at-law in Bucharest, Romania	
SOLE ARBITRATOR		RESPONDENT N. 2	
Mario Vigna Attorney-at-law in Rome, Italy		 Member association Romanian Football Federation	 Romania
		LEGAL TEAM Adrian Stangaciu Attorney-at-law in Bucharest, Romania Paul Ciucur Attorney-at-law in Bucharest, Romania	

CATEGORY**Employment, Status & Transfer****ISSUES**

breach of contract; termination

RELEVANT RULES & REGULATIONSRJSTP; art. 18
FIFA RSTP; art. 17**LANGUAGE**

English

KEYWORDS

compensation; just cause; mitigated damages

**CASELAW CITED**

- » **Applicable law, subsidiary application:** CAS 2017/A/5465.
- » **Applicable law, regulations:** CAS 2015/A/3896.
- » **Compensation, duty to mitigate:** CAS 2008/A/1519 & 1520; CAS 2015/A/4346; CAS 2021/A/8087.
- » **Compensation, positive interest:** CAS 2008/A/1519 & 1520; CAS 2021/A/7757 & 7762.
- » **Compensation, Romanian regulations:** CAS 2011/A/2662.
- » **De novo review, costs:** CAS 2013/A/3054; CAS 2016/A/4387.
- » **De novo review, scope:** CAS 2007/A/1396 & 1402; CAS 2012/A/2874.
- » **Locus standi, standing to be sued:** SFT 114 II 345; SFT 126 III 59; SFT 128 III 50; CAS 2011/A/2474; CAS 2013/A/3301; CAS 2014/A/3690; CAS 2017/A/5359; CAS 2019/A/6274; CAS 2019/A/6452; CAS 2020/A/6748; CAS 2020/A/7092; CAS 2020/A/7144; CAS 2021/A/7757 & 7762; CAS 2021/A/8225; CAS 2021/A/8331; CAS 2021/A/8433.
- » **Persuasion, degree:** CAS 2013/A/3082; CAS 2021/A/8277.
- » **Sanction, standing to sue:** CAS 2014/A/3707; CAS 2018/A/6044.
- » **Termination, just cause:** CAS 2014/A/3626; CAS 2015/A/4286; CAS 2016/A/4560 CAS 2017/A/5465; CAS 2019/A/6171; CAS 2020/A/6992; CAS 2020/A/7370.

ORIGIN

Romanian Football Federation Appeal Committee, appeal

Main issue n. 1

Are the applicable regulations to a domestic case primarily the FIFA or the member association's regulations?
The member association's regulations are primarily applicable.

CAS 2023/A/9656

Răzvan Horj v. Club Sportiv Petrolul 52 Association & Romanian Football Federation

Reference number: [CAS 2023/A/9656](#)

Award date: 10 March 2025

Seat of arbitration: Lausanne, Switzerland



Main issue n. 2

Does the member association have standing to be sued?

Yes, the member association has standing to be sued.

Main issue n. 3

Does the player have just cause to terminate his employment relationship early?

Yes, the player has just cause to terminate his employment relationship with the club.

Main issue n. 4

How is the total compensation for the early termination of the employment contract calculated in accordance with the RJSTP?

It is equal to the total financial rights due to the player until the expiration of the contractual term less any mitigated amount.

Supporting issue

Does mitigation apply?

Yes, it does.

Main issue n. 5

Can CAS apply sanctions to the club?

No, CAS cannot impose sanctions on the club.

Main issue n. 6

Is the player entitled to recover costs incurred before the RFF Appeal Committee?

No, the player is not entitled to recover costs incurred.

CAS 2023/A/9656

**Răzvan Horj v. Club Sportiv Petrolul
52 Association & Romanian Football
Federation**

Before the Court of Arbitration for Sport

- / **11 May 2023:** player filed statement of appeal
- / **25 May 2023:** player filed appeal brief
- / **14 June 2023:** club filed answer
- / **14 June 2023:** club filed evidentiary request
- / **11 December 2023:** member association filed answer
- / **19 December 2023:** sole arbitrator appointed
- / **28 December 2023:** sole arbitrator accepted
- / **28 December 2023:** sole arbitrator invited member association to file evidence
- / **12 January 2024:** member association filed submission
- / **12 January 2024:** sole arbitrator invited club to file evidence
- / **14 January 2024:** player filed evidence
- / **29 January 2024:** sole arbitrator invited club to file submission
- / **8 February 2024:** club filed submission
- / **16 February 2024:** sole arbitrator decided to hold online hearing
- / **28 March 2024:** CAS Court Office forwarded order of procedure to the parties
- / **30 April 2024:** sole arbitrator invited player and club to file evidence
- / **1 May 2024:** club filed submission
- / **6 May 2024:** player filed evidence
- / **21 May 2024:** player filed evidence
- / **30 May 2024:** sole arbitrator held online hearing
- / **31 May 2024:** member association filed evidence
- / **5 June 2024:** club filed comments
- / **10 June 2024:** player filed comments
- / **11 June 2024:** sole arbitrator invited player to file submission
- / **18 June 2024:** player filed submission
- / **19 June 2024:** sole arbitrator closed evidentiary proceedings
- / **10 March 2025:** sole arbitrator issued award

Background

The club and the player signed an employment agreement on 17 February 2022, valid until 30 June 2024. The player sent a notice to the club on 21 October 2022, stating that the club has excluded him from the first team and denied him access to training sessions. The club informed the player on 26 October 2022 the training schedule for the 27 October 2022 to 29 October 2022 period. The player's counsel sent a second notice to the club on 27 October 2022, noting the club had maintained its decision to exclude the player from the first team and denied him access to proper training. The club informed the player on 1 November 2022 the training schedule for the 3 November 2022 to 6 November 2022 period. On the same date, the player's counsel sent a final notice to the club. The player joined another Romanian club at a later uncertain date and signed an employment agreement on 28 March 2023.

The player filed a claim with the Romanian Football Federation National Dispute Resolution Chamber against the club on 15 November 2022, inter alia, requesting the termination of his employment contract for cause and compensation for breach of contract. On the same date, the club filed a counterclaim at the RFF NDRC. The RFF NDRC rendered its decision on 18 January 2023, partially accepting the player's claims. The player appealed the RFF NDRC decision before the RFF Appeal Committee on 8 February 2023. The club sent a notice to the player on 10 February 2023. The Romanian Football Federation Appeal Committee dismissed the player's appeal on 23 March 2023, and notified its decision's grounds on 20 April 2023. The RFF NDRC rendered a decision on 21 September 2023 ordering the other Romanian club to pay the player's outstanding remuneration.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Romanian Football Federation Appeal Committee decision. The club and the member association filed their respective answers requesting that the sole arbitrator uphold the Romanian Football Federation Appeal Committee decision.

» CAS 2023/A/9656 Răzvan Horj v. Club Sportiv Petrolul 52 Association & Romanian Football Federation

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is partially upheld; (b) the Romanian Football Federation Appeal Committee decision is set aside; and (c) the club is ordered to pay the player compensation.

Main issue n. 1

The sole arbitrator reasons the applicable regulations primarily applicable to a domestic case are the member association's regulations. The sole arbitrator notes that RFF regulations are primarily applicable to the case. The sole arbitrator decides that the RJSTP are primarily applicable to resolve the case.

Main issue n. 2

The sole arbitrator reasons that *locus standi* is a merits issue. In addition, the sole arbitrator reasons that the sports adjudicating bodies are at times entrusted with deciding disputes involving the direct or indirect member of the relevant sports association that are to be considered horizontal disputes, which do not directly involve the sports association's disciplinary power. The sole arbitrator also reasons that a vertical dispute involves the application of sporting sanctions, as well as purely disciplinary issues, eligibility or registration matters. Furthermore, the sole reasons that a contractual relationship between the direct or indirect members of an association are subject to the regulatory authority of the association and the disputes that arise from such relationships are related to their membership in the association. As such, the sole arbitrator reasons that this is especially relevant when the sports association has issued rules expressly aiming at regulating the contractual relationship in dispute. The sole arbitrator notes the applicable regulations do not specify which party or parties have standing to be sued in case an appeal is lodged against a decision rendered by one of the RFF's adjudicatory bodies. As such, the sole arbitrator notes that Swiss law applies. In addition, the sole arbitrator notes that the dispute contractual in nature, thus *prima facie* purely horizontal. However, the sole arbitrator notes that the player requested a sporting sanction to the club. As such, the sole arbitrator notes that this specific request involves a vertical element to it. Moreover, the sole arbitrator notes that the RFF has issued rules regulating employment contracts between players and clubs in its RJSTP. Additionally, the sole arbitrator reasons a party has standing to be sued if it is personally bound by the disputed right or holds a *de facto* interest in the outcome of the appeal. As such, the sole arbitrator reasons that it is relevant to analyze the interests involved and assess the role assumed by the relevant association in the specific context when determining the proper party to be summoned in CAS appeal proceedings. The sole arbitrator further reasons that the appellant generally requests that the previous instance decision is set aside in a CAS appeal proceedings, which might have disciplinary consequences as it impacts on the disciplinary rights and obligations of a sports association. As such, the sole arbitrator reasons that any sports association has a legal interest to preserve its own decisions to keep its regulatory system in the way its own bodies have shaped and interpreted it. The sole arbitrator notes that the RFF has a personal, direct and legitimate interest in this case. The sole arbitrator decides that the member association has standing to be sued.

**CAS 2023/A/9656 Răzvan Horj v. Club Sportiv Petrolul 52 Association & Romanian Football Federation****Main issue n. 3**

The sole arbitrator reasons that any circumstance under which the terminating party can in good faith not be expected to continue the employment relationships is a valid reason for the early termination of an employment contract between a club and a football player. In addition, the sole arbitrator reasons that any football player has the right and obligation to participate in collective football training and to be provided by the employer club with the necessary access and facilities to train and compete with his teammates. The sole arbitrator notes that the club set up an individual training program to the player, without a technical basis, nor objective reasons or criteria. Furthermore, the sole arbitrator notes that the club provided the player with a discontinuous training schedule and only after the player requested the club to provide the team's training schedule. In addition, the sole arbitrator notes that the club failed to communicate any training schedule to the player after 7 November 2022. The sole arbitrator notes that the club did not provide any justified reason for the player's individual training schedule. The sole arbitrator decides that the player has just cause to terminate his employment relationship with the club early.

Main issue n. 4

The sole arbitrator reasons that the following data is relevant to the calculation of the compensation: (1) whether the player had just cause to an early termination of the employment contract; (2) whether the player and the club had contractually agreed to a compensation amount beforehand; (3) whether the player terminated the employment contract within the protected period. In addition, the sole arbitrator reasons that the compensation due is equal to the financial rights due to the player until the expiration of the contractual term under the RJSTP. The sole arbitrator notes that the player had just cause to his employment contract early termination. In addition, the sole arbitrator notes that the player and the club had not agreed on a compensation amount beforehand. Furthermore, the sole arbitrator notes that the player terminated his employment contract within the protected period. The sole arbitrator notes that the total amount is EUR 87,096.77 net. However, the sole arbitrator reasons that mitigation applies. As such, the sole arbitrator notes that the total amount the club owes the player is EUR 87,096.77 – EUR 10,612.98. The sole arbitrator decides that the total compensation owed to the player is EUR 76,483.79.

Supporting issue

The sole arbitrator reasons that the RJSTP does not provide for any mitigating or aggravating factors related to the circumstances of an early termination of an employment contract with just cause. As such, the sole arbitrator reasons that he needs to interpret the parties' intentions. The sole arbitrator notes that the FIFA RSTP article 17 para. 1 applies as the parties agreed to it. In addition, the sole arbitrator notes that the FIFA provisions are to be considered prevailing over the provisions of the RFF as also mandated under the RFF Statutes. The sole arbitrator further reasons that mitigated compensation requires any player to make reasonable efforts to seek other employment opportunities. In addition, the sole arbitrator reasons that the non-breaching party is due compensation based on the principle of positive interest. As such, the sole arbitrator reasons that the injured party should be placed in the position it would have been had the contract been properly performed and not terminated prematurely. The sole arbitrator reasons that the non-breaching party must be compensated by receiving the amount contractually entitled to but not yet received, with a deduction for any remuneration already paid for the same period by the new club. The sole arbitrator notes that the player signed with another Romanian club. In addition, the sole arbitrator notes that the player would receive EUR 10,612.98 net. The sole arbitrator decides that mitigation applies.

**CAS 2023/A/9656 Răzvan Horj v. Club Sportiv Petrolul 52 Association & Romanian Football Federation****Main issue n. 5**

The sole arbitrator reasons that the *de novo* power limits the CAS' scope of review in accordance with the issues arising from the challenged decision. The sole arbitrator notes that the player did not seek the sanctioning of the club in the previous instance. As such, the sole arbitrator notes that he is unable to render a decision to impose a transfer ban on the club as it exceeds the reliefs sought previously. The sole arbitrator decides that the player's request for relief is inadmissible. As *obiter dicta*, the sole arbitrator considers that it would be doubtful whether the player would have standing to put forward such a request as the possibility to impose a sanction on the breaching party lies with the prerogatives of the member association in this case as the injured party has no legally protected interest in requiring the imposition of a sanction.

Main issue n. 6

The sole arbitrator reasons that it is not for CAS to reallocate the costs of the proceedings before previous instances. The sole arbitrator notes that the player requests to recover costs concerning the proceedings before the RFF Appeal Committee. The sole arbitrator decides the player is not entitled to recover such costs.

CAS 2024/A/10316**Zakho Sports Club v. Iraqi Football Association**Reference number: [CAS 2024/A/10316](#)

Award date: 10 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Zakho Sports Club

Iraq

LEGAL TEAM

Sports & Justice Law Firm | in Cairo, Egypt

Islam Hisham | Attorney-at-law

Shimaa Al Daly | Attorney-at-law

Ruiz-Huerta & Crespo | in Valencia, Spain

Alfonso Leon Lleo | Attorney-at-law

Gytis Rackauskas | Attorney-at-law

RESPONDENT

Member association

Iraqi Football Association

Iraq

LEGAL TEAM

Iraqi Football Association | in Baghdad, Iraq

Ali Saleem Jaber | Attorney-at-law

Abdelrahman Hashish | Attorney-at-law

SOLE ARBITRATOR

Jonathan Hall | Solicitor in Dubai, UAE

CATEGORY**Disciplinary****ISSUES***locus standi***RELEVANT RULES & REGULATIONS**

IFA Disciplinary Code

LANGUAGE

English

KEYWORDS

standing to be sued

CASELAW CITED

» ***Locus standi*, standing to be sued:** CAS 2013/A/3047; CAS 2015/A/3910; CAS 2016/A/4602; CAS 2016/A/4668; CAS 2020/A/7356.

**ORIGIN**

Iraqi Football Association Disciplinary Committee, appeal

Main issue n. 1**Does the club have standing to appeal?**

No, the club does not have standing to appeal as it lacks sufficient legal interest in the appealed matter.

Main issue n. 2**Did the club meet the required joinder criteria?**

No, the club should have summoned any potentially affected party as respondent in its appeal.

CAS 2024/A/10316**Zakho Sports Club v.
Iraqi Football Association****Before the Court of Arbitration for Sport**

- / **25 January 2024:** club filed statement of appeal
- / **11 March 2024:** club filed request for production of evidence
- / **March–May 2024:** member association filed some evidence
- / **16 May 2024:** club filed appeal brief
- / **23 June 2024:** member association filed answer
- / **26 June 2024:** sole arbitrator appointed
- / **14 August 2024:** sole arbitrator decided to hold online hearing
- / **4 September 2024:** CAS Court Office forwarded order of procedure to the parties
- / **20 September 2024:** sole arbitrator held online hearing
- / **10 March 2025:** sole arbitrator issued award

Background

The club played a match on 8 December 2023 against another Iraqi club for an Iraqi Football Association-backed league. Following the match, the latter club lodged a protest before the IFA Disciplinary Committee against the other Iraqi club for violation of the competition's regulations. The IFA Disciplinary Committee notified its decision to the club on 23 December 2023, upholding the club's protest. The IFA Disciplinary Committee notified the club of a new decision issued on 8 January 2024, setting aside its previous decision.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the IFA Disciplinary Committee decision. The member association filed its answer requesting that the sole arbitrator uphold the IFA Disciplinary Committee decision.

» CAS 2024/A/10316 Zakho Sports Club v. Iraqi Football Association

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; and (b) the IFA Disciplinary Committee decision is confirmed.

Main issue n. 1

The sole arbitrator reasons that the question of standing to sue/appeal or to be sued are matters related to the merits. In addition, the sole arbitrator reasons that standing to appeal relates to the appellant having sufficient legal interest in the appealed matter. The sole arbitrator notes that the club has no *prima facie* sufficient legal interest in challenging the appealed decision as it clearly affects another club and its supervisor. The sole arbitrator decides that the club does not have standing to appeal.

Main issue n. 2

The sole arbitrator reasons that the issue of standing to be sued must be resolved based on weighing the interests of the persons affected by the relevant decision. In addition, the sole arbitration reasons that it is key to consider which party is best suited to represent and defend the will expressed by the organ of the association. As such, the sole arbitrator reasons that he must assess whether it is appropriate to bind any party that is not involved in a hearing to the outcome of that hearing considering the need for fairness and the right to be heard. The sole arbitrator notes that the dispute involves parties other than the club and the member association, specifically the other Iraqi club. As such, the sole arbitrator notes that the club's claim does not meet standing to be sued requirements. The sole arbitrator decides that the member association lacks standing to be sued as the only responding party to these proceedings.

TAS 2024/A/10509**Yassine Chammakhi c.
Club Africain**Reference number: [TAS 2024/A/10509](#)

Award date: 17 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player**

Yassine Chammakhi



Tunisia

LEGAL TEAM

Olfa Ajmi | Attorney-at-law in Tunis, Tunisia

Global Sport | in Monastir, Tunisia

Ali Abbas | Attorney-at-law

Mohamed Rokbani | Attorney-at-law

RESPONDENT**Club**

Club Africain



Tunisia

LEGAL TEAM

Tarek Alaimi | Attorney-at-law in Belvédère, Tunisia

Dorra Mghirbi, paralegal | in Belvédère, Tunisia

SOLE ARBITRATOR

Alain Zahlan de Cayetti | Arbitrator in Paris, France

CATEGORY

Employment, Status & Transfer

ISSUES

termination

RELEVANT RULES & REGULATIONS

FTF RFP; art. 11

LANGUAGE

French

KEYWORDS

interest rate

CASELAW CITED

- » **Burden of proof, allocation:** CAS 2023/A/9438.
- » **Contractual interpretation, parties' intention:** CAS 2022/A/9282.
- » **Interest rate, applicable rate:** TAS 2018/A/5994.
- » **Remuneration, tax implications:** CAS 2015/A/4055; CAS 2018/A/6005; CAS 2020/A/6985.

ORIGIN

Fédération Tunisienne de Football National Appeals Committee, appeal

Main issue**Can the club deduct its tax obligations from the player's remuneration?**

No, the club cannot shift to the player the consequences of its failure to comply with tax regulations.

TAS 2024/A/10509**Yassine Chammakhi c.
Club Africain****Before the Court of Arbitration for Sport**

- / **16 April 2024:** player filed statement of appeal
- / **27 May 2024:** player filed appeal brief
- / **8 July 2024:** sole arbitrator appointed
- / **25 August 2024:** club filed answer
- / **17 September 2024:** sole arbitrator decided to hold online hearing
- / **23 September 2024:** CAS Court Office forwarded order of procedure to the parties
- / **5 November 2024:** sole arbitrator held online hearing
- / **17 March 2025:** sole arbitrator issued award

Background

The parties signed an employment agreement on 19 August 2020. The player sued the club at the *Fédération Tunisienne de Football* National Dispute Federal Committee for breach of contract on 24 December 2021. The FTF NDRC rendered its decision on 14 July 2022, accepting the player's claim and notifying its decision on 11 August 2022. The club filed its appeal before the FTF National Appeals Committee on 18 August 2022. The FTF NAC rendered its decision on 5 December 2023, amending the FTF NDRC decision and notifying its decision on 28 March 2024.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the *Fédération Tunisienne de Football* National Appeals Committee decision. The club filed its answer requesting that the sole arbitrator uphold the *Fédération Tunisienne de Football* National Appeals Committee decision.

» TAS 2024/A/10509 Yassine Chammakhi c. Club Africain

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is accepted; and (b) the *Fédération Tunisienne de Football* National Appeals Committee decision is amended.

Main issue

The sole arbitrator reasons that the club's failure to meet its tax obligations mandates that the club pay the player the contractually agreed remuneration. In addition, the principle of *nemo auditor propriam turpitudinem allegans* applies and the club cannot invoke its own wrongdoing to gain an advantage. The sole arbitrator notes that the club cannot shift to the player the consequences of its failure to comply with tax regulations. The sole arbitrator decides that the club must pay the player his contractually agreed gross salary without withholding tax.

CAS 2023/A/10223**NK Olimpija Ljubljana v. Union des Associations Européennes de Football (UEFA)**Reference number: [CAS 2023/A/10223](#)

Award date: 19 March 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club NK Olimpija Ljubljana	 Slovenia	 Confederation Union des Associations Européennes de Football (UEFA)	 Switzerland
LEGAL TEAM Golobič Osterman in Ljubljana, Slovenia Maruša Perko Attorney-at-law Drejc Osterman Attorney-at-law		LEGAL TEAM Lévy Kaufmann-Kohler in Geneva, Switzerland Antonio Rigozzi Attorney-at-law Patrick Pithon Attorney-at-law	
PANEL		President. Francesco Macrì Attorney-at-law in Piacenza, Italy	Arbitrator. Daan de Jong General counsel in Utrecht, the Netherlands
			Arbitrator. Juan Pablo Arriagada Aljaro Attorney-at-law in Belmont, Switzerland

CATEGORY**Disciplinary****ISSUES**

burden of proof; liability; sanction

RELEVANT RULES & REGULATIONS

UEFA Disciplinary Regulations; art. 16(2)

LANGUAGE

English

KEYWORDS

proportionality test; strict liability

CASELAW CITED

- » **Burden of proof, allocation:** CAS 2004/A/730; CAS 2005/A/968; CAS 2007/A/1380; CAS 2015/A/3909; CAS 2017/A/5336.
- » **Fan behaviour, strict liability:** CAS 2021/A/7736.
- » **Sanction, proportionality:** CAS 2012/A/2762; CAS 2013/A/3139; CAS 2019/A/6239.
- » **Standard of proof, comfortable satisfaction:** CAS 2022/A/9078.

**ORIGIN**

UEFA Appeals Body, appeal

Main issue**Is the official match report accurate?**

The official match report is presumed accurate.

Supporting issue**Is throwing a plastic cup into the field enough to warrant a disciplinary sanction?**

Yes, it does.

CAS 2023/A/10223

NK Olimpija Ljubljana v. Union des Associations Européennes de Football (UEFA)

Before the Court of Arbitration for Sport

- / **22 December 2023:** club filed statement of appeal
- / **8 January 2024:** club filed appeal brief
- / **11 March 2024:** confederation filed answer
- / **19 July 2024:** panel constituted
- / **5 August 2024:** panel decided to hold online hearing
- / **August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **30 September 2024:** panel held online hearing
- / **19 March 2025:** panel issued award

Background

On 24 August 2023, the club played and lost a home match against an Azerbaijani club in the play-off round of a UEFA competition. The UEFA match delegate and the referee reported several security incidents as well as the club players' improper conduct during the match.

UEFA opened disciplinary proceedings against the club. The UEFA Control, Ethics and Disciplinary Body rendered its decision on 24 October 2023, finding the club responsible for the players' improper conduct and the security incidents, especially the club's supporters throwing of plastics cups into the pitch. As such, the UEFA body fined the club while taking into consideration its recidivism. The club appealed before the UEFA Appeals Body on 27 October 2023. The club filed its grounds for appeal on 1 November 2023. The UEFA body confirmed the UEFA Control, Ethics and Disciplinary Body's decision on 15 December 2024.

The club filed its appeal with CAS requesting that the panel set aside the UEFA Appeals Body decision. The confederation filed its answer requesting that the panel uphold the UEFA Appeals Body decision.

» CAS 2023/A/10223 NK Olimpija Ljubljana v. Union des Associations Européennes de Football (UEFA)

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is partially upheld; (b) the UEFA Appeals Body decision is amended.

Main issue

The panel reasons that an official UEFA report is presumed to be accurate. In addition, the panel reasons that the party who alleges its inaccuracy has the burden of proving it. As such, the panel notes that the UEFA's statutory provision considering the match report to be accurate is a presumption that influences the burden of proof. Moreover, the panel notes that the club tried to rebut the accuracy of the match report. The panel notes that the club did not discharge its burden of proof accordingly. The panel decides that the official match report is presumed accurate.

Supporting issue

The panel reasons that the UEFA Disciplinary Regulations imposes penalties for throwing any object on the pitch that could potentially pose a danger. The panel notes that such provision includes plastic cups as there is a significant risk posed by throwing seemingly harmless items as their trajectory, speed, and force of impact can turn them into dangerous projectiles. The panel decides that throwing a plastic cup into the field is enough to warrant a disciplinary sanction.

CAS 2024/A/10756**FK “ZETA” Golubovci, Bojan Matanovic & Danilo Raicevic v. Football Association of Montenegro**Reference number: [CAS 2024/A/10756](#)

Award date: 26 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANTS**

Club

FK “ZETA” Golubovci

Player

Bojan Matanovic

Player

Danilo Raicevic



Montenegro

LEGAL TEAM

Miroje Jovanović | Attorney-at-law in Novi Sad, Serbia

RESPONDENT

Member association

Football Association of Montenegro



Montenegro

LEGAL TEAM

BFMS Rechtsanwälte | in Zurich, Switzerland

Marco Del Fabro | Attorney-at-law

SOLE ARBITRATOR

Jonathan Hall | Solicitor (England and Wales) in Dubai, UAE

CATEGORY

Procedural

ISSUES

Jurisdiction

RELEVANT RULES & REGULATIONS

CAS Code; art. R47

LANGUAGE

English

KEYWORDS

Lack of jurisdiction

CASELAW CITED

» Jurisdiction, appeal: CAS 2011/A/2472.

ORIGIN

Football Association of Montenegro Appeals Commission, appeal

Main issue

Does CAS have jurisdiction to hear an appeal pertaining to a dispute decided by the Football Association of Montenegro Appeals Commission?

No, CAS does not have jurisdiction.

CAS 2024/A/10756

**FK “ZETA” Golubovci, Bojan
Matanovic & Danilo Raicevic v.
Football Association of Montenegro**

Before the Court of Arbitration for Sport

- / **23 July 2024:** appellants filed statement of appeal
- / **23 July 2024:** appellants filed request for stay
- / **2 August 2024:** member association objected jurisdiction
- / **5 August 2024:** member association objected stay
- / **8 August 2024:** stay rejected
- / **4 September 2024:** legal aid granted
- / **4 September 2024:** appellants requested submission on bifurcation
- / **12 September 2024:** appellants filed submission
- / **12 September 2024:** appellants filed complementary submission
- / **23 September 2024:** sole arbitrator appointed
- / **29 October 2024:** sole arbitrator granted bifurcation
- / **22 November 2024:** member association filed submission
- / **26 November 2024:** member association filed evidence
- / **18 December 2024:** appellants filed comments
- / **19 December 2024:** sole arbitrator decided not to hold hearing
- / **26 March 2025:** sole arbitrator issued award

Background

On 27 May 2024, the club played a playoff match against another club which won the match. The match delegate’s report does not account for any misbehaviour. On 28 May 2024, the Football Association of Montenegro’s Competition Commission filed a complaint against the club and the players for alleged participation in irregularities during the match. On the same date, the match delegate submitted a supplementary report to the FAM Competition Commission at the request of its chairman. In his supplementary report, the match delegate states a noticeable passivity in the visiting team.

On 30 May 2024, the FAM Disciplinary Commission opened disciplinary proceedings against the club and the players. On 25 June 2024, the FAM DC rendered its decision, sanctioning the club and the players. On 2 July 2024, the club and the players filed an appeal before the FAM Appeals Commission. On 11 July 2024, the FAM Appeals Commission dismissed the the appeals and confirmed the FAM DC decision.

The club and the players filed their appeal with CAS requesting that the sole arbitrator set aside the FAM Appeals Commission decision. The member association objected to the CAS jurisdiction and filed its answer requesting that the sole arbitrator uphold the FAM Appeals Commission decision.

» CAS 2024/A/10756 FK “ZETA” Golubovci, Bojan Matanovic & Danilo Raicevic v. Football Association of Montenegro

MAIN LEGAL FINDINGS

The sole arbitrator decided that CAS does not have jurisdiction to decide the appeal filed by the club and the players against the decision of the FAM Appeals Commission.

Main issue

The sole arbitrator reasons that the CAS has power to decide upon its own jurisdiction in accordance with the Swiss Private International Law Act article 186. In addition, the sole arbitrator reasons that the CAS Code article 47(1) provides two conditions in order for the CAS to have jurisdiction in a dispute: (1) (a) the applicable statutes or regulations provide for an appeal against the appealed decision, or (b) the parties have concluded a specific arbitration agreement; (2) the appellants have exhausted internal legal remedies available to them prior to the appeal before CAS. The sole arbitrator notes that there is no provision in the member association's statutes or regulations that expressly provides for an appeal against the member association's Appeals Commission on a disciplinary matter. In addition, the sole arbitrator notes that the parties have not concluded a specific arbitration agreement on the matter. The sole arbitrator decides that CAS does not have jurisdiction to decide the appeal filed by the club and the players against the decision of the FAM Appeals Commission.

CAS 2022/A/9147**Mr Ali Khomand v.
Mr Hamed Lak**Reference number: [CAS 2022/A/9147](#)

Award date: 31 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Agent****Ali Khomand**

Iran

LEGAL TEAM**Ali Malihzadeh** | Attorney-at-Law in Teheran, Islamic Republic of Iran**RESPONDENT****Player****Hamed Lak**

Iran

LEGAL TEAM

None

SOLE ARBITRATOR**Jan Räker** | Attorney-at-law in Stuttgart, Germany**CATEGORY****Agents****ISSUES**

request for relief

RELEVANT RULES & REGULATIONS

CAS Code; art. R48

LANGUAGE

English

KEYWORDS

request for relief's minimum requirements

CASELAW CITED» **Burden of proof, allocation:** CAS 2015/A/3904.» **Statement of appeal, minimum requirements:** CAS 2003/A/534.**ORIGIN**

Islamic Republic of Iran Football Federation Appeal Committee, appeal

Main issue n. 1**Did the agent's request for relief meets the minimum requirements in accordance with the CAS Code?**

Yes, it does in line with a non-formalistic interpretation.

Main issue n. 2**Did the agent discharge his burden of proof in relation to the parties' agreement on a penalty clause?**

No, the agent did not discharge his burden of proof.

CAS 2022/A/9147

Mr Ali Khomand v.
Mr Hamed Lak

Before the Court of Arbitration for Sport

- / **16 September 2022:** agent filed statement of appeal
- / **18 October 2022:** CAS Court Office acknowledged impossibility of courier deliver to Iran
- / **18 October 2022:** CAS Court Office requested player's email address
- / **11 October 2022:** agent filed appeal brief
- / **17 October 2022:** agent provided player's email address
- / **18 October 2022:** CAS Court Office sent letter to player via email
- / **18 October 2022:** CAS Court Office invited IRIFF to participate
- / **16 November 2022:** agent requested hearing
- / **15 May 2023:** agent requested mediation
- / **4 July 2023:** sole arbitrator appointed
- / **11 July 2023:** agent provided other contact information
- / **July–August 2023:** CAS Court Office requested IRIFF case file
- / **25 September 2023:** CAS Court Office requested agent to provide proof of contact
- / **27 September 2023:** agent filed evidence
- / **11 December 2023:** CAS Court Office requested agent to provide proof of contact
- / **22–26 December 2023:** agent filed evidence
- / **30 January 2024:** CAS Court Office sent letter to player via WhatsApp
- / **18 February 2024:** player received the letter
- / **6 May 2024:** CAS Court Office sent letter to player via Swiss Post
- / **6 May 2024:** sole arbitrator decided to hold online hearing
- / **June–July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **2 July 2024:** sole arbitrator held online hearing
- / **5 July 2024:** agent filed submission
- / **8 July 2024:** agent filed new evidence
- / **31 March 2025:** sole arbitrator issued award

Background

The parties had an ongoing agency relationship from 2017 onwards. Later, the agent and the player signed an agency contract valid from 2 December 2019 to 2 December 2021. In the 2020 summer, the player negotiated a possible contract with a Iranian club by himself. The agent sent notices to the Iranian club and the Islamic Republic of Iran Football Federation warning that the player's conduct constituted a contractual violation. The player signed an employment contract with the Iranian club on 7 September 2020.

The player filed a claim against the agent before the Islamic Republic of Iran Football Federation Players' Status Committee on 9 September 2020, requesting the termination of the agency contract. The IRIFF PSC rendered its decision on 22 October 2022, terminating the agency agreement with effect of 10 August 2020. The agent filed a claim against the player before the IRIFF PSC for breach of contract on 21 November 2021. Upon an appeal by the agent, the IRIFF Appeal Committee set aside the first IRIFF PSC decision, declaring the termination of the agency agreement invalid. The IRIFF PSC dismissed the agent's claim on 17 July 2022. Upon an appeal by the agent, the IRIFF Appeal Committee confirmed the second IRIFF PSC decision. The IRIFF Appeal Committee communicated its decision's grounds on 29 August 2022.

The agent filed his appeal with CAS requesting that the sole arbitrator set aside the Islamic Republic of Iran Football Federation Appeal Committee decision. The player defaulted on his answer and did not file any submission during the proceeding before CAS.

» CAS 2022/A/9147 Mr Ali Khomand v. Mr Hamed Lak

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the agent is dismissed; and (b) the Islamic Republic of Iran Football Federation Appeal Committee's decision is confirmed.

Main issue n. 1

The sole arbitrator reasons that the CAS Code article R48 sets forth the elements that any statement of appeal must contain to validly start an appeal procedure before the CAS. In addition, the sole arbitrator reasons that the CAS Code allows for some flexibility for the completion of a statement of appeal. As such, the sole arbitrator reasons that this non-formalistic interpretation is the most compatible with the appellant's/claimant's right of access to a court, right to appeal (*in dubio pro actione*), and it does not violate, nor it is detrimental to the respondent's right of defense or right to be heard. However, the sole arbitrator reasons that the requested relief must be clearly determinable by other means, for instance, the interpretation of the appellant's/claimant's submissions and the evidence provided. The sole arbitrator notes the agent requested at least 10% of the amount of due by the Iranian club to the player as compensation, and that the player's employment contract with the Iranian club provides his remuneration. As such, the sole arbitrator notes that the player's remuneration is a concrete amount that amounts to a clear and unequivocal request in the agent's part. The sole arbitrator decides that the agent's request for relief is sufficiently clear to meet the requirements of the CAS Code article R48 under a non-formalistic interpretation.

Main issue n. 2

The sole arbitrator reasons the requesting party must discharge its burden of proof in relation to its claims. In addition, the sole arbitrator reasons that the rules on the burden of proof remain unaltered when the responding party chooses not to file any submission, nor to participate in a hearing. The sole arbitrator notes that the agent did not discharge his burden of proof in relation to player's agreement to the agency contract, nor its actual content. The sole arbitrator decides that the agent did not discharge his burden of proof accordingly. As *obiter dictum*, the sole arbitrator notes he would have considerable reservations against the fairness and the validity of the agency agreement between the parties as the agency contract establishes that the agent's remuneration for his services is considerably lower than the penalty clause, which incentivizes the agent to leave the player alone and secure a higher commission payment than what he otherwise would have received if he had fully rendered his services to the player.

CAS 2024/A/10543**Andrianirina Rajomazandri v.
Malagasy Football Federation
(FMF)**Reference number: [CAS 2024/A/10543](#)

Award date: 31 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player**

Andrianirina Rajomazandri



Madagascar

LEGAL TEAM

Sport Makers | in Cairo, Egypt

Nasir Eldin Azzam | Attorney-at-law

RESPONDENT**Member association**

Malagasy Football Federation



Madagascar

LEGAL TEAM

Not available

SOLE ARBITRATOR

Kwadjo Adjepong | Solicitor in London, United Kingdom

CATEGORY**Disciplinary****ISSUES**

due process; evidence; sanction

RELEVANT RULES & REGULATIONSMalagasy Football Federation Statutes;
art. 40**LANGUAGE**

English

KEYWORDSadverse inference; principle of legality;
right to be heard**CASELAW CITED**

- » **Burden of proof, allocation:** CAS 2009/A/1909.
- » **Evidence, adverse inference:** CAS 2004/A/645; CAS 2015/A/3883.
- » **Sanction, grounds:** CAS 2020/A/6920.

**ORIGIN**

Football Association of Montenegro Appeals Commission, appeal

Main issue n. 1**Does the member association executive committee have jurisdiction to impose a sanction on the player?**

No, the member association executive committee does not have jurisdiction in accordance with its statutes and regulations.

Main issue n. 2**Does adverse inference apply when a party fails to comply with document production order?**

Yes, adverse inference applies.

CAS 2024/A/10543

**Andrianirina Rajomazandri v.
Malagasy Football Federation
(FMF)**

**Before the Court of Arbitration for
Sport**

- / **30 April 2024:** player filed statement of appeal
- / **30 April 2024:** player requested expedited procedure
- / **30 April 2024:** player requested production of evidence
- / **7 May 2024:** expedited procedure rejected
- / **May–June 2024:** member association did not file evidence
- / **13 June 2024:** player filed request for provisional measures
- / **13 June 2024:** player requested to file new evidence
- / **24 June 2024:** member association did not respond
- / **25 June 2024:** player filed new evidence
- / **2 July 2024:** provisional measure granted
- / **31 July 2024:** legal aid granted
- / **13 August 2024:** sole arbitrator appointed
- / **August–September 2024:** member association did not file evidence
- / **8 September 2024:** player filed appeal brief
- / **10 October 2024:** sole arbitrator decided not to hold hearing
- / **6 November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **November 2024:** member association did not sign order of procedure
- / **16 November 2024:** member association sent two emails
- / **28 November 2024:** player filed submission
- / **November–December 2024:** member association did not respond
- / **31 March 2025:** sole arbitrator issued award

Background

On 22 September 2022, the player and a Malagasy club signed an employment agreement valor for one year. On 21 September 2023, the player's employment contract came to an end. The player signed an employment agreement with another Malagasy club, Fosa Juniors Club, on 31 October 2023. Fosa completed the player's registration process on 18 January 2024. The player played his first official match for Fosa on 20 January 2024 for a cup backed by the Malagasy Football Federation.

The Malagasy Football Federation director of competitions sent an email to both club on 16 February 2024 urging both clubs to initiate discussions with the aim of reaching an amicable agreement that would be beneficial for all parties involved, including the player due to complaints from both clubs regarding the status of the player. In his email, the FMF director of competition decided that the player would be suspended from participating in any official matches to preserve the integrity of competitions pending the resolution of his status. Fosa replied to the email on the same date and inquired about FMF's legal basis, which the FMF did not reply.

On 9 April 2024, the FMF Executive Committee issued a formal decision and notified it to the player on 10 April 2024, suspending the player for a period of two years from participating in matches backed by the FMF. The FMF did not provide the player with its decision grounds.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Malagasy Football Federation Executive Committee decision. The member association filed its answer requesting that the sole arbitrator uphold the Malagasy Football Federation Executive Committee decision.

» CAS 2024/A/10543 Andrianirina Rajomazandri v. Malagasy Football Federation (FMF)

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is upheld; and (b) the Malagasy Football Federation Executive Committee decision is set aside.

Main issue n. 1

The sole arbitrator reasons that the applicable legal framework must provide for clear jurisdiction when a decision-making body imposes a sanction on any person or entity subject to its jurisdiction. The sole arbitrator notes that the member association's statutes provide exclusive jurisdiction to its Disciplinary Committee for imposing disciplinary sanctions. As such, the sole arbitrator decides that the member association executive committee does not have jurisdiction to issue its decision, nor to impose a sanction on the player.

Main issue n. 2

The sole arbitrator reasons that a failure to comply with a document production order without justification subjects the non-complying party to adverse inference. The sole arbitrator notes that the FMF did not comply with the document production order and failed to meaningfully engage with the proceedings before CAS. As such, the sole arbitrator notes that the FMF's failure to provide any evidence and to justify its non-compliance subjects the player to a process that is procedurally unfair. The sole arbitrator decides that the FMF's non-compliance with the document production order gives rise to an adverse inference concerning the legitimacy of the suspension it imposed on the player.

CAS 2024/A/10574**Sportsklubben Brann v. Union des Associations Européennes de Football (UEFA)**Reference number: [CAS 2024/A/10574](#)

Award date: 31 March 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Sportsklubben Brann	 Norway	 Confederation Union des Associations Européennes de Football (UEFA)	 Switzerland
LEGAL TEAM Kluge Advokatfirma AS in Bergen, Norway Jan Magne Isaksen Attorney-at-law Erland Aarli Attorney-at-law		LEGAL TEAM Bär & Karrer Ltd in Zurich, Switzerland Emanuel Cortada Attorney-at-law Basil Kupferschmied Attorney-at-law	
PANEL	President. Leanne O'Leary Solicitor in Liverpool, United Kingdom	Arbitrator. Eirik Monsen Attorney-at-law in Oslo, Norway	Arbitrator. Massimo Coccia Professor and attorney-at-law in Rome, Italy

CATEGORY**Disciplinary****ISSUES**

discrimination; sanction

RELEVANT RULES & REGULATIONSUEFA Disciplinary Regulations, ed. 2022; art. 16
ECHR; art. 10**LANGUAGE**

English

KEYWORDS

freedom of expression; proportionality; reasonable onlooker

CASELAW CITED

- » **Burden of proof, allocation:** CAS 2009/A/1810 & 1811; CAS 2020/A/6796.
- » **Discrimination, reasonable onlooker:** CAS 2013/A/3324 & 3369; CAS 2019/A/6547; CAS 2022/A/9708.
- » **Evidence, exceptional circumstances:** SFT 4A_312/2012; SFT 4A_576/2012; SFT 4A_274/2013; CAS 2017/A/4946; CAS 2017/A/5369; CAS 2020/A/6994.
- » **Sanction, proportionality:** CAS 2012/A/2762; CAS 2013/A/3139; CAS 2015/A/4338; CAS 2017/A/5003; CAS 2018/A/5977; CAS 2019/A/6239.

ORIGIN

UEFA Appeals Body, appealW

Preliminary issue n. 1

Is the club request for evidence production regarding the expert witness adequate in accordance with the CAS Code?

Not, it is not.

Preliminary issue n. 2

Did the club show exceptional circumstances to produce the additional documents as new evidence?

Yes, the club showed exceptional circumstances accordingly.

Main issue

Is the chant "UEFA mafia" a provocative message of an offensive nature?

No, the majority of the panel is not persuaded to the level of comfortable satisfaction that the club's supporters chanting "UEFA mafia" during a match is a provocative message of an offensive nature.

CAS 2024/A/10574

Sportsklubben Brann v. Union des Associations Européennes de Football (UEFA)

Before the Court of Arbitration for Sport

- / **18 May 2024:** club filed statement of appeal
- / **28 May 2024:** club filed appeal brief
- / **26 June 2024:** panel constituted
- / **18 July 2024:** confederation filed answer
- / **22 July 2024:** panel decided to hold online hearing
- / **5 August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **6 August 2024:** club requested evidence production during hearing
- / **7 August 2024:** confederation objected
- / **7 August 2024:** club filed submission
- / **7 August 2024:** club filed new evidence
- / **8 August 2024:** club filed comments
- / **8 August 2024:** panel deemed comments inadmissible
- / **19 August 2024:** confederation object to new evidence
- / **20 August 2024:** panel denied evidence production
- / **20 August 2024:** panel deemed new evidence admissible
- / **2 September 2024:** panel held online hearing
- / **28 March 2025:** panel issued operative part
- / **31 March 2025:** panel issued award

Background

On 31 January 2024, the club played a home match against an Austrian club for the UEFA Women's Champions League 2023/2024. At the match's minute 30, a group of the club's supporters chanted "UEFA mafia" for approximately 20 seconds. The UEFA match delegate report recorded the incident.

On 1 February 2024, the confederation informed the club that it had opened disciplinary proceedings regarding the incident based on the UEFA match delegate report. The club did not submit any statement or evidence in its defense. On 28 February 2024, the UEFA Control, Ethics and Disciplinary Body concluded that the chant "UEFA mafia" as provocative and offensive. The UEFA CEDB decided that the club was liable for infringing the UEFA Disciplinary Regulations art. 16(2)(e) based on the principle of strict liability. As such, the UEFA CEDB sanctioned the club. The UEFA CEDB notified its decision's grounds on 5 March 2024.

On 7 March 2024, the club informed the confederation of its intention to appeal the UEFA CEDB decision. On 11 March 2024, the club submitted its grounds for appeal before the UEFA Appeals Body. The UEFA Appeals Body rendered its decision on 25 March 2024 and dismissed the club's appeal. The UEFA Appeals Body notified its decision's grounds on 8 May 2024.

It is noteworthy that the confederation fined the club on 23 April 2024 due to an incident that occurred during the UEFA Women's Champions League quarter-finals match between the club and an Spanish club played on 20 March 2024 at the club's grounds when the club's supporters held up a banners reading "UEFA mafia" and another mimicking a bank cheque that read "UEFA mafia – Five thousand Euros – using freedom of speech". The club appealed the UEFA CEDB decision, and the appeal has been stayed pending the outcome of these proceedings. In addition, the confederation notified the club of the opening of disciplinary proceedings in relation to chants of "UEFA mafia" at a UEFA Conference League 2024/25 match played at the club's grounds against a Dutch club on 1 August 2024. The disciplinary proceedings have been stayed pending the outcome of these appeal proceedings.

The club filed its appeal with CAS requesting that the panel set aside the UEFA Appeals Body decision. The confederation filed its answer requesting that the panel uphold the UEFA Appeals Body decision.

» CAS 2024/A/10574 Sportsklubben Brann v. Union des Associations Européennes de Football (UEFA)

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is upheld; and (b) the UEFA Appeals Body decision is set aside.

Preliminary issue n. 1

The panel reasons that the CAS Code art. R56 serves the purpose of ensuring the efficient and rapid resolution of CAS appeal proceedings. As such, the panel reasons that the parties are required to specify all evidence on which they intend to rely to prove their case in the appeal brief and the answer, respectively. Furthermore, the panel reasons that there is a consistent line of CAS jurisprudence that provides for a strict interpretation of the scope of “exceptional circumstances” under CAS Code art. R56. Moreover, the panel reasons that the Swiss Federal Tribunal has concluded previously that a party’s right to be heard is not infringed when a CAS panel denies the submissions of new evidence when that new evidence is submitted outside a prescribed time limit. The panel reasons that the CAS Code art. R51 requires the appellant to specify names of any witnesses and include a brief summary of their expected testimony when it files its appeal brief and that the application of CAS Code art. R56 precludes the appellant from adding to its witness list unless the respondent agrees or the president of the panel agrees to admit the witnesses on the basis of exceptional circumstances. The panel notes that the club requested the evidence production regarding the expert witness late. In addition, the panel notes that the confederation objected to this late request. Furthermore, the panel notes that the club did not show any exceptional circumstances regarding the production of that evidence late. The panel decides.

Preliminary issue n. 2

The panel reasons that the CAS Code art. R56 does not define exceptional circumstances. In addition, the panel reasons that the CAS jurisprudence establishes that a late submitted document containing a new fact or a *real novum* may be admitted to the file. The panel notes that the additional documents that the club seeks to add to the case file came into existence after these proceedings were commenced and contain new information about additional disciplinary proceedings against the club. In addition, the panel notes that the additional documents contain new information about the pattern of behaviour of the club’s supporters. Furthermore, the panel notes that the club did not delay the new evidence’s submission as it did so within two days of UEFA’s disciplinary letter dated 5 August 2024. Moreover, the panel notes that the confederation had the opportunity to make submissions on the additional documents, including at the hearing. The panel decides that the club’s request for the panel to admit additional documents as new evidence meet the exceptional circumstances test.

Main issue

The panel reasons that UEFA has a legitimate regulatory interest in securing public safety and preventing disorder or improper conduct during a football match. As such, the panel reasons that the UEFA DR holds a club strictly liable for supporters’ behaviour if certain proscribed conduct arises during or around a football match. In addition, the panel reasons that the UEFA DR art. 16’s purpose is to: (i) maintain order and security at competition matches by punishing supporter behaviour that threatens public order and security in and around a stadium or which disrupts a match; and (ii) deter future inappropriate behaviour by holding clubs to account through disciplinary proceedings and imposing strong

**CAS 2024/A/10574 Sportsklubben Brann v. Union des Associations Européennes de Football (UEFA)**

sanctions. Furthermore, the panel reasons that UEFA exercises discretion when determining the types of expression that are the subject of disciplinary proceedings. As such, the panel reasons that UEFA guides itself by universal standards of conduct and its regulatory experience of assessing safety and public order at its competitions when determining whether to prosecute conduct that arises in a transnational European football competition. The panel reasons that deference should be afforded to UEFA's discretion of determining which types of messages are provocative and not fit for a sports event. As such, the panel reasons that the reasonable onlooker test applies to determine objectively in the context in which they were made, whether gestures, words, objects or other means constitute a provocative message that is not fit for a sports event. The panel reasons that the reasonable onlooker is a person equipped with a general knowledge of European football that is well-informed of the totality of the case circumstances. The panel notes that it must assess whether the reasonable onlooker would consider a chant of "UEFA mafia" that lasted for approximately 20 seconds and was made by a group of Norwegian football supporters in response to a referee's decision that went against their team to be a provocative message of an offensive nature that is unfit for a sports event. The panel notes that the only evidence before it from which it could draw a conclusion regarding the meaning of the chant was the UEFA match delegate report. As such, the panel notes that it is obvious in criminal contexts that an English speaker using the term "mafia" would be understood to refer directly to a criminal organization. However, the panel notes that English speakers also use the term "mafia" outside a criminal context to refer to a group of like-minded people or a tight-knit group of people who control a particular situation and does not necessarily refer to or necessarily imply an involvement in criminal activity. The panel notes that a football match is not a criminal context and UEFA is clearly not a criminal organization. In addition, the panel notes that those associated with UEFA are not affiliated to the mob, including its referees. As such, the panel notes that the objective meaning to attribute to the chant during this specific match and in the present context is one that is consistent with the UEFA being a tight-knit group of like-minded people who control football. Nonetheless, the panel notes that that this meaning is pejorative and not complimentary, in certain contexts may fall on a spectrum of offensiveness. The majority of the panel decided that it is not persuaded to the level of comfortable satisfaction that the club's supporters chanting "UEFA mafia" during a match is a provocative message of an offensive nature.

CAS 2024/A/10878**Lennox Ogutu v.
Kenyan Football Association**Reference number: [CAS 2024/A/10878](#)

Award date: 2 April 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player**

Lennox Ogutu



Kenya

LEGAL TEAM

Derby Avocats | in Caen, France
Anthony Mottais | Attorney-at-law

RESPONDENT**Member association**

Kenyan Football Association



Kenya

LEGAL TEAM

Not available

SOLE ARBITRATOR

Frans M. de Weger | Attorney-at-law in Haarlem, The Netherlands

CATEGORY**Disciplinary****ISSUES**

admissibility; denial of justice; jurisdiction; sanction

RELEVANT RULES & REGULATIONS

KFA Constitution; arts. 67 and 69

LANGUAGE

English

KEYWORDS

damages; exhaustion of legal remedies; provisional suspension; temporal limit; time limit to appeal

CASELAW CITED

- » **Appeal, denial of justice:** CAS 2005/A/944; CAS 2015/A/4195; CAS 2015/A/4213; CAS 2017/A/5042; 2017/A/5086; CAS 2020/A/6921.
- » **Appeal, time limit:** CAS 2006/A/1139; CAS 2022/A/9056.
- » **Decision, essential elements:** CAS 2004/A/748; CAS 2007/A/1251; CAS 2008/A/1633; CAS 2015/A/4213; CAS 2020/A/6921 & 7297.
- » **Jurisdiction, claim for damages:** CAS 2014/A/3703; CAS 2022/A/9016.
- » **Jurisdiction, denial of justice:** TAS 2022/A/9056.
- » **Jurisdiction, exhaustion of legal remedies:** CAS 2019/A/6298; CAS 2022/A/8664.
- » **Provisional suspension, limits to:** CAS 2017/A/4969; CAS 2017/A/4987; CAS 2017/A/4998.
- » **Suspension, temporal limits to:** CAS 2017/A/4969; CAS 2017/A/4987; CAS 2017/A/4998.

ORIGIN

Kenyan Football Association, appeal

Preliminary issue**Does the KFA's inactivity amounts to denial of justice?**

Yes, it does and the player is exempted from exhausting internal legal remedies before appealing to CAS.

Main issue n. 1**Should the KFA-imposed suspension be lifted?**

Yes, it is appropriate, fair and just to lift the player's provisional suspension imposed by the KFA as it has lost its interim character.

Main issue n. 2**Should the decision to provisionally suspend the player be set aside?**No, the original decision is covered by *res judicata*.**Supporting issue****Is the letter a decision?**

Yes, the letter is a decision

Main issue n. 3**Does the KFA have to financially compensate the player for the harm caused by the denial of justice?**

No, the KFA does not need to financially compensate the player.

Supporting issue**Does CAS have jurisdiction to decide on a claim for damages based on denial of justice?**

The CAS has jurisdiction to decide on a claim for damages as it is based on the denial of justice and the player has no legal remedies available within the federation.

CAS 2024/A/10878**Lennox Ogutu v. Kenyan Football Association****Before the Court of Arbitration for Sport**

- / **19 September 2024:** player filed statement of appeal
- / **19 September 2024:** player requested provisional measure
- / **1 October 2024:** player filed appeal brief
- / **23 October 2024:** member association filed answer
- / **23 October 2024:** member association objected to jurisdiction
- / **29 October 2024:** player filed comments
- / **25 November 2024:** provisional measure granted
- / **7 January 2025:** sole arbitrator appointed
- / **28 January 2025:** sole arbitrator decided not to hold hearing
- / **28 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **2 April 2025:** sole arbitrator issued award

Background

The player signed an employment agreement with a Kenyan club on 17 November 2022. The Kenyan club received a letter in February 2023 regarding match-fixing allegations involving the player. The letter, dated 6 February 2023, informed the player that the Kenyan Football Association Integrity Department was investigating him and that he was provisionally suspended. The player sent an email to the FIFA Players' Status Department on 3 July 2023, requesting its intervention as the KFA had not been in contact with him since it had imposed the provisional suspension.

The player's counsel sent a letter to the KFA on 7 November 2023, seeking an update and requesting the lifting of the provisional suspension. The player's counsel sent reminders to the KFA on 8 January 2024 and on 9 March 2024. The KFA did not respond until March 2024, when the player claims to have received a letter dated 22 March 2024 via WhatsApp. The KFA letter summoned the player to appear before the KFA investigation officer on 25 March 2024. The player responded to the KFA, confirming his presence. The player attended the meeting with the KFA's investigation officer on 25 March 2024. The player's counsel sent a letter to the KFA on 12 April 2024. The player's counsel sent further reminders to the KFA on 26 May 2024 and 2 August 2024. The KFA did not respond.

The player filed his appeal with CAS requesting that the sole arbitrator declares the KFA's refusal to deal with the disciplinary case constitutes denial of justice, lifts the suspension the KFA imposed on the player, and sets aside the KFA's decision. The member association filed its answer requesting that the sole arbitrator determines that the player refers his complaint back to the KFA Appeals Committee. In addition, the member association objected to the CAS jurisdiction.

» CAS 2024/A/10878 Lennox Ogutu v. Kenyan Football Association

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is partially upheld; (b) the Kenyan Football Association's failure to deal with the disciplinary case of the player constitutes a denial of justice; and (c) the suspension imposed on the player by the member association is lifted.

Preliminary issue

The sole arbitrator reasons that denial of justice occurs if a judicial body fails to issue and communicate a decision following a party's request when accounting for urgency. In addition, the sole arbitrator reasons that a decision not to open a case or the absence of reaction in general must be considered as a decision subject to an appeal if there is a lacuna in the rules of the sports body regarding cases of inactivity and lack of answer to a request. Moreover, the sole arbitrator reasons that the absence of any viable opportunity to obtain a legally binding and challengeable clarification might likely have to be treated as denial of justice, which is treated as a decision subject to an appeal to the extent that such absence is fatal to the interests of the parties. As such, the sole arbitrator reasons that parties are protected under the denial of justice principle from the unreasonable delay in the issuance of a decision while blocking a party from appealing through its requirement of exhausting all the internal channels beforehand. The sole arbitrator notes that the member association has never provided the player with the case file or any evidence regarding the allegations against him. Furthermore, the sole arbitrator notes that the player warned the member association that he would consider that the member association refused to issue a decision, constituting a denial of justice. The sole arbitrator notes that the member association did not render a decision regarding the disciplinary proceedings that it opened against the player. In addition, the sole arbitrator notes that the member association did not indicate a timeline for a decision. The sole arbitrator notes that it is undisputed that the member association did not render a decision for the duration of almost two years, which constitutes an unjustified prolonged inaction that exceeds what can be considered a reasonable period. As such, the sole arbitrator notes that the member association is clearly blocking the player from appealing to the CAS through its requirement of exhausting all internal channels beforehand. The sole arbitrator notes that the player should be protected by the denial of justice principle. The sole arbitrator decides that the member's association failure to issue and duly communicate a decision regarding the disciplinary proceeding against the player constitutes denial of justice and the player has the right to appeal against the absence of a decision from the member association regarding the disciplinary case and the match-fixing allegations against him.

Main issue n. 1

The sole arbitrator reasons that suspensions gradually lose their essential interim character with the passage of time. As such, the sole arbitrator reasons that indefinite and indeterminable suspensions cannot be deemed as proportionate. In addition, the sole arbitrator reasons that the member association has the duty to limit the provisional suspension in time and to consider whether it seeks further suspension justified by new development and within the applicable framework. The sole arbitrator notes that the provisional suspension imposed on the player has remained in effect for a duration of almost two years and exceeds the permissible duration of a provisional suspension. As such, the sole arbitrator notes

» CAS 2024/A/10878 Lennox Ogutu v. Kenyan Football Association

that the provisional suspension has become indefinite. In addition, the sole arbitrator notes that KFA has failed to inform the player about the status of his case, despite several requests. The sole arbitrator notes that the KFA has not provided the player with the case file and evidence regarding the disciplinary case and the match-fixing allegations against him. Furthermore, the sole arbitrator notes that the KFA regulations do not contain any reference to a maximum duration for a provisional suspension. Lastly, the sole arbitrator notes that the KFA has not informed the player of a timeline for a final decision. The sole arbitrator decides that the KFA-imposed suspension should be lifted.

Main issue n. 2

The sole arbitrator reasons that *res judicata* applies when who has standing does not appeal the decision in a timely manner. As such, *res judicata* precludes a request to set aside such decision. The sole arbitrator notes that the player did not appeal the KFA decision that provisionally suspended him. As such, the player is precluded from requesting the annulment of the decision on the suspension. The sole arbitrator decides that the decision to provisionally suspend the player may not be set aside.

Supporting issue

The sole arbitrator reasons that the form of communication has no relevance to determine whether there exists a decision. In addition, the sole arbitrator reasons that the required elements for a decision are: (i) it is a unilateral act; (ii) it is addressed to one or more determined recipients; and (iii) it is intended to produce legal effects. As such, the sole arbitrator reasons that the decision must have *animus decidendi*. The sole arbitrator notes that the KFA letter endorses all the required elements. Moreover, the sole arbitrator notes that the KFA has: (i) sent the letter; (ii) directed the letter to the player; (iii) provisionally suspended the player. The sole arbitrator decides that the letter is a decision.

Main issue n. 3

The sole arbitrator reasons that the claiming party has the burden of proving damages. The sole arbitrator notes that the player did not appeal the original decision in which the KFA provisionally suspended him. In addition, the sole arbitrator notes that the player failed to provide evidence that could lead to a successful claim for damages. The sole arbitrator decides that the KFA does not need to financially compensate the player.

Supporting issue

The sole arbitrator reasons that the scope of CAS appeal arbitration proceedings is determined by the scope of the proceedings before the previous instance. However, the sole arbitrator reasons that a claim based on denial of justice when no decision has been issued may provide compensation as a remedy. As such, the sole arbitrator reasons that the CAS is competent to decide on claims for damages in cases where there are no legal remedies available for a party within the federation. In addition, the sole arbitrator reasons that the relevant factor in determining whether to decide on a claim for damages is the extent to which it relates to the subject of the matter at hand. The sole arbitrator notes that the KFA Constitution and the KFA regulations do not provide the player with the possibility to claim compensation for any damages. In addition, the sole arbitrator notes that the KFA Constitution excludes ordinary courts expressly. Moreover, the sole arbitrator notes that procedural efficiency requires that he adjudicate and decide on the player's claim for damages which is alleged to result directly from the KFA's denial of justice. As such, the sole arbitrator notes that the CAS is the forum competent to adjudicate and decide on the player's claim for damages. The sole arbitrator decides that CAS has jurisdiction to decide on the player's claim for damages based on denial of justice.

TAS 2024/A/10579**Jorge Danny Pazos Sánchez c.
Federación Ecuatoriana de Fútbol
(FEF)**Reference number: [TAS 2024/A/10579](#)

Award date: 2 April 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Official**

Jorge Danny Pazos Sánchez



Ecuador

LEGAL TEAM

Christian Fernando Morales Arcos | Attorney-at-law in Quito, Ecuador

RESPONDENT**Member association**

Federación Ecuatoriana de Fútbol (FEF)



Ecuador

LEGAL TEAM

Luis Játiva Jácome | Attorney-at-law in Quito, Ecuador

SOLE ARBITRATOR

Juliana María Giraldo Serna | Attorney-at-law in Cali, Colombia

CATEGORY**Disciplinary****ISSUES**

Jurisdiction; admissibility

RELEVANT RULES & REGULATIONS

FEF Statutes; art. 71

CAS Code; art. R47

LANGUAGE

Spanish

KEYWORDS

exhaustion of internal legal remedies

CASELAW CITED» **Appeal, exhaustion of internal legal remedies:** CAS 2010/A/2243, 2358, 2385 & 2411; CAS 2021/A/8034; CAS 2021/A/8138.» **Jurisdiction, appeal:** CAS 2005/A/952; CAS 2008/A/1602; CAS 2008/A/1708; CAS 2009/A/1910.» **Jurisdiction, Kompetenz-Kompetenz:** CAS 2004/A/748; CAS 2006/A/1190.**ORIGIN**

FEF Appeals Tribunal, appeal

Main issue**Did the player exhaust the FEF's internal legal remedies?**

No, the player did not exhaust the FEF's internal legal remedies.

TAS 2024/A/10579

Jorge Danny Pazos Sánchez c.
Federación Ecuatoriana de Fútbol
(FEF)

Before the Court of Arbitration for Sport

- / **15 May 2024:** official filed statement of appeal
- / **15 May 2024:** official filed appeal brief
- / **15 May 2024:** official requested provisional measure
- / **1 July 2024:** member association objected to provisional measure
- / **1 July 2024:** member association objected to jurisdiction
- / **1 July 2024:** sole arbitrator appointed
- / **11 July 2024:** member association filed answer
- / **17 October 2024:** sole arbitrator held hearing
- / **2 April 2025:** sole arbitrator issued award

Background

The *Asociación de Fútbol del Guayas* notified the official on 21 July 2023, according to which he was invited to attend to a disciplinary hearing. The notification did not include further information regarding the disciplinary proceedings. The AFG Disciplinary Committee rendered its decision on 15 August 2023, sanctioning the official with a two-year suspension and a fine. The official filed an appeal before the AFG Board on 18 August 2023. The official, then, filed a conservatory measure before the Ecuadorian Ordinary Courts on 19 December 2023.

The AFG filed a complaint before the *Federación Ecuatoriana de Fútbol* Disciplinary Committee on 4 March 2024. The FEF Disciplinary Committee opened disciplinary proceedings on 5 March 2024 and rendered its decision on 26 March 2024, sanctioning the official. The AFG filed an appeal before the FEF Appeals Tribunal on 3 April 2024. The official filed an appeal before the FEF Appeals Tribunal on 8 April 2024. The FEF Appeals Tribunal held a hearing on 23 April 2024 and rendered its decision on 24 April 2024, confirming the FEF Disciplinary Committee decision. The FEF Appeals Tribunal notified its decision on 26 April 2024.

The official filed his appeal with CAS requesting that the sole arbitrator set aside the FEF Appeals Tribunal decision as well as provisionally suspend the imposed sanction. The member association filed its answer requesting that the sole arbitrator uphold the FEF Appeals Tribunal decision, and objected to the provisional measure as well as to the CAS jurisdiction.

» TAS 2024/A/10579 Jorge Danny Pazos Sánchez c. Federación Ecuatoriana de Fútbol (FEF)

MAIN LEGAL FINDINGS

The sole arbitrator decided that the CAS has no jurisdiction to hear the appeal filed by the official.

Main issue

The sole arbitrator reasons that the party who wishes to appeal a decision must exhaust the internal legal remedies available first. The sole arbitrator notes that the official did not exhaust FEF's internal legal remedies before filing his appeal before the CAS. The sole arbitrator decides that the CAS does not have jurisdiction.

TAS 2021/A/8065**José Luis Granados Asprilla c.
Asociación Civil Club Deportivo
Mineros de Guayana**Reference number: [TAS 2021/A/8065](#)

Award date: 14 April 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player**

José Luis Granados Asprilla



Venezuela

LEGAL TEAM**Elena Mundaray** | Attorney-at-law in Caracas, Venezuela**Antonio Quintero** | Attorney-at-law in Caracas, Venezuela**RESPONDENT****Club**Asociación Civil Club Deportivo Mineros
de Guayana

Venezuela

LEGAL TEAM**Hermágoras Aguiar Rodríguez** | attorney-at-law in Caracas,
Venezuela**SOLE ARBITRATOR****Diego Ferrari** | Attorney-at-law in Buenos Aires, Argentina**CATEGORY****Employment, Status & Transfer****ISSUES**

termination

RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 12bis & 17

LOTT; arts. 123 & 128

LANGUAGE

Spanish

KEYWORDS

financial hardship; without just cause

CASELAW CITED

- » **De novo review, scope:** CAS 2007/A/1294; CAS 2007/A/1396 & 1402; CAS 2007/A/1426; CAS 2012/A/2874; CAS 2013/A/3314; CAS 2013/A/3889; CAS 2015/A/4122; CAS 2015/A/4166; CAS 2015/A/4167; CAS 2016/A/4656; CAS 2017/A/5333; CAS 2018/A/6040; CAS 2021/A/8318; TAS 2021/A/7850; TAS 2023/A/9420.
- » **Termination, financial hardship:** CAS 2014/A/3533; CAS 2016/A/4402; CAS 2018/A/5537; CAS 2018/A/5622; CAS 2018/A/5863; CAS 2021/A/7799.

ORIGINFederación Venezolana de Fútbol Dispute Resolution Chamber,
appeal**Main issue**

Did the club have just cause to terminate the player's employment contract?
No, the club did not have just cause.

TAS 2021/A/8065

José Luis Granados Asprilla c.
Asociación Civil Club Deportivo
Mineros de Guayana

Before the Court of Arbitration for Sport

- / **21 June 2021:** player filed statement of appeal
- / **Unknown date:** FVF renounced intervention
- / **12 July 2021:** player filed appeal brief
- / **5 October 2021:** sole arbitrator appointed
- / **22 October 2021:** club filed answer
- / **13 November 2021:** sole arbitrator decided to hold online hearing
- / **30 November 2021:** CAS Court Office forwarded order of procedure to the parties
- / **13 December 2021:** sole arbitrator held online hearing
- / **14 April 2025:** sole arbitrator issued award

Background

On 9 January 2019, the parties signed an employment agreement. On 1 January 2020, the parties extended the employment agreement's term. On 11 March 2020, the OMS declared the covid PHEIC. On 17 June 2020, the club summoned its players to resume in-person training. On 12 October 2020, the club travels to Valencia, Venezuela, to play. On 13 October 2020, the club informs the player he was not chosen to play in the tournament. On 22 October 2020, the Venezuelan players' union sent a default notice to the club. On 6 November 2020, the club unilaterally terminated the player's employment contract.

The player sued the club at the Federación Venezolana de Fútbol Dispute Resolution Chamber for outstanding remuneration on 9 April 2021. On 26 May 2021, the FVF DRC issued its decision, partially accepting the player's claim.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Federación Venezolana de Fútbol Dispute Resolution Chamber decision. The club filed its answer requesting that the sole arbitrator uphold the Federación Venezolana de Fútbol Dispute Resolution Chamber decision.

» TAS 2021/A/8065 José Luis Granados Asprilla c. Asociación Civil Club Deportivo Mineros de Guayana

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is partially upheld; and (b) the Federación Venezolana de Fútbol Dispute Resolution Chamber decision is amended.

Main issue

The sole arbitrator reasons that a unilateral termination of an employment contract by a club must be made in good faith, in a reasonable and proportionate manner. The sole arbitrator notes that the club's proposal was not proportional or reasonable. In addition, the sole arbitrator notes that financial hardship does not justify unilateral termination. The sole arbitrator decides that the club did not have just cause to terminate the player's employment contract.

TAS 2024/A/11020

Sa Majesté Sanga Balende c. Tout Puissant Mazembe & Fédération Congolaise de Football Association (FECOFA)

Reference number: [TAS 2024/A/11020](#)

Award date: 14 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT



Club

Sa Majesté Sanga Balende



DR Congo

LEGAL TEAM

Berlin Sports Law | in Lisbon, Portugal

Jan Schweele | Attorney-at-law

Thomás Prestes Bosak | Attorney-at-law

João Marcos Canola | Attorney-at-law

RESPONDENT N. 1



Club

Tout Puissant Mazembe



Congo

LEGAL TEAM

Altius | in Brussels, Belgium

Grégory Ernes | Attorney-at-law

Lotfi Bouhyaoui | Attorney-at-law

RESPONDENT N. 2



Member association

Fédération Congolaise de Football Association (FECOFA)



DR Congo

LEGAL TEAM

Innocent Kibundulu Kazadi | Secretary general, DR Congo

SOLE ARBITRATOR

Patrick Grandjean

Attorney-at-law in Belmont-sur-Lausanne, Switzerland

CATEGORY

Procedural

ISSUES

admissibility

RELEVANT RULES & REGULATIONS

CAS Code; art. R47

FECOFA Statutes; arts. 67, 68 & 74

LANGUAGE

French

KEYWORDS

denial of justice; time limit

CASELAW CITED

- » **Appeal, denial of justice:** TAS 2022/A/9056.
- » **Appeal, time limit:** SFT 4A_314/2017; SFT 4A_413/2019; SFT 4A_626/2020.
- » **Decision, essential elements:** CAS 2004/A/659; CAS 2004/A/748; CAS 2005/A/899; CAS 2007/A/1251; CAS 2008/A/1633; CAS 2015/A/4213; CAS 2017/A/5187; CAS 2018/A/5746; TAS 2021/A/7717.

ORIGIN

FECOFA, appeal

Main issue

Is the appeal filed by Majesté admissible?

No, the appeal filed by Majesté is inadmissible.

TAS 2024/A/11020

Sa Majesté Sanga Balende c. Tout Puissant Mazembe & Fédération Congolaise de Football Association (FECOFA)

Before the Court of Arbitration for Sport

- / **17 November 2024:** Majesté filed statement of appeal
- / **30 November 2024:** Mazembe objected to jurisdiction
- / **30 November 2024:** Mazembe objected to admissibility
- / **29 January 2025:** sole arbitrator appointed
- / **11 February 2025:** member association filed comments
- / **12 February 2025:** Majesté filed comments
- / **24 February 2025:** Mazembe filed comments
- / **3 March 2025:** Majesté filed comments
- / **14 April 2025:** sole arbitrator issued award

Background

On 3 July 2015, Majesté and Mazembe signed a transfer agreement that included a sell-on fee. On 1 July 2016, the player transferred from Mazembe to a Belgian club for a transfer fee and included a sell-on fee. On 31 January 2019, the player transferred from the Belgian club to a Turkish club for a transfer fee. In November 2019, the Congolese clubs' legal representatives exchanged emails regarding the initial sell-on clause. On 27 November 2019, Mazembe's counsel forwarded the email exchange to the member association's president. On 2 December 2019, the member association sent a letter to both clubs regarding the difference of perspective between the clubs. On 28 January 2021, Majesté filed a request for intervention by the member association to resolve the contractual dispute between it and Mazembe. On 28 January 2021, the member association acknowledged the receipt. On 3 March, 23 June, 8 July and 17 December 2021, Majesté followed up and received no updates. On 24 August 2022, Majesté threatened the member association with legal action for denial of justice. On 7 September 2022, the member association informed Majesté that it has asked Mazembe to state its position in order to rule fairly. On 12 September 2022, Majesté acknowledged the receipt of the member association's communication. On 18 October 2024, Majesté issued a formal notice to the member association, demanding a decision.

Majesté filed its appeal with CAS requesting that the sole arbitrator set aside the FECOFA decision. Mazembe and the member association filed their respective answers requesting that the sole arbitrator uphold the FECOFA decision.

» TAS 2024/A/11020 Sa Majesté Sanga Balende c. Tout Puissant Mazembe & Fédération Congolaise de Football Association (FECOFA)

MAIN LEGAL FINDINGS

The sole arbitrator decided that the appeal filed by Majesté is inadmissible.

Main issue

The sole arbitrator reasons that the CAS Code R49 sets that the time limit for appeal is twenty-one days from receipt of the decision being appealed in the absence of a time limit for appeal specific in the statutes or regulations of the body concerned. The sole arbitrator notes that the FECOFA statutes do not provide a specific time limit. In addition, the sole arbitrator notes that Majesté failed to appeal the FECOFA decision of 2 December 2019 in due time. The sole arbitrator decides that the appeal filed by Majesté is inadmissible.

CAS 2024/A/10443**Paul Pogba v.
NADO Italia**Reference number: [CAS 2024/A/10443](#)

Award date: 22 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Player Paul Pogba	 France	NADO NADO Italia	 Italy
LEGAL TEAM Morgan Sports Law in London, United Kingdom Mike Morgan Attorney-at-law Tom Seamer Attorney-at-law		LEGAL TEAM Procura Nazionale Antidoping in Rome, Italy Perfilippo Laviani Chief prosecutor	
PANEL	President. Hans Nater attorney-at-law in Zurich, Switzerland	Arbitrator. Jeffrey G. Benz attorney-at-law in Los Angeles, USA, and barrister in Londo, United Kingdom	Arbitrator. Martin Schimke attorney-at-law in Düsseldorf, Germany

CATEGORY**Other****ISSUES**

doping

RELEVANT RULES & REGULATIONS

ADSC; art. 11

LANGUAGE

English

KEYWORDS

degree of fault; mitigatory factors

CASELAW CITED

- » **Doping, athlete's degree of responsibility:** CAS 2016/A/4643; CAS 2017/A/5301.
- » **Doping, categories of fault:** CAS 2013/A/3327; CAS 2013/A/3335.
- » **Doping, *dolus eventualis*:** CAS 2016/A/4609; CAS 2018/A/5784; CAS 2020/A/7536.
- » **Doping, fault-based reductions:** CAS 2023/A/9451; CAS 2023/A/9455; CAS 2023/A/9456.
- » **Doping, no intention:** CAS 2015/A/2280; CAS 2023/A/9451; CAS 2023/A/9455; CAS 2023/A/9456.

ORIGIN

Italian Tribunale Nazionale Antidoping, appeal

Main issue

Is the player eligible to a sanction reduction due to no significant fault or negligence?

Yes, the player is eligible to a sanction reduction.

CAS 2024/A/10443**Paul Pogba v.
NADO Italia****Before the Court of Arbitration for Sport**

- / **21 March 2024:** player filed statement of appeal
- / **21 March 2024:** player requested confidentiality
- / **28 March 2024:** player requested confidentiality, including press releases
- / **12 April 2024:** player filed update statement of appeal
- / **12 April 2024:** player requested evidence production by NADO
- / **18 April 2024:** NADO objected to updated statement of appeal
- / **18 April 2024:** NADO objected to evidence production
- / **18 April 2024:** player filed comments
- / **10 May 2024:** panel constituted
- / **27 June 2024:** player filed appeal brief
- / **24 July 2024:** panel decided to hold hearing
- / **31 July 2024:** player filed new evidence
- / **5 August 2024:** panel decided to hold hearing in-person
- / **14 August 2024:** NADO objected to new evidence
- / **14 August 2024:** NADO filed answer
- / **20 August 2024:** player requested case management conference
- / **21 August 2024:** NADO objected
- / **27 August 2024:** player filed new evidence
- / **28 August 2024:** NADO objected
- / **28 August 2024:** player filed new evidence
- / **30 August 2024:** NADO objected
- / **30 August 2024:** panel held in-person hearing
- / **4 October 2024:** panel issued operative part
- / **22 April 2025:** panel issued award

Background

The player underwent an in-competition urine sample for doping control on 20 August 2023. The test came back positive for the presence of non-endogenous testosterone metabolites. The Procura Nazionale Antidoping notified the athlete on 11 September 2023. On the same date, Italian Tribunale Nazionale Antidoping ordered the immediate provisional suspension of the player. The player requested analysis of his B-sample on 13 September 2023. The B-sample analytical result confirmed the positive result on 6 October 2023. The player accepted the adverse analytical finding on 9 November 2023, admitting that he had committed an ADRV. The PNA requested the imposition of sanctions on the player on 16 November 2023. The NADO charged the player with the commission of an ADRV on 16 November 2023. The ITNA held a hearing on 28 February 2024. The ITNA rendered its decision on 22 March 2024, sanctioning the player with a disqualification for 4 years starting from 11 September 2023 and with ancillary economic sanctions.

The player filed his appeal with CAS requesting that the panel set aside the Italian Tribunale Nazionale Antidoping decision. The NADO filed its answer requesting that the panel uphold the Italian Tribunale Nazionale Antidoping decision.

» CAS 2024/A/10443 Paul Pogba v. NADO Italia

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the player is partially upheld; and (b) the Italian Tribunale Nazionale Antidoping decision is amended.

Main issue

The panel reasons that it must identify whether the appellant bears no significant fault or negligence to reduce the period of ineligibility based on the appellant's degree of fault. In addition, the panel reasons that it must assess two prerequisites for the application of a no significant fault or negligence reduction: (i) the appellant must prove how the prohibited substance entered the system; and (ii) the appellant must prove that any fault or negligence was not significant in relationship to the ADRV. The panel reasons that the appellant must do so by a balance of probability. Furthermore, the panel reasons that the point of departure for the level of care to be expected from athletes is their high responsibility to take care that no prohibited substance enters their system. As such, the panel reasons that there are three categories of fault: (i) significant degree of or considerable fault; (ii) normal degree of fault; and (iii) light degree of fault. The panel reasons that it is helpful to consider both the objective and the subjective level of fault to determine into which category of fault a particular case might fall and determine the factors of fault. The panel notes that the player met the first prerequisite at the hearing. In addition, the panel notes that the player met the second prerequisite when assessing the objective and subjective fault factors both against and favouring a reduction. As such, the panel notes that the player has satisfied his burden of proof that his ADV falls into the category of no significant fault or negligence and that his degree of fault is normal level. The panel decides that the player is eligible to a sanction reduction.

TAS 2024/A/10547

Pacífico Fútbol Club c. Federación Peruana de Fútbol & Asociación Deportiva de Fútbol Profesional de Segunda División

Reference number: [TAS 2024/A/10547](#)
Award date: 22 April 2025
Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N. 1	
 Club Pacífico Fútbol Club	 Peru	 Member association Federación Peruana de Fútbol	 Peru
LEGAL TEAM Antonio García Alcaraz Attorney-at-law in Terrassa, Spain		LEGAL TEAM Lucas Ferrer Attorney-at-law in Barcelona, Spain Luis Torres Attorney-at-law in Barcelona, Spain	
SOLE ARBITRATOR		RESPONDENT N. 2	
Kepa Larumbe Beain Attorney-at-law in Madrid, Spain		 League Asociación Deportiva de Fútbol Profesional de Segunda División	 Peru
		LEGAL TEAM Not available	

CATEGORY

Governance

ISSUES

membership

RELEVANT RULES & REGULATIONS

ADFP-SD statutes; art. 14

LANGUAGE

Spanish

KEYWORDS

renunciation

CASELAW CITED

None



ORIGIN

Federación Peruana de Fútbol Appeal Committee, appeal

Main issue

Did the club waive its participation in the league?

Yes, the club renounced its participation in the league's competition.

TAS 2024/A/10547

Pacífico Fútbol Club c. Federación Peruana de Fútbol & Asociación Deportiva de Fútbol Profesional de Segunda División

Before the Court of Arbitration for Sport

- / **2 May 2024:** club filed statement of appeal
- / **17 May 2024:** club requested evidence production
- / **3 June 2024:** member association filed evidence
- / **5 June 2024:** club requested evidence production
- / **15 August 2024:** club filed appeal brief
- / **22 August 2024:** sole arbitrator appointed
- / **7 October 2024:** member association filed answer
- / **8 October 2024:** sole arbitrator decided to hold hearing
- / **24 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **1 November 2024:** club filed new evidence
- / **4 November 2024:** sole arbitrator held hybrid hearing
- / **11 November 2024:** sole arbitrator issued operative part
- / **22 April 2025:** sole arbitrator issued award

Background

On 1 March 2013, the member association issued a resolution, provisionally authorizing the second division to organize the 2013 championship with 16 clubs, including temporary participants from Copa Perú 2012. On 14 April 2014, the member association issued a resolution, extending temporary licenses for 2014 and stating this would be the last time such licenses are granted. On 8 January 2015, the member association confirmed the league's request to hold the 2015 championship with 17 teams. On 15 January 2015, the club requested that the championship be held with only 10 clubs, excluding those with temporary licenses. On 18 March 2015, the league held an extraordinary general assembly to discuss the 2015 championship. On 19 March 2015, the league informed the club that the championship would include 14 clubs, 6 of which have temporary licenses. On 30 March 2015, the league approved the draft rules for the 2015 championship. On 31 March 2015, the league sent the club a letter outlining deadlines for registration requirements. The club replied with a formal letter, stating it would not participate if temporarily licensed clubs are included. On 6 April 2015, the club reiterated its refusal to participate. On 14 April 2015, the member association approved the 2015 championship rules and confirmed the participation of clubs with expired temporary licenses. On 28 April 2015, the member association reaffirmed its earlier decision. On the same date, the club submitted documentation to participate, reversing its earlier withdrawal. On 29 April 2015, the league held the fixture draw for the championship without the club. On 1 May 2015, the 2015 championship begins without the club. On 14 May 2015, the club filed a civil lawsuit challenging the league's assembly decisions. On 15 June 2015, the club attended the league's assembly discussing its membership status. On 18 June 2015 and 30 June 2015, the league held further assemblies with the club invited as a member. On 2 July 2015, the member association issued a letter, declaring the club's loss of category due to its decision not to participate. On 9 July 2015, the league sent a notarized letter to the club, confirming its disaffiliation due to loss of category.

On 30 July 2015, the club submitted a letter to the league, filing a complaint before the league's Justice Committee. On 2 February 2016, the league notified the club of its Justice Committee decision dated 26 Jan 2016, dismissing the club's claims. On 16 February 2016, the club appealed the league's Justice Committee decision before the member association's Appeal Committee. The club sent multiple letters from October 2017 to November 2023 to the member association requesting the FPF that its Appeal Committee decide the appeal. Meanwhile, on 8 June 2018, the member association informed the league that it is no longer authorized to manage professional football activities nationally as of 1 January 2019. On 12 April 2024, the FPF Appeal Committee issued its decision, dismissing the club's appeal and upholding the 2016 decision.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the Federación Peruana de Fútbol Appeal Committee decision. The member association filed its answer requesting that the sole arbitrator uphold the Federación Peruana de Fútbol Appeal Committee decision. The league defaulted on its answer.

» TAS 2024/A/10547 Pacífico Fútbol Club c. Federación Peruana de Fútbol & Asociación Deportiva de Fútbol Profesional de Segunda División

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; and (b) the Federación Peruana de Fútbol Appeal Committee decision is confirmed.

Main issue

The sole arbitrator reasons that a club may renounce participation in a competition unconditionally or conditionally. In addition, the sole arbitrator reasons that a league may consider that a club renounced its participation in a competition when the condition is met, if any. The sole arbitrator notes that the club opted to renounce its participation in the league's competition conditionally. In addition, the sole arbitrator notes that the condition has been met. The sole arbitrator decides that the club renounced its participation in the league's competition.

TAS 2024/A/10741**[A.] c. Fédération Sénégalaise de Football (FSF)**Reference number: [TAS 2024/A/10741](#)

Award date: 22 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Club [A.]	 Senegal	 Member association Fédération Sénégalaise de Football (FSF)	 Senegal
LEGAL TEAM [C.], attorney-at-law in [E.], France [D.], attorney-at-law in [E.], France		LEGAL TEAM Charles Russel Speechlys in Geneva, Switzerland Serge Vittoz Attorney-at-law	
PANEL	President. Carmen Núñez-Lagos Attorney-at-law in Paris, France	Arbitrator. Isabelle Fellrath Attorney-at-law in Lausanne, Switzerland	Arbitrator. Ulrich Haas Professor in Zurich, Switzerland and attorney-at-law in Hamburg, Germany

CATEGORY**Disciplinary****ISSUES***locus standi***RELEVANT RULES & REGULATIONS**

Swiss CO; art. 706

Swiss CC; art. 75

LANGUAGE

French

KEYWORDS

standing to be sued

CASELAW CITED

» **Locus standi, association:** ATF 132 III; SFT 4A_548/2019; SFT 4A_550/2019. TAS 2020/A/7329.

» **Locus standi, standing to be sued:** ATF 142 III 782; ATF 130 III 4171; ATF 125 III 82; ATF 128 III 50; ATF 114 II; AFT 126 III 59; ATF 107 II 82; ATF 104 II 209; SFT 4A_619/2016; SFT 4A_397/2018; SFT 4A_127/2022; CAS 2006/A/1206.

ORIGIN

Fédération Sénégalaise de Football Appeals Committee, appeal

Main issue**Is the other Senegalese club a mandatory respondent to these proceedings?**

Yes, the other Senegalese club is a mandatory respondent to these proceedings and the club failed to summon it.

TAS 2024/A/10741**10741 [A.] c. Fédération Sénégalaise de Football (FSF)****Before the Court of Arbitration for Sport**

- / **5 July 2024:** club filed statement of appeal
- / **15 July 2024:** club filed appeal brief
- / **13 September 2024:** club requested consolidation with TAS 2024/A/10747
- / **13 September 2024:** consolidation denied
- / **8 November 2024:** member association requested bifurcation
- / **13 November 2024:** club objected
- / **15 November 2024:** panel constituted
- / **25 November 2024:** panel decided to bifurcate
- / **4 December 2024:** member association filed submission
- / **11 December 2024:** club filed submission
- / **12 December 2024:** member association filed comments
- / **18 December 2024:** club filed comments
- / **19 December 2024:** member association filed comments
- / **13 January 2025:** panel decided to hold hearing
- / **27 January 2025:** panel held online hearing
- / **22 April 2025:** panel issued award

Background

On 30 December 2023, the club played a match for the FSF Ligue 1. Following the match, the club lodged a protest with the Ligue 1 Disciplinary Committee concerning the eligibility of the other club's player. On 8 May 2024, the Ligue 1 Disciplinary Committee notified its decision dated 18 April 2024, sanctioning the other Senegalese club and declaring the club the match's winner. On 13 May 2024, the other Senegalese club appealed the League 1 Disciplinary Committee decision before the FSF Appeals Committee. On 4 June 2024, the FSF Appeals Committee set aside the Ligue 1 Disciplinary Committee decision.

The club filed its appeal with CAS requesting that the panel set aside the Fédération Sénégalaise de Football Appeals Committee decision. The member association filed its answer requesting that the panel uphold the Fédération Sénégalaise de Football Appeals Committee decision.

» TAS 2024/A/10741 [A.] c. Fédération Sénégalaise de Football (FSF)

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is dismissed; and (b) the Fédération Sénégalaise de Football Appeals Committee decision is confirmed.

Main issue

The panel reasons that *locus standi* is a merits issue. In addition, the panel reasons that *locus standi* comprises both standing to sue/appeal and standing to be sued. Moreover, the panel reasons that any affected party has standing to be sued. As such, the panel reasons that any party who has been given a specific right by the association's decision must be joined to the proceedings to safeguard the party's right to be heard. The panel notes that the FSF regulations remain silent regarding *locus standi*. As such, the panel notes that Swiss law applies. In addition, the panel notes that the other Senegalese club has been granted a specific right by the member association's decision. As such, the panel notes that the other Senegalese club is an affected party. The panel decides that the other Senegalese club is a mandatory respondent to these proceedings and the club failed to summon it.

TAS 2024/A/10747**[A.] c. Fédération Sénégalaise de Football (FSF)**Reference number: [TAS 2024/A/10747](#)

Award date: 22 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Club [A.]	 Senegal	 Member association Fédération Sénégalaise de Football (FSF)	 Senegal
LEGAL TEAM [C.], attorney-at-law in [E.], France [D.], attorney-at-law in [E.], France		LEGAL TEAM Charles Russel Speechlys in Geneva, Switzerland Serge Vittoz Attorney-at-law	

PANEL	President. Carmen Núñez-Lagos Attorney-at-law in Paris, France	Arbitrator. Isabelle Fellrath Attorney-at-law in Lausanne, Switzerland	Arbitrator. Ulrich Haas Professor in Zurich, Switzerland and attorney-at-law in Hamburg, Germany

CATEGORY**Disciplinary****ISSUES***locus standi***RELEVANT RULES & REGULATIONS**

Swiss CO; art. 706

Swiss CC; art. 75

LANGUAGE

French

KEYWORDS

standing to be sued

CASELAW CITED

» **Locus standi, association:** ATF 132 III; SFT 4A_548/2019; SFT 4A_550/2019. TAS 2020/A/7329.

» **Locus standi, standing to be sued:** ATF 142 III 782; ATF 130 III 4171; ATF 125 III 82; ATF 128 III 50; ATF 114 II; AFT 126 III 59; ATF 107 II 82; ATF 104 II 209; SFT 4A_619/2016; SFT 4A_397/2018; SFT 4A_127/2022; CAS 2006/A/1206.

ORIGIN

Fédération Sénégalaise de Football Appeals Committee, appeal

Main issue**Is the other Senegalese club a mandatory respondent to these proceedings?**

Yes, the other Senegalese club is a mandatory respondent to these proceedings and the club failed to summon it.

TAS 2024/A/10747**[A.] c. Fédération Sénégalaise de Football (FSF)****Before the Court of Arbitration for Sport**

- / **10 July 2024:** club filed statement of appeal
- / **22 July 2024:** club filed appeal brief
- / **13 September 2024:** club requested consolidation with TAS 2024/A/10741 once again
- / **13 September 2024:** consolidation denied
- / **8 November 2024:** member association requested bifurcation
- / **13 November 2024:** club objected
- / **15 November 2024:** panel constituted
- / **25 November 2024:** panel decided to bifurcate
- / **4 December 2024:** member association filed submission
- / **11 December 2024:** club filed submission
- / **12 December 2024:** member association filed comments
- / **18 December 2024:** club filed comments
- / **19 December 2024:** member association filed comments
- / **13 January 2025:** panel decided to hold hearing
- / **27 January 2025:** panel held online hearing
- / **22 April 2025:** panel issued award

Background

On 21 December 2023, the club played a match for the FSF Ligue 1. Following the match, the club lodged a protest with the Ligue 1 Disciplinary Committee concerning the eligibility of the other club's player. On 27 May 2024, the Ligue 1 Disciplinary Committee notified its decision, sanctioning the other Senegalese club and declaring the club the match's winner. On 3 June 2024, the other Senegalese club appealed the League 1 Disciplinary Committee decision before the FSF Appeals Committee. On 4 June 2024, the FSF Appeals Committee set aside the Ligue 1 Disciplinary Committee decision.

The club filed its appeal with CAS requesting that the panel set aside the Fédération Sénégalaise de Football Appeals Committee decision. The member association filed its answer requesting that the panel uphold the Fédération Sénégalaise de Football Appeals Committee decision.

» TAS 2024/A/10747 [A.] c. Fédération Sénégalaise de Football (FSF)

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is dismissed; and (b) the Fédération Sénégalaise de Football Appeals Committee decision is confirmed.

Main issue

The panel reasons that *locus standi* is a merits issue. In addition, the panel reasons that *locus standi* comprises both standing to sue/appeal and standing to be sued. Moreover, the panel reasons that any affected party has standing to be sued. As such, the panel reasons that any party who has been given a specific right by the association's decision must be joined to the proceedings to safeguard the party's right to be heard. The panel notes that the FSF regulations remain silent regarding *locus standi*. As such, the panel notes that Swiss law applies. In addition, the panel notes that the other Senegalese club has been granted a specific right by the member association's decision. As such, the panel notes that the other Senegalese club is an affected party. The panel decides that the other Senegalese club is a mandatory respondent to these proceedings and the club failed to summon it.

TAS 2024/A/10893**Cristian Paul Arano Ruiz c Club Blooming**Reference number: [TAS 2024/A/10893](#)

Award date: 22 April 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player**

Cristian Paul Arano Ruiz



Bolivia

LEGAL TEAM

Alexandra Gómez Bruinewoud | Attorney-at-law

Bárbara Monzerrat Meré Carrión | Attorney-at-law

RESPONDENT**Club**

Club Blooming



Ecuador

LEGAL TEAM

Not available

SOLE ARBITRATOR

Diego Lennon | Attorney-at-law in Buenos Aires, Argentina

CATEGORY**Employment, Status & Transfer****ISSUES**

outstanding remuneration

RELEVANT RULES & REGULATIONS

FBF RNTHJ; arts. 41 & 58

LANGUAGE

Spanish

KEYWORDS

breach of contract

CASELAW CITED

None

**ORIGIN**

Federación Boliviana de Fútbol Superior Appeal Tribunal, appeal

Main issue**Did the FBF bodies have jurisdiction to hear the dispute?**

Yes, the FBF bodies had jurisdiction to hear the dispute.

TAS 2024/A/10893**Cristian Paul Arano Ruiz c
Club Blooming****Before the Court of Arbitration for
Sport**

- / **30 September 2024:** player filed statement of appeal
- / **9 October 2024:** player filed appeal brief
- / **20 December 2024:** sole arbitrator appointed
- / **22 April 2025:** sole arbitrator issued award

Background

The player sued the club at the Federación Boliviana de Fútbol Dispute Resolution Tribunal on 23, which issued its decision on 23 October 2023 and upheld the player's claim. The club appealed the FBF DRT decision before the FBF Superior Appeal Tribunal, which issued its decision on 3 September 2024 and partially upheld the club's appeal.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the FBF SAT decision. The club defaulted on its answer.

» TAS 2024/A/10893 Cristian Paul Arano Ruiz c Club Blooming

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is partially accepted; and (b) the Federación Boliviana de Fútbol Superior Appeal Tribunal decision is set aside.

Main issue

The sole arbitrator reasons that the FBF bodies are tribunals created by a private entity to resolve disputes arising from sports-related contract. The sole arbitrator notes that the parties concluded a sports-related contract. As such, the sole arbitrator notes that the FBF bodies have jurisdiction to hear any dispute arising from such contract, including bonuses. The sole arbitrator decides that the FBF bodies had jurisdiction to hear the dispute.

TAS 2024/A/10650**Jonathan Antonio López Gallo c.
FENIFUT**Reference number: [TAS 2024/A/10650](#)

Award date: 23 April 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player**

Jonathan Antonio López Gallo



Nicaragua

LEGAL TEAM

Astor Shermon Henríquez Cooper | Attorney-at-law in Tegucigalpa, Honduras

RESPONDENT**Member association**

Federación Nicaragüense de Fútbol



Nicaragua

LEGAL TEAM

Carlos Fernando Romero Marengo | Attorney-at-law in Managua, Nicaragua

SOLE ARBITRATOR

Gonzalo Bossart | Attorney-at-law in Santiago, Chile

CATEGORY**Disciplinary****ISSUES**

sanction; match-fixing

RELEVANT RULES & REGULATIONS

FENIFUT Disciplinary Code; art. 20 & 36

LANGUAGE

Spanish

KEYWORDSburden of proof; *de novo* review; procedural irregularity; standard of proof**CASELAW CITED**

- » **Burden of proof, allocation:** CAS 96/159; CAS 96/166; CAS 2012/A/2913.
- » **Burden of proof, sanction:** CAS 2009/A/1920.
- » ***De novo* review, procedural flaws:** CAS 94/129; CAS 98/211; CAS 2000/A/274; CAS 2000/A/281; CAS 2000/A/317; CAS 2002/A/378; CAS 2012/A/2913.
- » **Match-fixing, burden of proof:** CAS 2009/A/1920; CAS 2011/A/2426.
- » **Match-fixing, evidence:** CAS 2016/A/4650.
- » **Standard of proof, sanction:** CAS 2005/A/908; CAS 2016/A/4558.

**ORIGIN**

FENIFUT Appeal Committee, appeal

Main issue**Did the player commit a match-fixing offense?**

No, the member association failed to discharge its burden of proof that the player committed a match-fixing offense.

TAS 2024/A/10650**Jonathan Antonio López Gallo c.
FENIFUT****Before the Court of Arbitration for
Sport**

- / **27 May 2024:** player filed statement of appeal
- / **27 May 2024:** player requested legal aid
- / **6 June 2024:** player filed appeal brief
- / **21 August 2024:** legal aid granted
- / **9 September 2024:** member association filed answer
- / **9 September 2024:** member association objected to jurisdiction
- / **9 September 2024:** member association requested appeal inadmissibility
- / **30 September 2024:** player filed comments
- / **4 October 2024:** sole arbitrator appointed
- / **22 October 2024:** sole arbitrator held CMC
- / **22 October 2024:** sole arbitrator ordered evidence production
- / **October–November 2024:** member association filed evidence
- / **22 November 2024:** player filed comments
- / **23 December 2024:** member association filed submission
- / **27 December 2024:** player filed submission
- / **December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **23 April 2025:** sole arbitrator issued award

Background

On 2 November 2023, the FENIFUT Disciplinary Committee opened an investigation against the player for alleged match-fixing. On 9 January 2024, the FENIFUT Disciplinary Committee provisionally suspended the player. On 13 January 2024, the player appealed his provisional suspension. On 8 February 2024, the FENIFUT Disciplinary Committee issued its decision, sanctioning the player. On 18 March 2024, the player appealed the FENIFUT Disciplinary Committee decision before the FENIFUT Appeal Committee. The FENIFUT Appeal Committee issued its decision on 8 May 2024, confirming the FENIFUT Disciplinary Committee decision.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the FENIFUT Appeal Committee decision. The member association filed its answer requesting that the sole arbitrator uphold the FENIFUT Appeal Committee decision.

» TAS 2024/A/10650 Jonathan Antonio López Gallo c. FENIFUT

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is upheld; and (b) the FENIFUT Appeal Committee decision is set aside.

Main issue

The sole arbitrator reasons that the burden of proof lies with the regulatory body in disciplinary matters, such as match-fixing offenses. The sole arbitrator notes that the member association did not prove to the comfortable satisfaction of the sole arbitrator that the player engaged in match-fixing. The sole arbitrator decides that the member association failed to discharge its burden of proof that the player committed a match-fixing offense.

TAS 2024/A/11189

ACB 1904 SA v. Swiss Football League

Reference number: [TAS 2024/A/11189](#)

Award date: 24 April 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club
ACB 1904 SA



Switzerland

LEGAL TEAM

Brenno Martignoni Polti | Attorney-at-law in Bellinzona, Switzerland

RESPONDENT

League
Swiss Football League



Switzerland

LEGAL TEAM

Andrea Visani | Attorney-at-law in Lugano, Switzerland

SOLE ARBITRATOR

Michele A. R. Bernasconi | Attorney-at-law in Zurich, Switzerland

CATEGORY**Disciplinary****ISSUES**

sanction

RELEVANT RULES & REGULATIONS

Swiss Football League Disciplinary Regulations; art. 25
Swiss Football League Licensing Regulations; arts. 23 & 26

LANGUAGE

Italian

KEYWORDS

nulla poena sine lege; proportionality

CASELAW CITED

- » **Sanction, *nulla poena sine lege***: CAS 2023/A/9364.
- » **Sanction, proportionality**: CAS 2018/A/6239.

**ORIGIN**

Swiss Football League Appeal Tribunal, appeal

Main issue

Is the 3-point deduction sanction proportional?

No, the 3-point deduction sanction does not meet the proportionality test as it does not consider mitigating circumstances.

TAS 2024/A/11189

ACB 1904 SA v. Swiss Football League

Before the Court of Arbitration for Sport

- / **3 February 2025:** club filed statement of appeal
- / **3 February 2025:** club requested stay
- / **17 February 2025:** CAS Court Office invited parties to comment on expedited proceedings
- / **21 February 2025:** parties agreed to expedited proceedings
- / **26 February 2025:** CAS Court Office invited club to comment on request for stay
- / **27 February 2025:** club agreed request for stay moot
- / **28 February 2025:** club filed appeal brief
- / **12 March 2025:** sole arbitrator appointed
- / **14 March 2025:** league filed answer
- / **14 March 2025:** sole arbitrator decided to hold online hearing
- / **20 March 2025:** sole arbitrator held online hearing
- / **24 April 2025:** sole arbitrator issued award

Background

On 12 November 2024, the league's licensing manager notified the club that it missed a deadline in accordance with its Licensing Regulations and gave the club a supplemental time limit. The league's licensing manager sent a reminder to the club on 18 November 2024, which was its final deadline to send the appropriate documents for the licensing proceedings. The club sent documents to the league on that same day. The league's licensing manager replied, requesting the appropriate documents. The club partially complied with his request on due time, sending the remaining documents on 19 November 2024. The league's licensing manager requested that the league's Disciplinary Committee open disciplinary proceedings.

The league's Disciplinary Committee president opened disciplinary proceedings against the club on 25 November 2024. The league's Disciplinary Committee rendered its decision on 16 December 2024, sanctioning the club with a 3-point deduction and a fine. The club appealed the Disciplinary Committee's decision before the league's Appeal Tribunal on 23 December 2024. The league's Appeal Tribunal rendered its decision on 21 January 2025, confirming the Disciplinary Committee's decision.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the Swiss Football League Appeal Tribunal decision. The league filed its answer requesting that the sole arbitrator uphold the Swiss Football League Appeal Tribunal decision.

» TAS 2024/A/11189 ACB 1904 SA v. Swiss Football League

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is partially upheld; and (b) the Swiss Football League Appeal Tribunal decision is amended.

Main issue

The sole arbitrator reasons that the Swiss Football League Disciplinary Regulations art. 25 states that the judicial body must consider mitigating and aggravating circumstances when determining the appropriate sanction to a violation. The sole arbitrator notes that the Swiss Football League applied a sanction automatically without considering the dispute's context. The sole arbitrator decides to review the sanction in accordance with the proportionality principle.

TAS 2024/A/10578

Milton Javier Bolaños c. Ligapro & Comité de Apelaciones del Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil

Reference number: [TAS 2024/A/10578](#)

Award date: 28 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N. 1	
Player Milton Javier Bolaños	 Ecuador	League Liga Profesional del Fútbol del Ecuador (LigaPro)	 Ecuador
LEGAL TEAM Mariela Díaz Aragón Attorney-at-law in Guayaquil, Ecuador Carlos Segundo Díaz Guzman Attorney-at-law in Guayaquil, Ecuador		LEGAL TEAM Lucas Ferrer Attorney-at-law in Barcelona, Spain Joan Milà Attorney-at-law in Barcelona, Spain	
SOLE ARBITRATOR		RESPONDENT N. 2	
Kepa Larumbe Beain Attorney-at-law in Madrid, Spain		Dispute resolution body Comité de Apelaciones del Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil	 Ecuador
		LEGAL TEAM Ricardo Noboa Bejarano Attorney-at-law in Guayaquil, Ecuador Vincent Durin Cornet Attorney-at-law in Guayaquil, Ecuador Angel Hernandez Nuñez Attorney-at-law in Guayaquil, Ecuador	

CATEGORY

Disciplinary

ISSUES

match-fixing; sanction

RELEVANT RULES & REGULATIONS

FEF Disciplinary Code; arts. 6, 11 & 19

LANGUAGE

Spanish

KEYWORDS

delegation of powers; jurisdiction

CASELAW CITED

» **De novo review, scope:** CAS 2021/A/8334.

» **Delegation of powers, jurisdiction:** CAS 2019/A/6297.

ORIGIN

Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil Appeals Committee, appeal

Main issue

Does the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil have jurisdiction to hear the player's alleged disciplinary offense?

Yes, it does in accordance with the Federación Ecuatoriana de Fútbol delegation of powers' agreement with the LigaPro.

TAS 2024/A/10578

Milton Javier Bolaños c. Ligapro & Comité de Apelaciones del Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil

Before the Court of Arbitration for Sport

- / **14 May 2024:** player filed statement of appeal
- / **14 May 2024:** player requested provisional measures
- / **30 May 2024:** league objected
- / **12 July 2024:** league filed answer
- / **19 July 2024:** sole arbitrator appointed
- / **5 December 2024:** provisional measures denied
- / **18 December 2024:** sole arbitrator decided to hold hearing
- / **13 February 2025:** sole arbitrator held online hearing
- / **28 April 2025:** sole arbitrator issued award

Background

On 23 January 2023, the player signed an employment agreement with an Ecuadorian club. On 5 October 2023, the president of the club publicly announced that the player had been removed from the team due to an alleged involvement in sports betting. On 8 January 2024, the league opened disciplinary proceedings against the player. On 8 February 2024, the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil's Disciplinary Committee issued its decision, sanctioning the player. The player appealed the league's Disciplinary Committee decision before the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil's Appeals Committee. On 30 April 2024, the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil's Appeals Committee its decision, confirming the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil's Disciplinary Committee decision.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil decision. The appellants filed their respective answers requesting that the sole arbitrator uphold the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil decision.

» TAS 2024/A/10578 Milton Javier Bolaños c. Ligapro & Comité de Apelaciones del Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is dismissed; and (b) the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil decision is confirmed.

Main issue

The sole arbitrator reasons that the Federación Ecuatoriana de Fútbol delegated its power to adjudicate and resolve disciplinary disputes arising in competitions organized by LigaPro to the league. In addition, the sole arbitrator reasons that the delegation of powers' agreement mentions specifically a Disciplinary Committee and an Appeals Committee. Furthermore, the sole arbitrator reasons that the league has appointed the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil as an independent and autonomous body responsible for managing disciplinary disputes arising from professional competitions in the Ecuadorian National Football Championship Serie A and Serie B. The sole arbitrator notes match or competition manipulation disputes fall within disciplinary disputes. As such, the sole arbitrator notes that the dispute resolution body has jurisdiction to hear the player's alleged disciplinary offense. In addition, the sole arbitrator notes that the dispute resolution body offers a Disciplinary Committee and an Appeals Committee. As such, the sole arbitrator notes that the dispute resolution body follows the FEF delegation of powers' agreement with the league accordingly. The sole arbitrator decides that the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil has jurisdiction to hear the player's alleged disciplinary offense.

CAS 2024/A/10983**Solomon Safo Taylor v. Ghana Football Association**Reference number: [CAS 2024/A/10983](#)

Award date: 29 April 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player****Solomon Safo Taylor**

Ghana

LEGAL TEAM**FIFPRO** | in Hoofddorp, The Netherlands**Professional Footballers Association of Ghana** | in Accra, Ghana**Yussif Chibсах****RESPONDENT****Member association****Ghana Football Association**

Ghana

LEGAL TEAM**Beyuo & Company** | in Accra, Ghana**Naa Odofoley Nortey** | Attorney-at-law**PANEL****President.****Espen Auberg**Attorney-at-law in Oslo,
Norway**Arbitrator.****Christian Visser**Attorney-at-law in Amsterdam,
The Netherlands**Arbitrator.****Kwadjo Adjepong**Lawyer in London,
United Kingdom**CATEGORY****Disciplinary****ISSUES***de novo* review; sanction**RELEVANT RULES & REGULATIONS**

GFA Disciplinary Code, ed. 2019; art. 21

LANGUAGE

English

KEYWORDS

limitation period; damages; scope

CASELAW CITED

- » **De novo review, scope:** CAS 2007/A/1303; CAS2007/A/1396 & 1402; CAS 2007/A/1426; CAS 2009/A/1944; CAS 2010/A/2090; CAS 2012/A/2874; CAS 2016/A/4727.
- » **Evidence, abusive procedural behaviour:** CAS 2020/A/7499.
- » **Evidence, panel's discretion:** CAS 2017/A/5090.

ORIGIN

Ghana Football Association Appeals Committee, appeal

Main issue

Is the player entitled to compensation for the financial harm caused by the GFA Appeals Committee decision?

No, the player's request for damages falls outside the scope of the panel's *de novo* review.

CAS 2024/A/10983

Solomon Safo Taylor v.
Ghana Football Association

Before the Court of Arbitration for Sport

- / **5 November 2024:** player filed statement of appeal
- / **6 November 2024:** player requested stay
- / **22 November 2024:** member association objected
- / **2 December 2024:** player filed appeal brief
- / **4 December 2024:** stay granted
- / **9 December 2024:** panel constituted
- / **12 December 2024:** member association filed answer
- / **18 December 2024:** player requested evidence exclusion
- / **10 January 2025:** panel held case management conference
- / **28 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **29 January 2025:** evidence exclusion request denied
- / **5 February 2025:** player filed comments
- / **13 February 2025:** panel held online hearing
- / **29 April 2025:** panel issued award

Background

On 6 October 2013, a first Ghanaian club registered a football player named Charles Oppong who was born on 7 March 1992. His registration expired on 17 August 2015. On 19 May 2016, a second Ghanaian club registered the player under the name Solomon Safo Taylor for four days. He was transferred to a third Ghanaian club, where he was registered from 22 May 2016 to 29 September 2019. The player transferred to a Danish club on 29 September 2019 and then moved back to the third Ghanaian club. The player was, then, registered by a fourth Ghanaian club on 17 March 2021. The fourth Ghanaian club reported the player to the member association on 10 January 2024 for an alleged double registration and requested that the member association launch an investigation.

On 8 February 2024, the member association sent a letter that informed the player that it had charged him with violation of the GFA Disciplinary Code art. 21 for having falsified his name and previously being registered with the member association under the name Charles Oppong. The member association dropped the charges sometime between 8 February 2024 and 14 February 2024. Later, on 14 February 2024, the member association sent a letter to the player stating that it had charged him with a violation of the GFA Disciplinary Code art. 21 once more. On 15 February 2024, the player filed his reply and pleaded not guilty. On 15 April 2024, the GFA Disciplinary Committee rendered its decision. On the same day, the member association announced on X that the player had been suspended for 3 years. On 16 April 2024, the player sent a letter to the member association stating that he had not received the GFA DC decision and requested to be notified with the decision referred to on X. On 19 April 2024, the player received the GFA DC decision. On 22 April 2024, the player appealed the GFA DC decision to the GFA Appeals Committee. On 1 November 2024, the GFA notified the GFA Appeals Committee decision dated 29 May 2024 to the player confirming the GFA DC decision.

The player filed its appeal with CAS requesting that the panel set aside the Ghana Football Association Appeals Committee decision. The member association filed its answer requesting that the panel uphold the Ghana Football Association Appeals Committee decision.

» CAS 2024/A/10983 Solomon Safo Taylor v. Ghana Football Association

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the player is partially upheld; (b) the Ghana Football Association Appeals Committee decision is set aside; and (c) the player's claim against the member association for damages is dismissed.

Main issue

The panel reasons that the *de novo* review power of a panel cannot be construed as being wider than that of the appellate body. The panel notes that the player raised his request for damages for the first time in his statement of appeal before CAS. The panel decides that the player's request for damages falls outside the scope of the panel's *de novo* review.

CAS 2024/A/10836**Al Nasr Club v. Amash Mohamed Al Daihani et al.**Reference number: [CAS 2024/A/10836](#)

Award date: 30 April 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Al Nasr Club

Kuwait

LEGAL TEAM

Ali Abbes | Attorney-at-law in Monastir, Tunisia

Mohamed Rokbani | Attorney-at-law in Monastir, Tunisia

RESPONDENT

Official

Amash Mohamed Al Daihani**Abdullah Issa Al Mutairi****Fawaz Falah Al Mutairi****Fahd Obaid Al Mutairi****Ali Hussein Al Mutairi****Radan Saad Al Daihani****Nasser Adhal al Suwait****Mishari Faihan Al Mutairi****Faisal Dakhil Al Adwani****Dakhil Sabah Al Adwani**

Kuwait

LEGAL TEAM

Pedro Macieirinha | Attorney-at-law in Vila Real, Portugal

PANEL

President.

Luigi Fumagalli

Professor and attorney-at-law in Milan, Italy

Arbitrator.

Manfred Peter Nan

Attorney-at-law in Amsterdam, The Netherlands

Arbitrator.

James Drake KC

Barrister in London, United Kingdom

CATEGORY**Other****ISSUES**

elections

RELEVANT RULES & REGULATIONS

CAS Code; art. R56

LANGUAGE

English

KEYWORDS*res judicata***CASELAW CITED**

None

**ORIGIN**

Kuwaiti National Sports Arbitration Tribunal, appeal

Main issue

Does the appealed decision violate any res judicata force of the NSAT award of 7 April 2024 and of the Kuwaiti Court decision regarding that NSAT award?

No, it does not.

CAS 2024/A/10836

**Al Nasr Club v. Amash Mohamed
Al Daihani et al.**

Before the Court of Arbitration for Sport

- / **29 August 2024:** club filed statement of appeal
- / **12 September 2024:** NSTA renounced intervention
- / **5 October 2024:** club filed appeal brief
- / **4 November 2024:** officials filed answer
- / **12 November 2024:** panel constituted
- / **13 November 2024:** officials filed new evidence
- / **20 November 2024:** panel decided to hold case management conference
- / **2 December 2024:** panel held CMC
- / **3 December 2024:** panel decided to hold hearing
- / **2 December 2024:** club requested joinder
- / **13 December 2024:** officials objected
- / **3 February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **18 February 2025:** club requested evidence production
- / **19 February 2025:** officials objected
- / **20 February 2025:** panel held in-person hearing
- / **2 March 2025:** club filed new evidence
- / **10 March 2025:** officials objected
- / **30 April 2025:** panel issued award

Background

On 13 January 2019, the club's meeting of the general assembly took place to elect the members of its board of directors for the term 2019-2023. On 7 July 2022, the Public Authority of the Sport of the State of Kuwait adopted the circular 36 of Year 2022. The club's meeting of the general assembly took place to elect a new board of directors for the term 2023-2027 on 12 January 2023. On 15 January 2023, the president of the electoral committee resigned. On 18 January 2023, two officials (eight and ninth respondents) filed a claim with the Kuwaiti National Sports Arbitration Tribunal against the elected members of the board of directors for the term 2023-2027 and the former president of the electoral committee. On 18 June 2023, the electoral committee took note of the resignation of the electoral committee president and appointed its new president. On 4 July 2023, the club held its annual ordinary general assembly. On 30 October 2023, the NSAT issued an award, declaring the club's elections invalid. The president of the board of directors submitted a dispute concerning the enforcement of the award before the Kuwait Courts. In the meantime, the first board of directors was reinstated by the award. On 20 November 2023, another claim involving the club's election was submitted before the NSAT. On 25 December 2023, the executive office of the second board of directors met and decided to implement the award. On 26 December 2023, the second board handed over the club's affairs to the first board. On 27 December 2023, the head of the general directorate of implementation of the Kuwaiti Ministry of Justice attested that the handover was made in accordance with the award. On 27 December 2023, the executive office of the first board decided to hold elections of the new board members for the term 2024-2028. On the same date, a meeting of the club's electoral committee took place. On 15 January 2024, the executive office of the first board held a meeting adopting resolutions to replace an official (the tenth respondent). On 21 January 2024, the first board ratified the decision taken by its executive office on 27 December 2023 and on 15 January 2024. On 23 January 2024, a new claim was submitted before the NSAT. On 12 February 2024, a new claim was submitted before the NSAT. On 15 February 2024, the club's general assembly met presided over by the member of its electoral committee and elected a new board for the term 2024-2028. On 4 April 2024, the president of the electoral committee called a meeting of the general assembly. On 7 April 2024, the NSAT rendered an award in a dispute that challenged the handover. On 7 April 2024, the NSAT joined the remaining two proceedings. On 2 May 2024, another claim was filed before the NSAT. On 12 May 2024, the Kuwait Court issued a decision regarding the first NSAT award. On 10 June 2024, club's officials (eight and ninth respondents) filed a challenge to the court decision before the Kuwaiti Court of Cassation. On 19 June 2024, the NSAT issued a procedural order joining the three pending proceedings. On 12 August 2024, the NSAT rendered its award that invalidated the handover and ordered a new handover.

The club filed its appeal with CAS requesting that the panel set aside points 3 and 4 of the operative part of the Kuwaiti National Sports Arbitration Tribunal decision. The officials filed their answers requesting that the panel uphold the Kuwaiti National Sports Arbitration Tribunal decision.

» CAS 2024/A/10836 Al Nasr Club v. Amash Mohamed Al Daihani et al.

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is upheld; and (b) the Kuwaiti National Sports Arbitration Tribunal decision is amended.

Main issue

The panel reasons that it is relevant to determine the applicable law when defining the concept, limits and conditions of *res judicata*. The panel reasons that the conditions that must be met to invoke *res judicata* typically include the following: (i) a final judgment has been made; (ii) the parties involved are the same; (iii) the cause of action must be identical. Regarding the first condition, the panel notes that there must be a final judgment rendered by a court with proper jurisdiction and this judgment must be definitive and conclude the case by addressing the actual issues in the case. Regarding the second condition, the panel notes that the parties involved in the subsequent case must be the same as those in the original case. Regarding the third condition, the panel notes that the facts, issues, and legal grounds in both cases must be substantially the same. The panel notes that Kuwaiti law serve as *lex arbitri* when examining *res judicata* concerning the NSAT award and *lex fori* for the Kuwaiti Court decision. As such, the panel notes that Kuwaiti law are primarily relevant to determine whether a subsequent decision is precluded because of a preceding ruling. The panel notes that the parties have not directed the panel to any specific feature of Kuwaiti law in this respected. Furthermore, the panel notes that the conditions mentioned by the parties reflect a common approach to *res judicata*. As such, the panel notes that it is commonly intended to prevent the same case from being litigated more than once after a final judgment has been made. The panel notes further notes that it helps prevent repetitive litigation, promoting efficiency and legal certainty. The panel notes that no *res judicata* effect can be recognized as binding the NSAT when hearing the joined cases decided by the appealed decision. The panel notes that the parties are not the same on the arbitration proceedings, and there is no final decision on the Kuwaiti Court. The panel decides that the appealed decision does not violate any *res judicata* force of the NSAT award of 7 April 2024 and of the Kuwaiti Court decision regarding that NSAT award.

TAS 2020/A/7609**Michael Oneal Covea Uzcatégui c.
Club ACCD Mineros Guayana**Reference number: [TAS 2020/A/7609](#)

Award date: 30 April 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player****Michael Oneal Covea Uzcatégui**

Venezuela

LEGAL TEAM**Antonio Quinteros** | Attorney-at-law in Caracas, Venezuela**Elena Mundaray** | Attorney-at-law in Caracas, Venezuela**RESPONDENT****Club****Club ACCD Mineros de Guayana**

Venezuela

LEGAL TEAM**Gabriel Calleja** | Attorney-at-law in Caracas, Venezuela**Wilder Márquez** | Attorney-at-law in Caracas, Venezuela**SOLE ARBITRATOR****Anna Peniche** | Attorney-at-law in Mexico City, Mexico**CATEGORY****Employment, Status & Transfer****ISSUES**

termination

RELEVANT RULES & REGULATIONS

LOTT; arts. 18, 19, 22, 122, 141, 142, 190, 196

LANGUAGE

Spanish

KEYWORDS

termination agreement; interest rate

CASELAW CITED» **Interest rate, applicable rate:** TAS 2022/A/8735.» **Termination agreement, requirements:** TAS 2022/A/8735.**ORIGIN**

Federación Venezolana de Fútbol Dispute Resolution Chamber, appeal

Main issue n. 1**Did the termination agreement comply with its minimum requirements?**

No, the termination agreement does not comply with its minimum requirements.

Main issue n. 2**What is the applicable interest rate?**

The applicable interest rate is the maximum permitted by the Swiss public policy.

TAS 2020/A/7609

**Michael Oneal Covea Uzcatégui c.
Club ACCD Mineros Guayana**

Before the Court of Arbitration for Sport

- / **24 December 2020:** player filed statement of appeal
- / **20 January 2021:** player filed appeal brief
- / **15 February 2021:** player requested suspension
- / **15 February 2021:** club agreed
- / **16 February 2021:** request granted
- / **18 June 2023:** player requested amendment to appeal brief
- / **19 June 2023:** request denied
- / **25 July 2023:** player filed submission
- / **25 July 2023:** player requested evidence production
- / **24 October 2023:** legal aid granted
- / **31 October 2023:** sole arbitrator appointed
- / **20 November 2023:** club filed answer
- / **21 December 2023:** sole arbitrator decided to hold online hearing
- / **27 December 2023:** player filed new evidence
- / **8 January 2024:** club objected
- / **January 2024:** CAS Court Office forwarded order of procedure to the parties
- / **18 January 2024:** player waived evidence
- / **20 February 2024:** sole arbitrator held online hearing
- / **30 April 2025:** sole arbitrator issued award

Background

The parties signed an employment agreement on 29 June 2018. On 31 December 2018, the club offered the player a new employment contract with his remuneration set in USD, adding a termination agreement to it. On 9 January 2019, the parties agreed to the new employment agreement. On 13 March 2020, followed the covid PHEIC and the player remained at the club. On 12 October 2020, the player traveled to Valencia, Venezuela, with the club. On 16 October 2020, the player sent a default notice to the club. On 28 October 2020, the club ordered the player to attend an individual training session.

The player sued the club at the Federación Venezolana de Fútbol Dispute Resolution Chamber for outstanding remuneration on 18 November 2020. The FVF DRC issued its decision on 2 December 2020, dismissing the player's claim.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Federación Venezolana de Fútbol Dispute Resolution Chamber decision. The club filed its answer requesting that the sole arbitrator uphold the Federación Venezolana de Fútbol Dispute Resolution Chamber decision.

» TAS 2020/A/7609 Michael Oneal Covea Uzcatégui c. Club ACCD Mineros Guayana

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is partially upheld; and (b) the Federación Venezolana de Fútbol Dispute Resolution Chamber decision is amended.

Main issue n. 1

The sole arbitrator reasons that a termination agreement is valid in accordance with the Venezuelan LOTT if it meets the following minimum requirements: (i) it must be concluded after the end of the employment relationship; (ii) it must concern rights that are disputed; (iii) it must be in writing; and (iv) it must contain a detailed account of the facts that motivate it and the right it encompasses; and (v) it must ensure the principle that employees cannot waive their rights. The sole arbitrator notes that the termination agreement concluded between the player and the club is not valid. The sole arbitrator decides that the termination agreement does not comply with its minimum requirements.

Main issue n. 2

The sole arbitrator reasons the Venezuelan LOTT art. 128 sets the interest rate higher than the rate permitted by Swiss public policy. The sole arbitrator notes that the applicable interest rate is the maximum permitted by Swiss public policy. As such, the sole arbitrator notes that the applicable interest rate is 17% per *annum*. The sole arbitrator decides that the applicable interest rate is the maximum permitted by the Swiss public policy.

CAS 2024/A/11045**Football Federation of Kosovo v.
Romanian Football Federation &
UEFA**Reference number: [CAS 2024/A/11045](#)

Award date: 5 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Member association

Football Federation of Kosovo

Kosovo

LEGAL TEAM**Salvatore Civale** | Attorney-at-law in Nocera Inferiore, Italy**Daniele Muscarà** | Attorney-at-law in Rome, Italy**RESPONDENT N. 1**

Confederation

**Union des Associations
Européennes de Football (UEFA)**

Switzerland

LEGAL TEAM**Bär & Karrer AG** | in Zurich, Switzerland**Emanuel Cortada** | Attorney-at-law**Jonáš Gürtler** | Attorney-at-law**PANEL**

President.

Jordi López Batet

Attorney-at-law in Barcelona, Spain

Arbitrator.

Philippe J. Sands KC

Professor and barrister in London, United Kingdom

Arbitrator.

Omar Ongaro

Legal counsel in Dübendorf, Switzerland

RESPONDENT N. 2

Member association

Romanian Football Federation

Romania

LEGAL TEAM**Adrian Stangaciu** | Heard of the RFF Legal Department in
Bucharest, Romania**Paul F. Ciucur** | Attorney-at-law in Bucharest, Romania**CATEGORY****Disciplinary****ISSUES**

discrimination; sanction

RELEVANT RULES & REGULATIONS

UEFA DR; art. 27

UNLR; art. 25

Laws of the game; art. 5

LANGUAGE

English

KEYWORDS

3-step protocol; match forfeiture

CASELAW CITED

None

**ORIGIN**

UEFA Appeals Body, appeal

Main issue**Did the FFK forfeit the match?**

Yes, the FFK forfeited the match.

CAS 2024/A/11045

**Football Federation of Kosovo v.
Romanian Football Federation &
UEFA**

**Before the Court of Arbitration for
Sport**

- / **1 December 2024:** FKK filed statement of appeal
- / **11 December 2024:** RFF requested intervention
- / **13 December 2024:** FKK agreed
- / **20 December 2024:** UEFA agreed
- / **23 December 2024:** request granted
- / **30 December 2024:** FKK filed appeal brief
- / **30 January 2025:** RFF filed answer
- / **3 February 2025:** UEFA filed answer
- / **12 February 2025:** panel constituted
- / **14 February 2025:** RFF requested evidence production
- / **17 February 2025:** FKK filed comments
- / **18 February 2025:** request denied
- / **18 February 2025:** panel decided to hold hearing
- / **March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **23 March 2025:** FKK filed new evidence
- / **24 March 2025:** RFF agreed
- / **24 March 2025:** UEFA agreed
- / **24 March 2025:** new evidence admitted
- / **24 March 2025:** panel held in-person hearing
- / **5 May 2025:** panel issued award

Background

On 15 November 2024, a football match between the Romanian national team and the Kosovo national team took place in the National Arena Stadium in Bucharest, Romania, as part of the UEFA Nations League 2025 tournament. The Kosovar players left the pitch before the end of the match due to what they considered to be inappropriate chants by some of the Romanian fans and an alleged failure by the referee to act in relation to those chants. The Kosovar player decided not to return to the pitch and the referee ended the match early. After the match, the UEFA match delegate and the UEFA security officer submitted their respective reports.

On 16 November 2024, UEFA informed the FFK that it had opened disciplinary proceedings against it for the potential violation of the UEFA Disciplinary Regulations arts. 15(4), 27(1) and 27(4) in conjunction with the Regulations of the UEFA Nations League 2024/25 (UNLR) art. 25. The UEFA Appeals Body rendered its decision on 20 November 2024, sanctioning the FFK.

The Federata e Futbollit e Kosovës filed its appeal with CAS requesting that the panel set aside the UEFA Appeals Body decision. UEFA and the Federația Română de Fotbal filed their respective answers requesting that the panel uphold the UEFA Appeals Body decision.

» CAS 2024/A/11045 Football Federation of Kosovo v. Romanian Football Federation & UEFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the Football Federation of Kosovo is dismissed; and (b) the UEFA Appeals Body decision is confirmed.

Main issue

The panel reasons that the UEFA DR and the UNLR stipulate that if a match cannot be played in full, the member association responsible for that situation shall forfeit the match. The panel notes that it is undisputed that Romanian supporters chanted “Serbia, Serbia” during the match and that this led UEFA to start disciplinary proceedings against the RFF for unacceptable behaviour. However, the panel notes that the FFK failed to establish that the chants of “Kosovo is Serbia” were made during the match. In addition, the panel notes that it is undisputed that the Kosovar players left the pitch and did not come back later. The panel decides that the FFK forfeited the match.

CAS 2024/A/11058**The Romanian Football Federation
v. UEFA**Reference number: [CAS 2024/A/11058](#)

Award date: 5 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Member association

Romanian Football Federation

Romania

LEGAL TEAM**Adrian Stangaciu** | Heard of the RFF Legal Department in Bucharest, Romania**Paul F. Ciucur** | Attorney-at-law in Bucharest, Romania**RESPONDENT N.1**

Confederation

**Union des Associations
Européennes de Football (UEFA)**

Switzerland

LEGAL TEAM**Bär & Karrer AG** | in Zurich, Switzerland**Emanuel Cortada** | Attorney-at-law**Jonáš Gürtler** | Attorney-at-law**PANEL****President.****Jordi López Batet**
Attorney-at-law in Barcelona,
Spain**Arbitrator.****Daniel Cravo Souza**
Lawyer in Porto Alegre,
Brazil**Arbitrator.****Omar Ongaro**
Legal counsel in Dübendorf,
Switzerland**CATEGORY****Disciplinary****ISSUES**

Discrimination; sanction

RELEVANT RULES & REGULATIONS

UEFA DR; arts. 6.5, 14, 16 and 23

LANGUAGE

English

KEYWORDS

Proportionality test

CASELAW CITED» **Sanction, proportionality:** CAS 2015/A/3874; CAS 2016/A/4558; CAS 2017/A/5117; CAS 2018/A/5864; CAS 2019/A/6392.**ORIGIN**

UEFA Appeals Body, appeal

Main issue**Does the sanction imposed on the member association meet the proportionality test?**

Yes, it does.

CAS 2024/A/11058**The Romanian Football Federation
v. UEFA****Before the Court of Arbitration for
Sport**

- / **6 December 2024:** member association filed statement of appeal
- / **6 December 2024:** member association requested expedited proceedings
- / **13 December 2024:** Football Federation of Kosovo requested intervention
- / **19 December 2024:** expedited proceedings confirmed
- / **19 December 2024:** member association objected to intervention
- / **27 December 2024:** confederation objected to intervention
- / **31 December 2024:** member association filed appeal brief
- / **31 January 2025:** confederation filed answer
- / **6 February 2025:** apanel constituted
- / **10 February 2025:** intervention denied
- / **10 February 2025:** panel decided not to hold hearing
- / **February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **13 February 2025:** panel issued operative part
- / **5 May 2025:** panel issued award

Background

On 15 November 2024, a football match between the Romanian national team and the Kosovo national team took place in the National Arena Stadium in Bucharest, Romania, as part of the UEFA Nations League 2025 tournament. The Kosovar players left the pitch before the end of the match due to what they considered to be inappropriate chants by some of the Romanian fans and an alleged failure by the referee to act in relation to those chants. The Kosovar player decided not to return to the pitch and the referee ended the match early. After the match, the UEFA match delegate and the UEFA security officer submitted their respective reports.

On 16 November 2024, the confederation informed the member association of the opening of disciplinary proceedings against it for potential violation of UEFA regulations. On 20 November 2024, the UEFA Appeals Body issued its decision, sanctioning the member association.

The member association filed its appeal with CAS requesting that the panel set aside the UEFA Appeals Body decision. The confederation filed its answer requesting that the panel uphold the UEFA Appeals Body decision.

» CAS 2024/A/11058 The Romanian Football Federation v. UEFA

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the member association is dismissed; and (b) the UEFA Appeals Body decision is confirmed.

Main issue

The panel reasons that a certain degree of deference is required pertaining to the disciplinary decisions of the federations with respect to the proportionality of the sanctions. In addition, the panel reasons that a panel shall reassess sanctions imposed by the first instance sports governing body only when these are deemed to be grossly disproportionate. The panel notes that the sanctions UEFA imposed on the RFF are not disproportionate. The panel decides that the sanction imposed on the member association meets the proportionality test.

TAS 2023/A/9773**Federación Nicaragüense de Fútbol
c. Federación de Fútbol de Trinidad
y Tobago & CONCACAF**Reference number: [TAS 2023/A/9773](#)

Award date: 6 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Member association

Federación Nicaragüense de Fútbol

Nicaragua

LEGAL TEAM**Juan Manuel López** | Attorney-at-law in Mexico City, Mexico**Lucas Ferrer** | Attorney-at-law in Barcelona, Spain**Luis Torres** | Attorney-at-law in Barcelona, Spain**RESPONDENT N. 1**

Confederation

Federación de Fútbol de Trinidad y Tobago

Trinidad y Tobago

LEGAL TEAM**Josep F. Vandellós** | Attorney-at-law in Valencia, Spain**RESPONDENT N. 2**

Confederation

Confederación de Fútbol de la Asociación del Norte, Centroamérica y el Caribe

United States

LEGAL TEAM**Marc Cavaliero** | Attorney-at-law in Geneva, Switzerland**Jaime Cambreleng** | Attorney-at-law in Geneva, Switzerland**PANEL****President.****Ricardo de Buen Rodríguez**

Attorney-at-law in Mexico City, Mexico

Arbitrator.**Juan Pablo Arriagada Aljaro**

Attorney-at-law in Santiago, Chile

Arbitrator.**Alexander McLin**

Attorney-at-law in Lausanne, Switzerland

CATEGORY**Disciplinary****ISSUES**

Sanction

RELEVANT RULES & REGULATIONS

FIFA DC, ed. 2023; arts. 10 & 26

LANGUAGE

Spanish

KEYWORDS

Proportionality test

CASELAW CITED» **Sanction, discretion:** CAS 2011/A/2426.**ORIGIN**

CONCACAF Appeals Committee, appeal

Main issue**Are the disciplinary proceedings time-barred?**

No, the disciplinary proceedings are not time-barred.

TAS 2023/A/9773

Federación Nicaragüense de Fútbol c. Federación de Fútbol de Trinidad y Tobago & CONCACAF

Before the Court of Arbitration for Sport

- / **5 July 2023:** FNF filed statement of appeal
- / **5 July 2023:** FNF requested expedited proceedings
- / **11 July 2023:** FFTT agreed
- / **11 July 2023:** confederation agreed
- / **17 July 2023:** FNF filed appeal brief
- / **25 July 2023:** panel constituted
- / **11 August 2023:** confederation filed answer
- / **11 August 2023:** FFTT filed answer
- / **14 August 2023:** panel held hearing
- / **18 August 2023:** panel issued operative part
- / **6 May 2025:** panel issued award

Background

On 1 June 2023, the FFTT filed a complaint before the confederation that the FNF fielded an ineligible player. On the same date, the confederation informed FNF that it had opened disciplinary proceedings. The CONCACAF Disciplinary Committee issued its decision on 12 June 2023, sanctioning the FNF. On 13 June 2023, the FNF filed an appeal before the CONCACAF Appeals Committee. On 21 June 2023, the CONCACAF Appeals Committee issued its decision, dismissing the FNF's appeal and confirming the CONCACAF Disciplinary Committee decision. On 23 June 2023, the CONCACAF Appeals Committee notified its decision's grounds.

The FNF filed its appeal with CAS requesting that the panel set aside the CONCACAF Appeals Committee decision. The FFTT & the confederation filed their respective answers requesting that the panel uphold the CONCACAF Appeals Committee decision.

» TAS 2023/A/9773 Federación Nicaragüense de Fútbol c. Federación de Fútbol de Trinidad y Tobago & CONCACAF

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the FNF is dismissed; and (b) the CONCACAF Appeals Committee decision is confirmed.

Main issue

The panel reasons that the FIFA Disciplinary Code art. 10 states that the applicable statute of limitations is two years for infractions committed during a match and it runs from the latest infraction when considered to be recurrent. In addition, the panel reasons that it must define the proper interpretation of recurrent according to civil law. The panel further reasons that recurrent refers to something that happens again and again or reappears after an interval. The panel notes that the dispute concerns eight infractions ranging from 2019 to 2022. In addition, the panel notes that the confederation opened disciplinary proceedings for all infractions on 1 June 2023. The panel further notes that the player's improper registration occurred identically across multiple occasions and fits the definition of recurrence. As such, the panel notes that the two-year period starts from the latest of the eight infractions. The panel decides that the disciplinary proceedings are not time-barred.

TAS 2024/A/10541**Club Juan Aurich c. Federación Peruana de Fútbol**Reference number: [TAS 2024/A/10541](#)

Award date: 6 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Club Juan Aurich

Peru

LEGAL TEAM

Juan de Dios Crespo Pérez | Attorney-at-law in Valencia, Spain

Julio Manuel García Torres | Attorney-at-law in Lima, Peru

Agustín Amorós | Attorney-at-law in Lima, Peru

RESPONDENT N.1

Member association

Federación Peruana de Fútbol

Peru

LEGAL TEAM

Statim legal | in Barcelona, Spain

Lucas Ferrer | Attorney-at-law

Luis Torres | Attorney-at-law

PANEL**President.****Mariano Clariá**Attorney-at-law in Buenos Aires,
Argentina**Arbitrator.****Carlos del Campo**Attorney-at-law in Madrid,
Spain**Arbitrator.****Juan Pablo Arriagada Aljaro**Attorney-at-law in Santiago,
Chile**CATEGORY****Other****ISSUES**

Costs; licensing

RELEVANT RULES & REGULATIONS

CAS Code; art. R64

FPF Licensing Regulations; art. 24

LANGUAGE

Spanish

KEYWORDS

Minimum requirements

CASELAW CITED» **Irreparable harm, financial damages:**
CAS 2013/A/3297.**ORIGIN**

Federación Peruana de Fútbol Licensing Tribunal, appeal

Main issue**Does the club warrant a license issued by the member association to play in its Liga 2?**

No, the club does not meet essential requirements.

TAS 2024/A/10541

**Club Juan Aurich c. Federación
Peruana de Fútbol**

**Before the Court of Arbitration for
Sport**

- / **30 April 2024:** club filed statement of appeal
- / **16 May 2024:** club requested provisional measures
- / **16 May 2024:** club filed new evidence
- / **16 May 2024:** member association objected
- / **22 May 2024:** member association filed comments
- / **28 May 2024:** panel constituted
- / **30 May 2024:** club filed appeal brief
- / **7 June 2024:** provisional measures denied
- / **18 June 2024:** panel decided to hold hearing
- / **19 June 2024:** club filed new evidence
- / **8 August 2024:** club filed new evidence
- / **23 August 2024:** member association filed answer
- / **23 August 2024:** member association requested evidence production
- / **27 August 2024:** club filed comments
- / **10 September 2024:** panel held in-person hearing
- / **23 October 2024:** panel issued operative part
- / **6 May 2025:** panel issued award

Background

On 26 October 2023, the Federación Peruana de Fútbol licensing department notified the clubs that would take part on the Liga 2 regarding the beginning of the mandatory licensing application process, including the club. On 18 December 2023, on 29 January 2024, and on 12 February 2024 the FPF licensing department granted a deadline extension to the clubs that had to submit complementary documents or comply with pending obligations, including the club. On 19 February 2024, the FPF executive board modified the licensing requirements to make it more flexible as well as further extending the clubs' deadline to comply with it. On 4 March 2024, the FPF licensing department notified the club, stating that it did not comply with 4 out of 5 requirements for the license.

On 11 March 2024, the Federación Peruana de Fútbol Licensing Committee denied the club's license application. On 12 March 2024, the club appealed the decision before the Federación Peruana de Fútbol Licensing Tribunal. On 9 April 2024, the FPF Licensing Tribunal confirmed the FPF Licensing Committee decision. On 11 April 2024, the club appealed again before the FPF Licensing Tribunal. On 26 April 2024, the FPF Licensing Tribunal issued its decision, confirming the previous decisions.

The club filed its appeal with CAS requesting that the panel set aside the Federación Peruana de Fútbol Licensing Tribunal decision. The member association filed its answer requesting that the panel uphold the Federación Peruana de Fútbol Licensing Tribunal decision.

» TAS 2024/A/10541 Club Juan Aurich c. Federación Peruana de Fútbol

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is dismissed; and (b) the Federación Peruana de Fútbol Licensing Tribunal decision is confirmed.

Main issue

The panel reasons that a club must meet the requirements to warrant a license issued by the member association to play in a competition that it issues a license for. The panel notes that the club does not meet essential requirements to be eligible for the license issued by the member association. The panel decides that the club does not warrant a license issued by the member association to play in its Liga 2.

TAS 2024/A/10809

Kadji Sports Academy c. Ligue
Régionale de Football du Littoral &
Fédération Camerounaise de Football
(FECAFOOT)

Reference number: [TAS 2024/A/10809](#)

Award date: 7 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT



Club

Kadji Sports Academy



Cameroon

LEGAL TEAM

SCP Kadji - Woumbou | in Douala, Cameroon

Josette Kadji | Attorney-at-law

Alain Bruno Woumbou Nzetchie | Attorney-at-law

RESPONDENT N. 1



League

Ligue Régionale de Football du
Littoral



Cameroon

LEGAL TEAM

Not available

RESPONDENT N. 2



Member association

Fédération Camerounaise de
Football (FECAFOOT)



Cameroon

LEGAL TEAM

Lion d'Or Avocats | in Lausanne, Switzerland

Elie Elkaim | Attorney-at-law

Jonathan Borno | Attorney-at-law

SOLE ARBITRATOR

Jacques Radoux

legal advisor at the Court of Justice of the European Union,
Luxembourg

CATEGORY

Disciplinary

ISSUES

Locus standi

RELEVANT RULES & REGULATIONS

FECAFOOT Disciplinary Code; arts. 29 & 57

LANGUAGE

French

KEYWORDS

Standing to be sued; sufficient legal interest

CASELAW CITED

» **Answer, time limit:** CAS 2010/A/2235.

» **De novo review, scope:** TAS
2016/A/4569; CAS 2019/A/6483.

» **Legal interest, sufficient/reasonable:**
CAS 2008/A/1674; CAS 2015/A/3880;
CAS 2016/A/4602; CAS 2016/A/4784;
CAS 2016/A/4903; CAS 2017/A/5054;
CAS 2018/A/5888; CAS 2019/A/6086;
TAS 2022/A/9032.

» **Locus standi, merits issue:** ATF
125 III 82; CAS 2008/A/1639; TAS
2009/A/1828 & 1829.

ORIGIN

Ligue Régionale de Football du Littoral Regional Disciplinary &
Certification Committee, appeal

Main issue

Does the club have sufficient legal interest to be reinstated to the competition or to have its matches rescheduled?

No, the club does not have sufficient legal interest as the competition has ended.

TAS 2024/A/10809

**Kadji Sports Academy c. Ligue
Régionale de Football du Littoral
& Fédération Camerounaise de
Football (FECAFOOT)**

**Before the Court of Arbitration for
Sport**

- / **16 August 2024:** club filed statement of appeal
- / **27 August 2024:** club filed appeal brief
- / **3 September 2024:** member association requested league's exclusion
- / **26 September 2024:** respondents did not file answers
- / **27 September 2024:** member association requested new time limit
- / **8 November 2024:** sole arbitrator appointed
- / **22 November 2024:** new time limit denied
- / **22 November 2024:** sole arbitrator decided to hold online hearing
- / **29 November 2024:** club filed comments
- / **13 December 2024:** member association filed comments
- / **8 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **20 January 2025:** sole arbitrator held online hearing
- / **7 May 2025:** sole arbitrator issued award

Background

On 2 August 2023, the FECAFOOT secretary general issued a circular letter reminding stakeholders of the player registration periods for the 2023/2024 sporting season. On 19 October 2023, the club paid registration and licenses fees for 54 players. On 15 March 2024, the FECAFOOT secretary general issued another circular letter, recalling the deadline for amateur player registration. The club registered 54 players between 1 December 2023 and 11 April 2024 in the FIFA Connect system, three of those had licenses issued by FECAFOOT. The club fielded the available licensed players for the first four matches of the 2023/2024 regional championship. On 15 May 2024, the club sent a letter to the FECAFOOT secretary general to complain about delays in the issuance of the remaining 43 licenses. On 21 May 2024, the club requested the league's secretary general to stop scheduling its championship matches until the FECAFOOT resolved the licensing issue. The club did not appear for the matches corresponding to the next three rounds. On 29 and 30 May 2024, the club served notice on FECAFOOT. On 11 June 2024, the Ligue Régionale de Football du Littoral Regional Disciplinary & Certification Committee issued an ex parte decision, sanctioning the club. On 13 June 2024, the club filed an appeal before the FECAFOOT Appeals Committee. On 26 July 2024, the club requested conciliation before the Chamber of Conciliation and Arbitration of the Cameroon National Olympic and Sports Committee under emergency procedure.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the Ligue Régionale de Football du Littoral Regional Disciplinary & Certification Committee decision. The member association and the league defaulted on their answers.

» TAS 2024/A/10809 Kadji Sports Academy c. Ligue Régionale de Football du Littoral & Fédération Camerounaise de Football (FECAFOOT)

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; and (b) the Ligue Régionale de Football du Littoral Regional Disciplinary & Certification Committee decision is confirmed.

Main issue

The sole arbitrator reasons that the claimant must show sufficient legal interest in the outcome of the case at the time of appeal and when the decision is rendered. The sole arbitrator notes that the 2023/2024 regional championship has ended and its final standing has been determined without challenge. The sole arbitrator decides that the club does not have sufficient legal interest in being reinstated to the competition, nor to have its matches rescheduled, as the competition has ended.

TAS 2024/A/10459**Daniel José Dávila Torres c. Club Estudiantes de Mérida FC & FVF**Reference number: [TAS 2024/A/10459](#)

Award date: 9 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player****Daniel José Dávila Torres****LEGAL TEAM****Joaquín Alejandro Freites** | Attorney-at-law in Caracas, Venezuela**Daniel Henrique Pérez Pereda** | Attorney-at-law in Caracas, Venezuela**RESPONDENT N. 1****Club****Club Estudiantes de Mérida FC**

Venezuela

LEGAL TEAM**Asdrúbal Sánchez** | Attorney-at-law in Caracas, Venezuela**RESPONDENT N. 2****Member association****Federación Venezolana de Fútbol (FVF)**

Venezuela

LEGAL TEAM**Ivanna Fresan** | Attorney-at-law in Caracas, Venezuela**SOLE ARBITRATOR****Juliana María Giraldo Serna**

Attorney-at-law in Cali, Colombia

CATEGORY**Employment, Status & Transfer****ISSUES***De novo* review; statute of limitations**RELEVANT RULES & REGULATIONS**

FVF NDRC Procedural Rules; art. 13

LANGUAGE

Spanish

KEYWORDS

Scope; time barred

CASELAW CITED» *De novo* review; scope: CAS 2012/A/2874; CAS 2023/A/9519.**ORIGIN**

Federación Venezolana de Fútbol National Dispute Resolution Chamber, appeal

Main issue**Is the player's claim time barred?**

Yes, the player's claim is time barred.

TAS 2024/A/10459**Daniel José Dávila Torres c. Club Estudiantes de Mérida FC & FVF****Before the Court of Arbitration for Sport**

- / **26 March 2024:** player filed statement of appeal
- / **15 April 2024:** player filed appeal brief
- / **20 May 2024:** club filed answer
- / **3 June 2024:** sole arbitrator appointed
- / **18 July 2024:** member association filed appeal brief
- / **9 August 2024:** sole arbitrator decided to hold online hearing
- / **26 August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **2 September 2024:** sole arbitrator held online hearing
- / **9 May 2025:** sole arbitrator issued award

Background

The player and the club signed an employment agreement on 18 January 2019, valid until 31 December 2020. On 30 January 2024, the player sent a default notice to the club. The player sued the club at the Federación Venezolana de Fútbol National Dispute Resolution Chamber for outstanding remuneration on 20 February 2024. The FVF NDRC rendered its decision on 5 March 2024, dismissing the player's claim as time barred.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Federación Venezolana de Fútbol National Dispute Resolution Chamber decision. The club and the member association filed their respective answers requesting that the sole arbitrator uphold the Federación Venezolana de Fútbol National Dispute Resolution Chamber decision.

» TAS 2024/A/10459 Daniel José Dávila Torres c. Club Estudiantes de Mérida FC & FVF

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is dismissed; and (b) the Federación Venezolana de Fútbol National Dispute Resolution Chamber decision is confirmed.

Main issue

The sole arbitrator reasons that the FVF NDRC Procedural Rules limit the time to file a claim to two years after the occurrence of the condition that gives rise to it. The sole arbitrator notes that the player filed his claim before the FVF NDRC more than two years post facto. The sole arbitrator decides that the player's claim is time barred.

CAS 2024/A/10269**Cristian Stancu Ionuț v. Fotbal Club Rapid 1923 SA & Romanian Football Federation**Reference number: [CAS 2024/A/10269](#)

Award date: 12 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player**

Cristian Stancu Ionuț



Romania

LEGAL TEAM

Păna Cosmin Răzavn | Attorney-at-law in Bucharest, Romania

RESPONDENT N. 1**Club**

Fotbal Club Rapid 1923



Romania

LEGAL TEAM

Marian Mihail | Attorney-at-law in Bucharest, Romania

SOLE ARBITRATOR

Cesare Gabasio

Attorney-at-law in Turin, Italy

RESPONDENT N. 2**Member association**

Romanian Football Federation



Romania

LEGAL TEAM

Adrian Stangaciu | Legal counsel in Bucharest, Romania

Paul-Filip Ciucur | Attorney-at-law in Bucharest, Romania

CATEGORY**Disciplinary****ISSUES***de novo* review; *locus standi*; sanction; sporting succession; statute of limitations**RELEVANT RULES & REGULATIONS**

CAS Code; art. R57

FIFA DC; art. 15

RFF DC; arts. 85, 116 & 123

LANGUAGE

English

KEYWORDScreditor's diligence; *nulla poena sine lege*; referral; standing to be sued; time barred**CASELAW CITED**

- » **Applicable law, regulations:** CAS 2014/A/3276; CAS 2021/A/8331.
- » ***De novo* review, scope:** CAS 2020/A/6916; CAS 2020/A/6950; CAS 2021/A/8334.
- » **Dispute, vertical nature:** CAS 2021/A/8331; CAS 2021/A/8433; CAS 2022/A/8758.
- » ***Locus standi*, merits issue:** CAS 2017/A/5359; CAS 2018/A/5888; CAS 2019/A/6646.
- » ***Locus standi*, standing to appeal:** CAS 2015/A/3880.
- » ***Locus standi*, vertical dispute:** CAS 2020/A/6922; CAS 2021/A/8331.
- » **Regulatory interpretation, incorporation:** CAS 2012/A/2900.
- » **Sanction, enforcement:** CAS 2020/A/6713; CAS 2020/A/6922.
- » **Sanction, *locus standi*:** CAS 2020/A/6922.
- » **Sanction, *nulla poena sine lege*:** CAS 2023/A/9364.
- » **Sporting succession, origin:** CAS 2020/A/7092; CAS 2021/A/8061.

ORIGIN

Romanian Football Federation Appeal Committee, appeal

Main issue**Did the player act with due diligence in taking action to recover his credit towards the original debtor?**

The player acted diligently in taking action to recover his credit towards the original debtor.

CAS 2024/A/10269

**Cristian Stancu Ionuț v. Fotbal Club
Rapid 1923 SA & Romanian Football
Federation**

Before the Court of Arbitration for Sport

- / **2 January 2024:** player filed statement of appeal
- / **1 February 2024:** player filed appeal brief
- / **28 February 2024:** player requested legal aid
- / **19 September 2024:** legal aid granted
- / **17 October 2024:** club filed answer
- / **18 October 2024:** member association filed answer
- / **29 November 2024:** sole arbitrator appointed
- / **13 December 2024:** sole arbitrator decided to hold online hearing
- / **13 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **15 January 2025:** sole arbitrator held online hearing
- / **12 May 2025:** sole arbitrator issued award

Background

On 3 September 2012, the CAS panel upheld the player's appeal under CAS 2011/A/2613 against S.C. Fotbal Rapid București SA. On 3 September 2012, the CAS notified the panel's award grounds to the player and the original debtor. On an unspecified date, the original debtor went into bankruptcy. The player registered his claim into the bankruptcy proceedings of the original debtor and had been admitted as a creditor.

On 19 September 2022, the player filed a claim before the Romanian Football Federation Disciplinary and Ethics Committee against the club as the original debtor's sporting successor as the relevant amounts had yet to be paid. On 12 April 2023, the RFF DC rendered its decision, dismissing the player's claim. Subsequently, the player lodged an appeal before the Romanian Football Federation Appeal Committee. The RFF AC rendered its decision on 2 November 2023, declaring the player's appeal inadmissible. The RFF notified its decision's grounds to the parties on 12 December 2023.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Romanian Football Federation Appeal Committee decision. The club and the member association filed their respective answers requesting that the sole arbitrator uphold the Romanian Football Federation Appeal Committee decision.

» CAS 2024/A/10269 Cristian Stancu Ionuț v. Fotbal Club Rapid 1923 SA & Romanian Football Federation

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is upheld; (b) the Romanian Football Federation Appeal Committee decision is set aside; and (c) the case is referred back to the Romanian Football Federation Disciplinary and Ethics Committee.

Main issue

The sole arbitrator reasons that the creditor must act diligently by looking to recover his credits against the original debtor to enforce the credits against the original debtor's sporting successor. The sole arbitrator notes that the player promptly took actions before the competent RFF bodies to obtain recognition of his credits towards the original debtor. In addition, the sole arbitrator notes that the player filed his claim into the bankruptcy proceedings of the original debtor in due time and had been admitted as a creditor. As such, the sole arbitrator notes that the player did not remain passive or uninterested in pursuing his claim. The sole arbitrator notes that the *electa una via non datur recursus ad alteram* principle does not apply to the case as the original debtor and its sporting successor are not the same subjects. Moreover, the sole arbitrator notes that it is irrelevant that the player brought his claim against the club four years after its incorporation as the timeliness of his action should be affirmed by the mere fact that he filed such a claim within five years from the sporting succession. Lastly, the sole arbitrator notes that the club and the member association failed to demonstrate that the player could have a big chance of recovering his credit from the bankruptcy proceedings of the original debtor and did not even submit any information in relation to the value of the original debtor's assets. The sole arbitrator decides that the player acted diligently in taking actions to recover his credit towards the original debtor.

TAS 2024/A/10904

Darwin Gabriel Núñez Ribeiro, Ronald Federico Araujo Da Silva, José María Giménez De Vargas, Rodrigo Betancur Colman, Mathías Olivera Miramontes & Asociación Uruguaya de Fútbol c. CONMEBOL

Reference number: [TAS 2024/A/10904](#)

Award date: 13 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANTS

Player

Darwin Gabriel Núñez Ribeiro
Ronald Federico Araujo Da Silva
José María Giménez De Vargas
Rodrigo Betancur Colman,
Mathías Olivera Miramontes



Member association

Asociación Uruguaya de Fútbol

LEGAL TEAM

Ariel Reck | Attorney-at-law in Buenos Aires, Argentina

RESPONDENT



Confederation

Confederación Sudamericana de Fútbol (CONMEBOL)



Paraguay

LEGAL TEAM

Ali Abbes | Attorney-at-law in Monastir, Tunisia

Mohamed Rokbani | Attorney-at-law in Monastir, Tunisia

PANEL

President.

Margarita Echeverría Bermúdez
attorney-at-law in San José,
Costa Rica

Arbitrator.

Gustavo Albano Abreu
Attorney-at-law in Buenos Aires,
Argentina

Arbitrator.

Jordi López Batet
attorney-at-law in Barcelona,
Spain

CATEGORY

Disciplinary

ISSUES

sanction

RELEVANT RULES & REGULATIONS

CONMEBOL Disciplinary Code; arts. 8, 11 & 12

LANGUAGE

Spanish

KEYWORDS

deference; proportionality; self-defense

CASELAW CITED

- » **Applicable law, criminal law:** CAS 2011/A/2426; CAS 2017/A/5086.
- » **Sanction, deference:** CAS 2017/A/5086; CAS 2022/A/8941.
- » **Self-defense, requirements:** CAS 2016/A/4558; CAS 2022/A/8941.

ORIGIN

CONMEBOL Appeal Committee, appeal

Main issue

Did the player act in self-defense?

No, the players did not act in self-defense.

TAS 2024/A/10904

Darwin Gabriel Núñez Ribeiro,
Ronald Federico Araujo Da Silva,
José María Giménez De Vargas,
Rodrigo Betancur Colman, Mathías
Olivera Miramontes & Asociación
Uruguay de Fútbol c. CONMEBOL

Before the Court of Arbitration for Sport

- / **26 September 2024:** Darwin Núñez Ribeiro and AUF requested stay
- / **4 October 2024:** stay granted
- / **5 November 2024:** appellants filed statement of appeal
- / **6 December 2024:** appellants filed appeal brief
- / **6 January 2025:** panel constituted
- / **22 January 2025:** confederation filed answer
- / **25 February 2025:** panel decided to hold online hearing
- / **11 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **28 March 2025:** panel held online hearing
- / **13 May 2025:** panel issued award

Background

On 10 July 2024, AUF and the Federación Colombiana de Fútbol played a match for the CONMEBOL Copa America USA 2024 semifinals. The match reports include several incidents that occurred during the match. CONMEBOL's Disciplinary United opened disciplinary proceedings against the appellants and the CONMEBOL Disciplinary Committee rendered its decision on 27 August 2024, sanctioning the appellants. On 4 September 2024, the CONMEBOL Disciplinary Committee notified its decision's grounds. On 10 September 2024, the appellants appealed the decision before the CONMEBOL Appeal Committee. On 23 September 2024, the CONMEBOL Appeal Committee rendered its decision, confirming the CONMEBOL Disciplinary Committee decision. On 16 October 2024, the CONMEBOL Appeal Committee notified its decision's grounds.

The appellants filed their appeal with CAS requesting that the panel set aside the CONMEBOL Appeal Committee decision. The confederation filed its answer requesting that the panel uphold the CONMEBOL Appeal Committee decision.

» TAS 2024/A/10904 Darwin Gabriel Núñez Ribeiro, Ronald Federico Araujo Da Silva, José María Giménez De Vargas, Rodrigo Betancur Colman, Mathías Olivera Miramontes & Asociación Uruguaya de Fútbol c. CONMEBOL

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the appellants is dismissed; and (b) the CONMEBOL Appeal Committee decision is confirmed.

Main issue

The panel reasons that self-defense is a general principle of law and is applicable to disciplinary proceedings. In addition, the panel reasons that self-defense can be an affirmative defense only if carried out in an appropriate way. As such, the panel reasons that the defender cannot use force greater than which is required to stop the attacker. Moreover, the attack must be imminent. The panel notes that the players engaged in an aggressive and violent fight. The panel decides that the players did not act in self-defense.

CAS 2024/A/10438**Daniels Fedorovics v. Latvian Football Federation**Reference number: [CAS 2024/A/10438](#)

Award date: 14 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player**

Daniels Fedorovics



Latvia

LEGAL TEAM

Aris Kakstans | Attorney-at-law in Riga, Latvia

RESPONDENT**Member association**

Latvian Football Federation



Latvia

LEGAL TEAM

Mārtiņš Ozols | Attorney-at-law in Riga, Latvia

SOLE ARBITRATOR

Jordi López Batet | Attorney-at-law in Barcelona, Spain

CATEGORY**Ethics****ISSUES**

sanction

RELEVANT RULES & REGULATIONSLFF Disciplinary Regulations; art. 10
LFF Code of Ethics; arts. 3 & 4**LANGUAGE**

English

KEYWORDS

match-fixing

CASELAW CITED

- » **De novo review, procedural flaws:** CAS 2016/A/4740.
- » **De novo review, scope:** CAS 2008/A/1545.
- » **Match-fixing, requirements:** CAS 2017/A/5338; CAS 2018/A/6075; CAS 2022/A/9055 & 9076.

ORIGIN

Latvian Football Federation Appeals Committee, appeal

Main issue**Did the player violate the member association's regulations?**

Yes, the player violated the member association's regulations.

CAS 2024/A/10438

**Daniels Fedorovics v.
Latvian Football Federation**

Before the Court of Arbitration for Sport

- / **4 March 2024:** player filed statement of appeal
- / **4 March 2024:** player requested evidence production
- / **4 March 2024:** player requested stay
- / **13 May 2024:** member association filed evidence
- / **15 May 2024:** player requested evidence production
- / **16 May 2024:** member association objected to stay
- / **17 May 2024:** member association filed evidence
- / **23 May 2024:** player filed appeal brief
- / **13 June 2024:** member association filed answer
- / **5 July 2024:** stay denied
- / **9 July 2024:** sole arbitrator appointed
- / **18 July 2024:** sole arbitrator decided to hold hearing
- / **18 July 2024:** evidence production during hearing denied
- / **18 July 2024:** sole arbitrator invited parties to file translated evidence
- / **18 July 2024:** sole arbitrator invited parties to hold joint hearing for CAS 2024/A/10456
- / **19 July 2024:** player agreed
- / **23 July 2024:** member association filed translated evidence
- / **23 July 2024:** sole arbitrator decided to hold joint online hearing
- / **30 August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **30 August 2024:** player objected to evidence production during hearing
- / **2 September 2024:** member association withdrew request to evidence production during hearing
- / **5 September 2024:** sole arbitrator held online hearing
- / **11 September 2024:** member association filed evidence upon request
- / **25 September 2024:** sole arbitrator issued operative part
- / **14 May 2025:** sole arbitrator issued award

Background

On 7 October 2023, two Latvian clubs played a match. Shortly after the match, the member association received information from the UEFA Betting Fraud Detection System about the match. On 10 October 2023, the LFF Ethics Committee initiated investigation to ascertain whether there had been deliberate match manipulation and to identify the person(s) involved. Moreover, the LFF Ethics Committee established an independent commission of experts to conduct investigations. On 17 October 2023, Starlizard Integrity Services issued the Match Analysis Report. On 19 December 2023, the LFF Ethics Committee rendered its decision and considered that the match was fixed, sanctioning several players.

On 6 January 2024, the player filed an appeal with the LFF Appeals Committee against the LFF Ethics Committee Decision. On 12 February 2024, the LFF Appeals Committee rendered its decision, dismissing the player's appeal.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Latvian Football Federation Appeals Committee decision. The club filed its answer requesting that the sole arbitrator uphold the Latvian Football Federation Appeals Committee decision.

» CAS 2024/A/10438 Daniels Fedorovics v. Latvian Football Federation

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is dismissed; and (b) the Latvian Football Federation Appeals Committee decision is confirmed.

Main issue

The sole arbitrator reasons that the member associations must establish to the comfortable satisfaction of the arbitral tribunal that: (i) that the match was manipulated; (ii) the person who allegedly committed match-fixing is involved in such manipulation. The sole arbitrator notes that the member association discharged its burden of proof to the comfortable satisfaction of the sole arbitrator by providing evidence that includes: (i) reports; (ii) expert opinions; (iii) the match video footage; and (iv) the player's testimony. The sole arbitrator decides that the player violated the member association's regulations.

CAS 2024/A/10456**Arturs Lotcikovs v. Latvian Football Federation**Reference number: [CAS 2024/A/10456](#)

Award date: 14 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player**

Arturs Lotcikovs



Latvia

LEGAL TEAM

Aris Kakstans | Attorney-at-law in Riga, Latvia

RESPONDENT**Member association**

Latvian Football Federation



Latvia

LEGAL TEAM

Mārtiņš Ozols | Attorney-at-law in Riga, Latvia

SOLE ARBITRATOR

Jordi López Batet | Attorney-at-law in Barcelona, Spain

CATEGORY**Ethics****ISSUES**

sanction

RELEVANT RULES & REGULATIONSLFF Disciplinary Regulations; art.10
LFF Code of Ethics; arts. 3 & 4**LANGUAGE**

English

KEYWORDS

match-fixing

CASELAW CITED

- » **De novo review, procedural flaws:** CAS 2016/A/4740.
- » **De novo review, scope:** CAS 2008/A/1545; CAS 2008/A/1180 & 1881; CAS 2016/A/4377.
- » **Match-fixing, requirements:** CAS 2017/A/5338; CAS 2018/A/6075; CAS 2021/A/8453; CAS 2022/A/9055 & 9076.

ORIGIN

Latvian Football Federation Appeals Committee, appeal

Main issue**Did the player violate the member association's regulations?**

No, the sole arbitrator decides that the player did not violate the member association's regulations.

CAS 2024/A/10456

**Arturs Lotcikovs v.
Latvian Football Federation**

Before the Court of Arbitration for Sport

- / **4 March 2024:** player filed statement of appeal
- / **4 March 2024:** player requested evidence production
- / **4 March 2024:** player requested stay
- / **11 March 2024:** player filed translated evidence
- / **10 April 2024:** member association filed evidence
- / **15 April 2024:** player requested evidence production
- / **7 June 2024:** **player filed appeal brief**
- / **30 June 2024:** member association filed answer
- / **5 July 2024:** stay denied
- / **9 July 2024:** sole arbitrator appointed
- / **18 July 2024:** sole arbitrator decided to hold hearing
- / **18 July 2024:** evidence production during hearing denied
- / **18 July 2024:** sole arbitrator invited parties to file translated evidence
- / **18 July 2024:** sole arbitrator invited parties to hold joint hearing for CAS 2024/A/10438
- / **19 July 2024:** player agreed
- / **23 July 2024:** member association filed translated evidence
- / **23 July 2024:** sole arbitrator decided to hold joint online hearing
- / **30 August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **30 August 2024:** player objected to evidence production during hearing
- / **2 September 2024:** member association withdrew request to evidence production during hearing
- / **5 September 2024:** sole arbitrator held online hearing
- / **11 September 2024:** member association filed evidence upon request
- / **25 September 2024:** sole arbitrator issued operative part
- / **14 May 2025:** sole arbitrator issued award

Background

On 7 October 2023, two Latvian clubs played a match. Shortly after the match, the member association received information from the UEFA Betting Fraud Detection System about the match. On 10 October 2023, the LFF Ethics Committee initiated investigation to ascertain whether there had been deliberate match manipulation and to identify the person(s) involved. Moreover, the LFF Ethics Committee established an independent commission of experts to conduct investigations. On 17 October 2023, Starlizard Integrity Services issued the Match Analysis Report. On 19 December 2023, the LFF Ethics Committee rendered its decision and considered that the match was fixed, sanctioning several players.

On 6 January 2024, the player filed an appeal with the LFF Appeals Committee against the LFF Ethics Committee Decision. On 12 February 2024, the LFF Appeals Committee rendered its decision, dismissing the player's appeal.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Latvian Football Federation Appeals Committee decision. The club filed its answer requesting that the sole arbitrator uphold the Latvian Football Federation Appeals Committee decision.

» CAS 2024/A/10456 Arturs Lotcikovs v. Latvian Football Federation

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is partially; and (b) the Latvian Football Federation Appeals Committee decision is set aside.

Main issue

The sole arbitrator reasons that the member associations must establish to the comfortable satisfaction of the arbitral tribunal that: (i) that the match was manipulated; (ii) the person who allegedly committed match-fixing is involved in such manipulation. The sole arbitrator notes that the member association did not discharge its burden of proof to the comfortable satisfaction of the sole arbitrator as the provided evidence makes very general references to the player, specifically: (i) reports; (ii) most of the expert opinions; and (iii) the match video footage. The sole arbitrator decides that the player did not violate the member association's regulations.

TAS 2021/A/8554**Club San Marcos de Arica S.A.D.P.
c. Asociación Nacional de Fútbol
Profesional de Chile**Reference number: [TAS 2021/A/8554](#)

Award date: 19 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Club San Marcos de Arica S.A.D.P.

Chile

LEGAL TEAM**Julio Manuel García Torres** | Attorney-at-law in Lima, Peru**RESPONDENT**

League

**Asociación Nacional de Fútbol
Profesional de Chile**

Chile

LEGAL TEAM**Romina Fernández** | Attorney-at-law in Santiago, Chile
Ariel Reck | Attorney-at-law in Buenos Aires, Argentina**SOLE ARBITRATOR****Diego Ferrari** | Attorney-at-law in Buenos Aires, Argentina**CATEGORY****Procedural****ISSUES**

jurisdiction

RELEVANT RULES & REGULATIONSSwiss Federal Constitution; arts. 29, 29a
& 30
PILA; arts. 182 & 186
FIFA Statutes; art. 57
RANFP; art. 1
ANFP Club Licensing Regulations; art. 20**LANGUAGE**

Spanish

KEYWORDS

lack of jurisdiction

CASELAW CITED

- » **Jurisdiction, appeal:** CAS 2008/A/1571; TAS 2013/A/3199.
- » **Locus standi, mandatory joinder:** TAS 2019/A/6635.
- » **Request for stay, cumulative requirements:** CAS 98/200; CA OG 02/004; CAS 2007/A/1370-1376; CAS 2007/A/1397; CAS 2013/A/3052.
- » **Request for stay, requirements:** CAS 2001/A/324; CAS 2002/A/378; CAS 2003/O/486; TAS 2004/A/708-709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370-1376; CAS 2008/A/1630; CAS 2013/A/3052.

ORIGIN

ANFP Disciplinary Tribunal, appeal

Main issue**Does CAS have jurisdiction?**

No, CAS does not have jurisdiction to hear the appeal filed by the club.

TAS 2021/A/8554

**Club San Marcos de Arica S.A.D.P.
c. Asociación Nacional de Fútbol
Profesional de Chile**

**Before the Court of Arbitration for
Sport**

- / **24 December 2021:** club filed statement of appeal
- / **24 December 2021:** club requested stay
- / **14 January 2022:** club filed appeal brief
- / **2 February 2022:** sole arbitrator appointed
- / **7 February 2022:** league objected to stay
- / **9 February 2022:** club filed comments
- / **11 February 2022:** stay denied
- / **16 February 2022:** league filed answer
- / **16 February 2022:** league objected to jurisdiction
- / **2 March 2022:** sole arbitrator decided to hold hearing
- / **2 March 2022:** CAS Court Office forwarded order of procedure to the parties
- / **21 March 2022:** sole arbitrator held online hearing
- / **19 May 2025:** sole arbitrator issued award

Background

On 20 October 2021, the ANFP Youth Football Disciplinary Tribunal sanctioned the club due to its under 21 team. On 8 November 2021, the ANFP Disciplinary Tribunal sanctioned the club based on a disciplinary proceeding opened after several clubs requested its opening due to the ANFP Youth Football Disciplinary Tribunal decision. On 3 December 2021, the ANFP Disciplinary Tribunal partially upheld the club's appeal.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the ANFP Disciplinary Tribunal decision. The league filed its answer requesting that the sole arbitrator uphold the ANFP Disciplinary Tribunal decision.

» TAS 2021/A/8554 Club San Marcos de Arica S.A.D.P. c. Asociación Nacional de Fútbol Profesional de Chile

MAIN LEGAL FINDINGS

The sole arbitrator decided that the CAS has no jurisdiction to hear the appeal filed by the club.

Main issue

The sole arbitrator reasons that the arbitration agreement has substantive, objective and subjective scopes. The sole arbitrator notes that the arbitration agreement between the club and the league does not extend its scope to the dispute that gives rise to the club's appeal. The sole arbitrator decides that CAS does not have jurisdiction to hear the appeal filed by the club.

TAS 2024/A/10927**FECOFOOT et al. c.
Loembet Landry et al.**Reference number: [TAS 2024/A/10927](#)

Award date: 19 May 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Member association

**Fédération Congolaise de Football
(FECOFOOT)**

Official

**Jean Guy Blaise Mayolas
Badji Mombo Wantete**

Congo

LEGAL TEAMEtude HCML Avocats | in Lausanne, Switzerland
Jean-Samuel Leuba | Attorney-at-law**PANEL**

President.

Carmen Núñez-Lagos
Attorney-at-law in Paris, France

Arbitrator.

Olivier Carrard
Attorney-at-law in Geneva, Switzerland

Arbitrator.

Jacquez Radoux
Legal advisor at the Court of Justice of the European
Union, Luxembourg**CATEGORY****Governance****ISSUES**appeal; *locus standi*; jurisdiction**RELEVANT RULES & REGULATIONS**

FECOFOOT Statutes; arts. 23, 24, 26, 33, 39, 43 & 44

LANGUAGE

French

KEYWORDSstanding to appeal; standing to be sued; statutory compliance; time
limit**CASELAW CITED**

- » **Appeal, time limit:** CAS 2013/A/3052; TAS 2015/A/4069; TAS 2023/A/8793.
- » **Association, statutory compliance:** TAS 2022/A/9283.
- » **Locus standi, mandatory joinder:** ATF 104 II 209; ATF 128 III 50; SFT 4A_127/2022.
- » **Locus standi, merits issue:** ATF 126 III 59; ATF 126 III 59; ATF 107 II 82.
- » **Locus standi, standing to be sued:** ATF 142 III 782; ATF 130 III 417; ATF 126 III 59; ATF 125 III 82; SFT 4A_397/2018; SFT 4A_619/2016.
- » **Locus standi, standing to sue:** ATF 142 III 782; ATF 130 III 417; ATF 126 III 59; ATF 125 III 82; SFT 4A_397/2018; SFT 4A_619/2016; CAS 2008/A/1674; CAS 2010/A/2534; TAS 2018/A/5634.

RESPONDENTS

Official

**Loembet Landry
Franckv Loemba
Oumar Djim
Mandounou Tinio
Badiala Kemy
Menga Chancy
Lecka Steve
Mbongo Rodrigue
Gnanga Romeo
Akouala Benjamin
Bitemo Guphin
Moukoury Amonalt Privat
Mboukou Christian
Mbougou Patrick
Moukoulou Alain c.
Malonga Bikindou Ange
Boukaka Glaine
Ononqo Toli Guv Loïc
Aliuf Rolf Ongolombo
Ngolo Kam
Nkaba Brice
Madzou Pierre
Kaba Larence
Mbouni Destin Miguel**


Congo

LEGAL TEAMAfriquier Management Sarl | in Bounua, Ivory Coast
Padel Juste Mougnoba Siamia | Attorney-at-law**RESPONDENT**

Official

William Bouaka

France

LEGAL TEAM

Not available

ORIGINFédération Congolaise de Football (FECOFOOT)
Extraordinary General Assembly, appeal**Main issue****Is the extraordinary general assembly convened by the group of
members of FECAFOOT valid?**No, the extraordinary general assembly convened by the group of
members of FECAFOOT is not valid.

TAS 2024/A/10927FECOFOOT et al. c.
Loembet Landry et al.**Before the Court of Arbitration for Sport**

- / **9 October 2024:** appellants filed statement of appeal
- / **9 October 2024:** appellants requested stay
- / **18 October 2024:** appellants requested provisional measure
- / **23 October 2024:** respondents objected
- / **25 October 2024:** stay granted
- / **28 October 2024:** respondents requested reconsideration
- / **5 November 2024:** appellants filed comments
- / **5 November 2024:** respondents objected to jurisdiction
- / **11 November 2024:** appellants filed comments
- / **21 November 2024:** appellants filed appeal brief
- / **11 December 2024:** reconsideration denied
- / **21 January 2025:** panel constituted
- / **11 February 2025:** appellants filed new evidence
- / **22 February 2025:** respondents filed answer, but William Bouaka
- / **14 March 2025:** William Bouaka filed comments on jurisdiction
- / **14 March 2025:** appellants filed comments on jurisdiction
- / **13 March 2025:** panel decided to hold hearing
- / **14 April 2025:** CAS Court Office forwarded order of procedure to the parties
- / **30 April 2025:** panel held online hearing
- / **19 May 2025:** panel issued award

Background

On 2 September 2024, a group of members of FECOFOOT requested that FECOFOOT convene an extraordinary general assembly. On 17 September 2024, the group of members convened an extraordinary general assembly for 25 September 2024 and served FECOFOOT by bailiff in the person of its president. On 25 September 2025, the AGE was held in Brazzaville, Congo. On 27 September 2024, FECOFOOT's president convened an extraordinary general assembly for 5 October 2024. The parties remained in disagreement and escalated the dispute. *Inter alia*, on 6 February 2025, FIFA suspended FECOFOOT until further notice.

The appellants filed their appeal with CAS requesting that the panel set aside the Fédération Congolaise de Football (FECOFOOT) Extraordinary General Assembly decision. The respondents filed their answer requesting that the panel uphold the Fédération Congolaise de Football (FECOFOOT) Extraordinary General Assembly decision, except for William Bouaka who defaulted on his answer.

» TAS 2024/A/10927 FECOFOOT et al. c. Loembet Landry et al.

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the appellants is upheld; and (b) the Fédération Congolaise de Football (FECOFOOT) Extraordinary General Assembly decision is set aside.

Main issue

The panel reasons that the provisions governing the convening of the general assembly in the statutes of an association are intended to allow its members to take part in that general assembly, to prepare for it, and to be able to exercise their right to vote in full knowledge of the facts. In addition, the panel reasons that compliance with these provisions is essential to the validity of the decisions that will be taken at such a general assembly. The panel notes that the respondents failed to comply with FECAFOOT's statutes. The panel decides that the extraordinary general assembly convened by the group of members of FECAFOOT is not valid.



Quarterly Report on CAS Football Awards

Other landmark cases

- » Court of Arbitration for Sport | Non-football
- » Swiss Federal Tribunal

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Other landmark cases

Court of Arbitration for Sport | Non-football



CAS 2021/A/8343**World Anti-Doping Association v.
Ethiopian National Anti-Doping
Office & Mohammed Aman**Reference number: [CAS 2021/A/8343](#)

Award date: 20 February 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N.1	
IADO World Anti-Doping Association	 Canada	NADO Ethiopian Anti-Doping Office	 Ethiopia
LEGAL TEAM Kellerhals Carrard in Lausanne, Switzerland Adam Taylor		LEGAL TEAM Not available	
SOLE ARBITRATOR		RESPONDENT N.2	
Carine Dupeyron Attorney-at-law in Paris, France		Athlete Mohammed Aman	 Ethiopia
		LEGAL TEAM Not available	

CATEGORY**Other****ISSUES**

doping; due process

RELEVANT RULES & REGULATIONS

CAS Code; art. R44.5

LANGUAGE

English

KEYWORDS

defaulting party

CASELAW CITED

» **Appeal, defaulting party:** CAS 2006/A/1904; CAS 2011/A/2604; CAS 2012/A/2986.

**ORIGIN**

Ethiopian Anti-Doping Office, appeal

Main issue

Does the athlete's default bar the sole arbitrator to proceed with the arbitration and deliver an award?

No, it does not.

CAS 2021/A/8343**World Anti-Doping Association v.
Ethiopian National Anti-Doping
Office & Mohammed Aman****Before the Court of Arbitration for
Sport**

- / **22 September 2021:** WADA filed statement of appeal
- / **8 November 2021:** WADA filed appeal brief
- / **30 November 2021:** NADO filed answer
- / **16 December 2021:** CAS Court Office informed athlete's default
- / **24 January 2022:** sole arbitrator appointed
- / **30 March 2022:** sole arbitrator decided not to hold hearing
- / **April 2022:** CAS Court Office forwarded order of procedure to the parties
- / **20 February 2025:** sole arbitrator issued award

Background

On 30 January 2021, the NADO doping control officers notified the athlete for an out-of-competition urine testing where he was training. The athlete drove off the training grounds in his cars, evading the doping test. On 1 February 2021, the NADO DCOs went to the athlete's house to try to collect urine sample for the second time, which was unsuccessful.

On 15 February 2021, the NAD sent a notice of charge to the athlete. On 17 February 2021, the athlete provided a written response. On 5 March 2021, the NADO held the hearing. On 13 March 2021, the first instance panel found the athlete in violation and imposed a period of ineligibility. On 15 April 2021, the athlete filed an appeal before the NADO Anti-Doping Appeal Panel, submitting evidence to support his allegations. On 9 June 2021, the NADO appeal panel set aside the first instance decision. On 6 August 2021, the NADO submitted the decision to WADA, which requested the case file on 12 August 2021 and received it on 17 August 2021.

WADA filed its appeal with CAS requesting that the sole arbitrator set aside the Ethiopian Anti-Doping Office decision. The NADO filed its answer, limiting its defense on its standing to be sued and its request for relief to costs relating to the arbitration. The athlete did not file his answer.

» CAS 2021/A/8343 World Anti-Doping Association v. Ethiopian National Anti-Doping Office & Mohammed Aman

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by WADA is upheld; (b) the Ethiopian Anti-Doping Office decision is set aside.

Main issue

The sole arbitrator reasons that a CAS panel may proceed with the arbitration proceeding and deliver an award when a respondent fails to submit a response within the time limit. The sole arbitrator notes the athlete has been granted the opportunity to participate in the proceedings. In addition, the sole arbitrator notes that the athlete's default does not prevent her from deciding on the claim. The sole arbitrator decides to proceed with the arbitration and deliver the award.

CAS 2024/A/10387**Swimming Federation of the Republic of Kazakhstan v. Asia Swimming Federation / Asia Aquatics**Reference number: [CAS 2024/A/10387](#)

Award date: 17 March 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
	Member association Swimming Federation of the Republic of Kazakhstan		Confederation Asia Swimming Federation / Asia Aquatics
 Kazakhstan		 Kuwait	
LEGAL TEAM Dini & Lardi Avocats in Geneva, Switzerland Shahram Dini Attorney-at-law		LEGAL TEAM Bär & Karrer AG in Zurich, Switzerland Emanuel Cortada Attorney-at-law Basil Kupferschmied Attorney-at-law	
PANEL	President. Mario Vigna attorney-at-law in Rome, Italy	Arbitrator. Olivier Carrard attorney-at-law in Geneva, Switzerland	Arbitrator. Thomas Clay , professor in Paris, France

CATEGORY**Governance****ISSUES**

election; parallel proceedings

RELEVANT RULES & REGULATIONS

Asia Aquatics old Constitution; arts. C5, C14, C17, C19, C20, C22, C23, C27, C39, C45

LANGUAGE

English

KEYWORDS

consolidation of appeal proceedings

CASELAW CITED

- » **Appeal, consolidation:** CAS 2019/A/6557 & 6663; CAS 2021/A/7878.
- » **Appeal, exhaustion of internal legal remedies:** SFT 118 II 12; SFT 132 III 503; CAS 2008/A/1700 & 1710.
- » **Applicable law, choice of law:** CAS 2015/A/3896; CAS 2020/A/7605.
- » **Association, autonomy:** SFT 97 II 108; CAS 2014/A/3828; CAS 2017/O/5264, 5265 & 5266.
- » **Association, minor procedural irregularity:** SFT 71 I 383.
- » **Declaratory relief, conditions:** CAS 2011/A/2612; CAS 2013/A/3272; CAS 2020/A/7590 & 7591; CAS 2021/A/8225.
- » **Estoppel, conditions:** CAS 2011/A/2473; CAS 2018/A/5552.
- » **Locus standi, standing to appeal:** CAS 2014/A/3744 & 3766; CAS 2015/A/3959.
- » **Null and void, meaning:** SFT 115 II 468; SFT 129 III 641; SFT 137 III 460; SFT 5A_205/2013.
- » **Regulatory interpretation, association:** CAS 2010/A/2071; CAS 2016/A/4903.
- » **Venire contra factum proprium, conditions:** CAS 2008/O/1455; CAS 2008/A/1699; CAS 2015/A/4195; CAS 2015/A/4327.

ORIGIN

Asia Aquatics Doha Extraordinary Congress, appeal

Preliminary issue n.1

Does the member association's request to consolidate meet the minimum requirements? No, it does not as each appeal is directed against a different decision of different general assemblies of the confederation.

Preliminary issue n.2

Does the member association have *locus standi* in bringing this dispute before CAS? Yes, the member association has standing to appeal the confederation extraordinary congress decision before CAS.

Main issue

Are the decisions taken during the general assembly null and void? No, as the confederation's general assembly was duly convened, that the members' decision remedied any irregularity, and that there is no action taken during the general assembly that is null and void, nor annulable.

CAS 2024/A/10387

Swimming Federation of the
Republic of Kazakhstan v. Asia
Swimming Federation / Asia Aquatics

Before the Court of Arbitration for Sport

- / **4 March 2024:** member association filed statement of appeal
- / **4 March 2024:** member association filed request for provisional measure
- / **18 March 2024:** confederation objected
- / **19 March 2024:** provisional measure request reject
- / **15 April 2024:** member association filed appeal brief
- / **23 April 2024:** panel constituted
- / **30 April 2024:** confederation requested closure of proceedings
- / **7 May 2024:** member association filed comments
- / **7 May 2024:** member association requested scope extension
- / **7 May 2024:** member association requested new evidence
- / **13 May 2024:** requests rejected
- / **22 May 2024:** consolidation denied
- / **12 June 2024:** confederation filed answer
- / **17 September 2024:** CAS Court Office forwarded order of procedure to the parties
- / **9 October 2024:** member association filed submission
- / **9 October 2024:** confederation objected
- / **9 October 2024:** panel accepted
- / **9-10 October 2024:** panel held online hearing
- / **11 October 2024:** confederation filed submission
- / **17 March 2025:** panel issued award

Background

The Asia Aquatics held its General Congress on 9 October 2016 and elected the members of the AA Bureau for a four-year term. AA did not hold elections until the disputed events. On 3 December 2023, following the AA Executive's approval, its president convened the Doha Extraordinary Congress to be held on 12 February 2024 to vote on the Asia Aquatics new Constitution and Code of Ethics. The Doha Extraordinary Congress took place in Doha, Qatar on 12 February 2024. The Swimming Federation of the Republic of Kazakhstan disputes the veracity of the Congress' minutes, according to which the Congress approved a proposal regarding the continuation of the AA Bureau/Executive until the next election. Subsequently, the Congress voted on the AA new Constitution, which was adopted. The Kazakh representative voted against both proposals. The AA president announced several proposals. On 12 February 2024, post the Doha Extraordinary Congress, the AA president convened a meeting of the Executive in accordance with AA new Constitution. The executive director invited all the AA members on 14 February 2024 to an Elective General Congress. The executive director sent a formal, detailed convocation of the Elective General Congress on 16 April 2024, alongside its agenda and the nominee's list. AA held its Elective General Congress on 26 April 2024 in Bangkok, Thailand. The AA members present approved several proposals, including amendments to the AA new Constitution and the re-election of the AA's president as well as the new AA Bureau.

The member association filed its appeal with CAS requesting that the panel set aside the Asia Aquatics Doha Extraordinary Congress decision. The confederation filed its answer requesting that the panel uphold the Asia Aquatics Doha Extraordinary Congress decision.

The editor notes that the member association requested the consolidation of the proceedings with CAS 2024/A/10593, which the panel denied. Nevertheless, it is noteworthy that the panel considered that the panel's decisions in this appeal proceeding reflect directly in CAS 2024/A/10593. The editor notes that the CAS 2024/A/10593 brief should be read after reading the CAS 2024/A/10387 brief for clarity's sake.

» CAS 2024/A/10387 Swimming Federation of the Republic of Kazakhstan v. Asia Swimming Federation / Asia Aquatics

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by member association is dismissed; and (b) the Asia Aquatics Doha Extraordinary Congress decision is confirmed.

Preliminary issue n.1

The panel reasons that the CAS Code article R52.5 defines that the panel, or the president of the appeals division when not appointed, may consolidate procedures where a party files a statement of appeal in connection with a decision which is the subject of a pending appeal before CAS after the submissions from the parties. In addition, the panel reasons that the consolidation of appeal proceedings is permissible only when the appeals are directed against the same decision(s). The panel notes that the two appeals are directed against different decisions of different general assemblies. The panel decides that the member association's request to consolidate does not meet the minimum requirements.

Preliminary issue n.2

The panel reasons that the concept of standing to sue refers to the entitlement of a party to avail itself of a claim. In addition, the panel reasons that, in general, it suffices for the standing to sue that a party invokes a right of its own. The panel further reasons that additional requirements apply for standing to appeal, in particular that the appealing party must be affected by the decision it appeals and must show that it is directly aggrieved by the decision it is appealing. Moreover, the panel reasons that party does not have standing to appeal where it does not have a cause of action or legal interest to act against such a decision based. The panel reasons that the basis for that is the well-known general procedural principle that if there is no legal interest, there is no standing. As such, the panel reasons that the aggrievement requirement is an essential element to determine the legal interest and the standing of a party to appeal a sports body's decision before the CAS. Specifically, the panel reasons that the right to contest a resolution of an association is an inherent and mandatory membership right and that such a provision applies to resolutions made by an internal body, provided that all internal procedures and remedies have been exhausted and provided that the resolution is final. The panel notes that the member association has discharged its burden of proof accordingly and that being a member of the confederation affected by the decision constitutes sufficient legal interest. The panel decides that the member association has standing to appeal the confederation extraordinary congress decision before CAS.

Main issue

The panel reasons that under Swiss association law and according to the principle of autonomy, an association has a very wide degree of self-sufficiency and independence. In addition, the panel reasons that the principle of autonomy includes the association's right to regulate its own affairs, encompassing its competence to issue rules relating to its own governance. The panel reasons that such right is considered essential for the existence of the association, that it requires that the free formation of the will must be guaranteed in principle, and that the law of associations is designed to guarantee the fundamentally independent formation of wills. As such, the panel reasons that the general meeting of members of an association is its supreme decision-making authority and that the members have the authority to retrospectively validate decisions or actions during their general meeting under the principle of subsequent approval, even when in the presence of procedural irregularities. Specifically, the panel reasons that minor procedural irregularities do not invalidate

**CAS 2024/A/10387 Swimming Federation of the Republic of Kazakhstan v. Asia Swimming Federation / Asia Aquatics**

the members' decision where the substantive requirements have been satisfied. The panel notes that the confederation congress is its supreme decision-making authority and that the members of the confederation have remedied the formal defect in the terms of the AA Bureau and the AA Executive by their decision at the general meeting. In addition, the panel notes that the AA Doha Extraordinary Congress was duly convened, meeting the substantive requirements. Moreover, the panel notes that the members recognized and legitimized the mandate of the AA Bureau and the AA Executive post expiry of their original term, including their decisions and acts. The panel further notes that the members approved the AA new Constitution and the AA president validly relied on it afterwards. The panel decides that the confederation's general assembly was duly convened, that the members' decision remedied any irregularity, and that there is no action taken during the general assembly that is null and void, nor annulable.

CAS 2024/A/10593**Swimming Federation of the Republic of Kazakhstan v. Asia Swimming Federation / Asia Aquatics**Reference number: [CAS 2024/A/10593](#)

Award date: 17 March 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Member association Swimming Federation of the Republic of Kazakhstan	 Kazakhstan	 Confederation Asia Swimming Federation / Asia Aquatics	 Kuwait
LEGAL TEAM Dini & Lardi Avocats in Geneva, Switzerland Shahram Dini Attorney-at-law		LEGAL TEAM Bär & Karrer AG in Zurich, Switzerland Emanuel Cortada Attorney-at-law Basil Kupferschmied Attorney-at-law	

PANEL	President.	Arbitrator.	Arbitrator.
	Mario Vigna attorney-at-law in Rome, Italy	Olivier Carrard attorney-at-law in Geneva, Switzerland	Thomas Clay , professor in Paris, France

CATEGORY**Governance****ISSUES**

election; parallel proceedings

RELEVANT RULES & REGULATIONS

Asia Aquatics Constitution; arts. C5, C14, C19, C.20

LANGUAGE

English

KEYWORDS

consolidation of appeal proceedings

CASELAW CITED

- » **Applicable law, choice of law:** CAS 2015/A/3896; CAS 2020/A/7605.
- » **Association, autonomy:** SFT 97 II 108; CAS 2014/A/3828; CAS 2017/O/5264, 5265 & 5266.
- » **Estoppel, conditions:** CAS 2011/A/2473; CAS 2018/A/5552.
- » **Venire contra factum proprium, conditions:** CAS 2008/O/1455; CAS 2008/A/1699; CAS 2015/A/4195; CAS 2015/A/4327.

ORIGIN

Asia Aquatics Elective General Congress, appeal

Main issue**To what extent are the actions of the member association representative significant in relation to the dispute?**

The member association is bound to its representative's acts in accordance with the *venire contra factum proprium* principle, the *estoppel* doctrine, and the abuse of right doctrine.

CAS 2024/A/10593**Swimming Federation of the
Republic of Kazakhstan v. Asia
Swimming Federation / Asia Aquatics****Before the Court of Arbitration for
Sport**

- / **17 May 2024:** member association filed statement of appeal
- / **17 May 2024:** member association requested consolidation with CAS 2024/A/10387
- / **22 May 2024:** request denied
- / **18 June 2024:** panel constituted
- / **5 July 2024:** member association filed appeal brief
- / **16 August 2024:** confederation filed answer
- / **17 September 2024:** CAS Court Office forwarded order of procedure to the parties
- / **9 October 2024:** member association filed submission
- / **9 October 2024:** confederation objected
- / **9 October 2024:** panel accepted
- / **9-10 October 2024:** panel held online hearing
- / **11 October 2024:** confederation filed submission
- / **17 March 2025:** panel issued award

Background

The Asia Aquatics held its General Congress on 9 October 2016 and elected the members of the AA Bureau for a four-year term. AA did not hold elections until the disputed events. On 3 December 2023, following the AA Executive's approval, its president convened the Doha Extraordinary Congress to be held on 12 February 2024 to vote on the Asia Aquatics new Constitution and Code of Ethics. The Doha Extraordinary Congress took place in Doha, Qatar on 12 February 2024. The Swimming Federation of the Republic of Kazakhstan disputes the veracity of the Congress' minutes, according to which the Congress approved a proposal regarding the continuation of the AA Bureau/Executive until the next election. Subsequently, the Congress voted on the AA new Constitution, which was adopted. The Kazakh representative voted against both proposals. The AA president announced several proposals. On 12 February 2024, post the Doha Extraordinary Congress, the AA president convened a meeting of the Executive in accordance with AA new Constitution. The executive director invited all the AA members on 14 February 2024 to an Elective General Congress. The executive director sent a formal, detailed convocation of the Elective General Congress on 16 April 2024, alongside its agenda and the nominee's list. AA held its Elective General Congress on 26 April 2024 in Bangkok, Thailand. The AA members present approved several proposals, including amendments to the AA new Constitution and the re-election of the AA's president as well as the new AA Bureau.

The member association filed its appeal with CAS requesting that the panel set aside the Asia Aquatics Elective General Congress decision. The confederation filed its answer requesting that the panel uphold the Asia Aquatics Elective General Congress decision.

The editor notes that the member association requested the consolidation of the proceedings with CAS 2024/A/10387, which the panel denied. Its reasons are stated on the CAS 2024/A/10387 brief. Nevertheless, it is noteworthy that the panel considered that the panel's decisions in the other appeal proceeding reflect directly in this proceeding. As such, the decision that the panel has taken in this award is a consequence of the non-consolidated proceeding at CAS 2024/A/10387. The editor notes that the CAS 2024/A/10593 brief should be read after reading the CAS 2024/A/10387 brief for clarity's sake.

» CAS 2024/A/10593 Swimming Federation of the Republic of Kazakhstan v. Asia Swimming Federation / Asia Aquatics

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by member association is dismissed; and (b) the Asia Aquatics Elective General Congress decision is confirmed.

Main issue

The panel reasons that the principle of *venire contra factum proprium* entails that when the conduct of one party that induces legitimate expectations in another party, the first party is estopped from altering its course of action to the detriment of the second party. In addition, the panel reasons that such a prohibition is encapsulated by the doctrine of estoppel that applies when one party makes a statement or admission that induces another party to act in reliance upon it, resulting in reasonable and detrimental reliance by the latter. Moreover, the panel reasons that failing to provide any substantive argument or explanation for a change in position in an inconsistent and contradictory manner constitutes an abuse of right. The panel notes that the member association representative's conduct clearly contradicts prior actions and the legitimate expectations that such action had created among the other members. I.e., the panel notes that the member association representative had previously endorsed the continuation of operations that it subsequently challenged. Furthermore, the panel notes that the member association failed to provide any substantive argument or explanation for its change in position that constitutes an abuse of right as it is an inconsistent and contradictory conduct in such circumstances. The panel decides that the member association is bound by its own acts.

CAS 2024/A/10871**World Anti-Doping Agency (WADA)
v. National Anti-Doping Agency of
India, Priyanka Priyanka**Reference number: [CAS 2024/A/10871](#)

Award date: 30 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N.1	
ADO World Anti-Doping Agency (WADA)	 Canada	NADO National Anti-Doping Agency of India	 India
LEGAL TEAM Nicolas Zbinden Attorney-at-law in Lausanne, Switzerland Roberto Kerslake Attorney-at-law in Lausanne, Switzerland		LEGAL TEAM Not available	
SOLE ARBITRATOR		RESPONDENT N.2	
Heiner Kahlert Attorney-at-law in Munich, Germany		Athlete Priyanka Priyanka	 India
		LEGAL TEAM Vidushpat Sighania Attorney-at-law in New Delhi, India Arnav Singhal Attorney-at-law in New Delhi, India	

CATEGORY**Other****ISSUES**

doping

RELEVANT RULES & REGULATIONS

Indian National Anti-Doping Rules, ed. 2021;
 art. 2
 CAS Code; art. R57
 International Standards for Laboratories;
 arts. 1.2.1 & 1.2.2

LANGUAGE

English

KEYWORDS

non-compliance; referral

CASELAW CITED

» **Regulatory interpretation, legal obligation:** CAS 2015/A/4279; CAS 2018/A/5746.

ORIGIN

National Anti-Doping Agency of India, appeal

Main issue n. 1

Did the NADO fulfil the applicable investigation requirements?
 No, it did not.

Main issue n. 2

Does the NADO must follow the steps in the Stakeholder Notice and further investigate the atypical findings?

Yes, the NADO must follow the steps in the Stakeholder Notice and further investigate the atypical findings as the sole arbitrator referred the case back to it.

CAS 2024/A/10871

World Anti-Doping Agency (WADA)
v. National Anti-Doping Agency of
India, Priyanka Priyanka

**Before the Court of Arbitration for
Sport**

- / **13 September 2024:** ADO filed statement of appeal
- / **15 October 2024:** athlete requested evidence production
- / **16 October 2024:** ADO filed appeal brief
- / **25 November 2024:** NADO filed answer
- / **26 November 2024:** athlete filed answer
- / **5 December 2024:** sole arbitrator appointed
- / **30 December 2024:** sole arbitrator decided not to hold hearing
- / **January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **30 April 2025:** sole arbitrator issued award

Background

On 22 July 2023, the athlete underwent an in-competition doping control. On 8 August 2023, the National Dope Testing Laboratory of India report an atypical finding in the athlete's urine sample. On 7 September 2023, the athlete underwent an out-of-competition doping control. On 22 September 2023, the NDTL report atypical findings in the athlete's urine samples. On 19 October 2023, the athlete underwent another out-of-competition doping control. On 3 November 2023, the NDTL reported atypical findings in the athlete's urine samples. On 30 November 2023, the NADO notified the athlete by letter, which the athlete received on 2 December 2023. In its letter, the NADO mentioned the latest two samples and invited the athlete to comment. On 29 December 2023, the athlete provided details of her diet and whereabouts for the period in reference to the latest two samples. On 5 January 2024, the NADO sought an expert opinion from the Athletics Integrity Unit in relation to the athlete's urine samples. On 11 January 2024, the AIU referred the NADO to the ADO's Stakeholder Notice regarding potential meat contamination cases. On 11 January 2024, the NADO received the expert opinion. On 6 and 8 May 2024, a committee constituted by the NADO convened to discuss the athlete's atypical findings. On 14 May 2024, the NADO issued a decision, informing the athlete for the first time of the results of the analysis of the first, second and third urine samples. The NADO expressed in its decision that it decided not to move forward the atypical finding as an adverse analytical finding. On 28 May 2024, the ADO requested the case file of the NADO's decision. On 6 August 2024, the ADO received the case file. On 22 August 2024, the ADO made a follow-up request. On 23 August 2024, the ADO received further elements of the case file.

The ADO filed its appeal with CAS requesting that the sole arbitrator set aside the National Anti-Doping Agency of India decision and refer the case back for further investigation. The NADO and the athlete filed their respective answers requesting that the sole arbitrator uphold the National Anti-Doping Agency of India decision.

» CAS 2024/A/10871 World Anti-Doping Agency (WADA) v. National Anti-Doping Agency of India, Priyanka Priyanka

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the ADO is upheld; (b) the National Anti-Doping Agency of India decision is set aside; and (c) the matter is referred back to the National Anti-Doping Agency of India for further investigation.

Main issue n.1

The sole arbitrator reasons that it is relevant to assess whether the Stakeholder Notice has a binding effect on a NADO. In addition, the sole arbitrator reasons that one of the core purposes of the World Anti-Doping Program is to promote harmonization and that it would be rather surprising if the ADO intended to provide a NADO with discretion whether to follow the steps. The sole arbitrator notes that the wording, context and rationale of the Stakeholder Notice imply that the NADO is obliged to conduct all steps included in it. The sole arbitrator notes that the use of the term “shall” when referring to the conduction of the step ordinarily denotes the creation of legal obligations. In addition, the context of “potentially relevant lines of inquiry” going beyond the step instead employs the less rigid term “should” that confirms that the drafters were careful in their choice of words in terms of avoiding the impression of imposing strict legal obligations where none were meant to be created. Furthermore, the sole arbitrator notes that the Stakeholder Notice states more specifically that the “investigative process” as detailed in it is a “mandatory” one, which suggests that each step is mandatory. The sole arbitrator decides the NADO did not fulfil the applicable investigation requirements.

Main issue n.2

The sole arbitrator reasons that a CAS appeals proceedings is not the right place to conduct investigative steps that should take place before another body in accordance with the applicable rules. The sole arbitrator notes the investigative steps in a doping case must take place before an ADRV is even asserted against the athlete, whose results would allow the athlete to take informed decisions during the results management procedure that ought to be conducted before any first-instance decision is taken. As such, the sole arbitrator notes that the appropriate course of action is to refer the case back to the NADO. The sole arbitrator decides that the NADO must follow the steps in the Stakeholder Notice and further investigate the atypical findings as the sole arbitrator referred the case back to it.

CAS 2024/A/10872**World Anti-Doping Agency (WADA)
v. National Anti-Doping Agency of
India, Radhika Radhika**Reference number: [CAS 2024/A/10872](#)

Award date: 30 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N.1	
ADO World Anti-Doping Agency (WADA)	 Canada	NADO National Anti-Doping Agency of India	 India
LEGAL TEAM Nicolas Zbinden Attorney-at-law in Lausanne, Switzerland Roberto Kerslake Attorney-at-law in Lausanne, Switzerland		LEGAL TEAM Not available	
SOLE ARBITRATOR		RESPONDENT N.2	
Heiner Kahlert Attorney-at-law in Munich, Germany		Athlete Radhika Radhika	 India
		LEGAL TEAM Not available	

CATEGORY

Other

ISSUES

doping

RELEVANT RULES & REGULATIONS

Indian National Anti-Doping Rules, ed. 2021;
art. 2
CAS Code; art. R57
International Standards for Laboratories;
arts. 1.2.1 & 1.2.2

LANGUAGE

English

KEYWORDS

non-compliance; referral

CASELAW CITED

» **Regulatory interpretation, legal
obligation:** CAS 2015/A/4279; CAS
2018/A/5746.

ORIGIN

National Anti-Doping Agency of India, appeal

Main issue n. 1**Did the NADO fulfil the applicable investigation requirements?**

No, it did not.

Main issue n. 2**Does the NADO must follow the steps in the Stakeholder Notice and further investigate the atypical findings?**

Yes, the NADO must follow the steps in the Stakeholder Notice and further investigate the atypical findings as the sole arbitrator referred the case back to it.

CAS 2024/A/10872

World Anti-Doping Agency (WADA)
v. National Anti-Doping Agency of
India, Radhika Radhika

**Before the Court of Arbitration for
Sport**

- / **13 September 2024:** ADO filed statement of appeal
- / **16 October 2024:** ADO filed appeal brief
- / **8 November 2024:** NADO filed answer
- / **8 November 2024:** athlete did not file answer
- / **5 December 2024:** sole arbitrator appointed
- / **30 December 2024:** sole arbitrator decided not to hold hearing
- / **January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **30 April 2025:** sole arbitrator issued award

Background

On 1 October 2022, the athlete underwent an in-competition doping control. On 1 November 2022, the National Dope Testing Laboratory of India report an atypical finding in the athlete's urine sample. On 23 December 2022, the athlete underwent an out-of-competition doping control. On 5 January 2023, the NDTL reported no presence of any prohibited substance in the athlete's urine sample. On 6 May 2024, the NADO conducted an interview with the athlete. The NADO issued a report on an unknown date after the interview. On 15 May 2024, the NADO issued a decision, informing the athlete of its decision not to move forward the atypical finding as an adverse analytical finding. On 28 May 2024, the ADO requested the case file of the NADO's decision. On 6 August 2024, the ADO received the case file. On 22 August 2024, the ADO made a follow-up request. On 23 August 2024, the ADO received further elements of the case file.

The ADO filed its appeal with CAS requesting that the sole arbitrator set aside the National Anti-Doping Agency of India decision and refer the case back for further investigation. The NADO filed its answer requesting that the sole arbitrator uphold the National Anti-Doping Agency of India decision. The athlete defaulted on her answer.

» CAS 2024/A/10872 World Anti-Doping Agency (WADA) v. National Anti-Doping Agency of India, Radhika Radhika

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the ADO is upheld; (b) the National Anti-Doping Agency of India decision is set aside; and (c) the matter is referred back to the National Anti-Doping Agency of India for further investigation.

Main issue n.1

The sole arbitrator reasons that it is relevant to assess whether the Stakeholder Notice has a binding effect on a NADO. In addition, the sole arbitrator reasons that one of the core purposes of the World Anti-Doping Program is to promote harmonization and that it would be rather surprising if the ADO intended to provide a NADO with discretion whether to follow the steps. The sole arbitrator notes that the wording, context and rationale of the Stakeholder Notice imply that the NADO is obliged to conduct all steps included in it. The sole arbitrator notes that the use of the term “shall” when referring to the conduction of the step ordinarily denotes the creation of legal obligations. In addition, the context of “potentially relevant lines of inquiry” going beyond the step instead employs the less rigid term “should” that confirms that the drafters were careful in their choice of words in terms of avoiding the impression of imposing strict legal obligations where none were meant to be created. Furthermore, the sole arbitrator notes that the Stakeholder Notice states more specifically that the “investigative process” as detailed in it is a “mandatory” one, which suggests that each step is mandatory. The sole arbitrator decides the NADO did not fulfil the applicable investigation requirements.

Main issue n.2

The sole arbitrator reasons that a CAS appeals proceedings is not the right place to conduct investigative steps that should take place before another body in accordance with the applicable rules. The sole arbitrator notes the investigative steps in a doping case must take place before an ADRV is even asserted against the athlete, whose results would allow the athlete to take informed decisions during the results management procedure that ought to be conducted before any first-instance decision is taken. As such, the sole arbitrator notes that the appropriate course of action is to refer the case back to the NADO. The sole arbitrator decides that the NADO must follow the steps in the Stakeholder Notice and further investigate the atypical findings as the sole arbitrator referred the case back to it.

CAS 2023/A/9986

Kuwaiti Sport Club for Deaf, Anwar Munif Al Harbi & Hamad Mohamed Al Marri v. Maher Mohamed Al Ghannam et al.

Reference number: [CAS 2023/A/9986](#)

Award date: 1 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANTS N. 1-3		RESPONDENTS N. 1-4	
 Club Kuwaiti Sport Club for Deaf Official Anwar Munif Al Harbi Hamad Mohamed Al Marri	 Kuwaiti	Official Maher Mohamed Al-Ghannam Ahmed Ali Al-Kandari Fuhaid Mohamed Fuhaid Al-Ajaimi Mohamed Ali Al-Kandari	 Kuwaiti
LEGAL TEAM Nasr Eldin Azzam Attorney-at-law in Cairo, Egypt Meshal Owayed Alshammari Attorney-at-law in Cairo, Egypt		LEGAL TEAM Mutlaq Aljadei Attorney-at-law in Safat, Kuwait Sara Alhajali Attorney-at-law in Safat, Kuwait	
SOLE ARBITRATOR		RESPONDENT N. 5	
Omar Ongaro Legal counsel in Dübendorf, Switzerland		Governmental body The Public Authority for Sport in Kuwait	 Kuwaiti
		LEGAL TEAM Not available	

CATEGORY

Other

ISSUES

de novo review; sanction

RELEVANT RULES & REGULATIONS

CAS Code; art. R57

LANGUAGE

English

KEYWORDS

procedural flaws

CASELAW CITED

- » **Applicable law, principles:** CAS 98/200; CAS 2008/O/1455; CAS 2009/A/1768.
- » **Burden of proof, allocation:** CAS 2003/A/506; CAS 2009/A/1810 & 1811; CAS 2009/A/1975; CAS 2014/A/3546.
- » **De novo review, procedural flaws:** CAS 96/156; CAS 2001/A/345 (editor's note: "CAS 2001/4A/45" on the award); CAS 2023/A/9230.
- » **Standard of proof, comfortable satisfaction:** CAS 2009/A/1920; CAS 2010/A/2172; CAS 2010/A/2267; CAS 2013/A/3258; CAS 2014/A/3625.

ORIGIN

Kuwaiti National Sports Arbitral Tribunal, appeal

Main issue

Are *lex sportiva* principles included in the applicable law?

Yes, the *lex sportiva* principles are included in the applicable law.

CAS 2023/A/9986

**Kuwaiti Sport Club for Deaf, Anwar
Munif Al Harbi & Hamad Mohamed
Al Marri v. Maher Mohamed Al
Ghannam et al.**

Before the Court of Arbitration for Sport

- / **19 September 2023:** appellants filed statement of appeal
- / **19 September 2023:** appellants requested stay
- / **25 September 2023:** NSAT renounced intervention
- / **25 October 2023:** governmental body requested exclusion
- / **31 October 2023:** appellants filed appeal brief
- / **1 November 2023:** sole arbitrator appointed
- / **13 November 2023:** appellants objected to exclusion
- / **14 November 2023:** stay denied
- / **21 November 2023:** respondents filed answer
- / **21 November 2023:** governmental body did not file answer
- / **20 December 2023:** respondents requested hearing
- / **1 January 2024:** appellants requested hearing
- / **January–September 2024:** exchange of correspondences to find hearing date
- / **30 September 2024:** sole arbitrator decided not to hold hearing
- / **28 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **25 February 2025:** appellants did not sign order of procedure
- / **25 February 2025:** governmental body did not sign order of procedure
- / **1 May 2025:** sole arbitrator issued award

Background

The appellants allege that the respondents attempted to disrupt the activities of the club in the lead up to the club's elections by filing fake complaints against the club and spreading false rumours intended to damage the reputation of the appellants. On 9 January 2023, the respondents filed a request for arbitration before the Kuwaiti National Sports Arbitral Tribunal by which they challenged the club's decision to revoke their membership. On 7 August 2023, the NSAT rendered its decision, notifying its grounds to the parties on 31 August 2023. In short, the NSAT decision held that the club had complied with the correct procedure in revoking the membership of the respondents. However, the NSAT decision found that revoking the membership of the respondents was disproportionate to the offences attributed to them. As such, the NSAT decision set aside the decision to revoke the respondent's membership of the club, invalidating the club's elections and ordering the club to repeat the electoral process.

The appellants filed their appeal with CAS requesting that the sole arbitrator set aside the Kuwaiti National Sports Arbitral Tribunal decision. The respondents filed their answer requesting that the sole arbitrator uphold the Kuwaiti National Sports Arbitral Tribunal decision, save for the governmental body that defaulted on its answer.

» CAS 2023/A/9986 Kuwaiti Sport Club for Deaf, Anwar Munif Al Harbi & Hamad Mohamed Al Marri v. Maher Mohamed Al Ghannam et al.

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the appellants is dismissed; and (b) the Kuwaiti National Sports Arbitral Tribunal decision is confirmed.

Main issue

The sole arbitrator reasons the panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the panel deems appropriate. In addition, the sole arbitrator reasons that certain general principles of law are also of potential application as part of the so-called *lex sportiva*. The sole arbitrator notes the parties did not make any submissions regarding the applicable law. As such, the sole arbitrator notes that he shall decide the dispute according to the club's articles of association and, subsidiarily, Kuwaiti law. Moreover, the sole arbitrator notes that he shall apply *lex sportiva* principles. The sole arbitrator decides that the *lex sportiva* principles are included in the applicable law.

CAS 2024/A/10565**Christopher (James) Bacueti
v Fédération Internationale de
Gymnastique (FIG) & Mahdi Olfati**Reference number: [CAS 2024/A/10565](#)

Award date: 21 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N. 1	
Athlete Christopher (James) Bacueti	 Switzerland	IF Fédération Internationale de Gymnastique (FIG)	 Switzerland
LEGAL TEAM SportsLawyers in Melbourne, Australia Paul Horvath , solicitor Robert Heath , barrister in Melbourne, Australia Lucy Dawson , barrister in Melbourne, Australia		LEGAL TEAM Kellerhals Carrard in Lausanne, Switzerland Riccardo Coppa Attorney-at-law Loïc Theilkaes Attorney-at-law	
PANEL		RESPONDENT N. 2	
President. Hans Nater Attorney-at-law in Zurich, Switzerland Arbitrator. Richard McLaren Professor and barrister in London, Canada Arbitrator. Denis Oswald Attorney-at-law and professor in Colombier, Switzerland		Athlete Mahdi Olfati	 Iran
		LEGAL TEAM Amir Saed Vakil , Attorney-at-Law in Tehran, Iran	
AD HOC CLERK		Chui Ling Goh Advocate and solicitor in Singapore, Singapore	

CATEGORY**Governance****ISSUES**competition; *locus standi*; jurisdiction**RELEVANT RULES & REGULATIONS**
 PILA; art. 178
 CAS Code; art. R47
 Olympic Charter; arts. 44 & 61(2)
 SCC; art. 75
LANGUAGE

English

KEYWORDS

qualification; standing to appeal

**CASELAW CITED**

- » **Competition, qualification:** CAS 2011/A/2474; CAS 2019/A/6274.
- » **De novo review, locus standi:** CAS 2013/A/3228; CAS 2021/A/8140.
- » **Jurisdiction, *ratione personae*:** CAS 2011/A/2474; CAS 2017/A/5227.
- » **Jurisdiction, requirements:** CAS 2008/A/1514; CAS 2009/A/1919; CAS 2011/A/2436; CAS 2014/A/37771; CAS 2019/A/6274.
- » **Locus standi, association:** SFT 4A_317/2017; ATF 119 II 271.
- » **Locus standi, qualification rules:** CAS 2021/A/8140; CAS 2024/A/10487.
- » **Locus standi, merits issue:** ATF 128 III 50; ATF 108 II 2016; SFT 4A_424/2008; CAS 2008/A/1639; CAS 2015/A/3959; CAS 2015/A/4289.
- » **Locus standi, standing to appeal:** CAS 2008/A/1583-1584; CAS 2013/A/3140; CAS 2016/A/4602; CAS 2018/A/5658.
- » **Locus standi, standing to be sued:** CAS 2006/A/1206; CAS 2011/A/2747; CAS 2017/A/5227.
- » **Standing to appeal, legitimate interest:** CAS 2013/A/3140.

ORIGIN

Fédération Internationale de Gymnastique (FIG), appeal

Main issue

Does CAS have jurisdiction to hear the appeal filed by Bacueti against Olfati?

No, CAS does not have jurisdiction.

CAS 2024/A/10565

**Christopher (James) Bacueti
v Fédération Internationale de
Gymnastique (FIG) & Mahdi Olfati**

Before the Court of Arbitration for Sport

- / **9 May 2024:** Bacueti filed statement of appeal
- / **9 May 2024:** Bacueti requested expedited proceedings
- / **15 May 2024:** Olfati objected
- / **16 May 2024:** Bacueti requested evidence production
- / **21 May 2024:** Bacueti filed appeal brief
- / **6 June 2024:** first Bacueti-appointed arbitrator did not accept
- / **6 June 2024:** second Bacueti-appointed arbitrator did not accept
- / **12 June 2024:** panel constituted
- / **13 June 2024:** panel decided to hold hearing
- / **14 June 2024:** *ad hoc* clerk appointed
- / **27 June 2024:** IF filed answer
- / **27 June 2024:** Olfati filed answer
- / **27 June 2024:** Olfati objected to jurisdiction
- / **1 July 2024:** IF agreed to jurisdiction
- / **1 July 2024:** IF objected to *locus standi*
- / **1 July 2024:** Bacueti filed comments
- / **1 July 2024:** Bacueti filed new evidence
- / **1 July 2024:** IF objected to new evidence
- / **1 July 2024:** IF accepted comments
- / **2 July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **3 July 2024:** panel held online hearing
- / **8 July 2024:** panel issued operative part
- / **21 May 2025:** panel issued award

Background

The IF decided to allocate to Olfati the second quota place for the vault apparatus competition at the Summer Olympic Games in Paris, France. Bacueti contests the IF decision on its interpretation of its qualification system.

Bacueti filed his appeal with CAS requesting that the panel set aside the Fédération Internationale de Gymnastique (FIG) decision. The IF and Olfati filed their respective answers requesting that the panel uphold the Fédération Internationale de Gymnastique (FIG) decision.

» CAS 2024/A/10565 Christopher (James) Bacueti v Fédération Internationale de Gymnastique (FIG) & Mahdi Olfati

MAIN LEGAL FINDINGS

The panel decided that the CAS has no jurisdiction to hear the appeal filed by Bacueti.

Main issue

The panel reasons that the CAS Code provides for three prerequisites for the CAS to have jurisdiction in appeal proceedings: (i) the parties must have agreed to the competence of the CAS; (ii) there must be a decision of a federation, association or another sports-related body; and (iii) the appellant must have exhausted the internal legal remedies available prior to appealing before the CAS. In addition, the panel reasons that an arbitral tribunal must start its examination by underlying the principle of consent in arbitration when verifying whether an agreement exists between the parties covering the dispute at stake that provides for CAS arbitration, respectively: (i) jurisdiction *ratione personae*; and (ii) jurisdiction *ratione materiae*. Moreover, the panel reasons that the question of jurisdiction *ratione personae* in CAS arbitration cases often involves a procedural and a substantive aspect. The panel reasons that it concerns the existence of an arbitration agreement giving the appellant the right to bring a case, which is the procedural aspect of jurisdiction *ratione personae*. Furthermore, the panel reasons that it concerns a substantive aspect of whether the appellant has an underlying right to sue the respondent. However, the panel reasons that the procedural and substantive aspects of jurisdiction *ratione personae* are not always aligned and could be mutually exclusive in context. In other words, the panel reasons that in the general category of persons having an arbitration agreement or being able to benefit from an offer to arbitrate in a statute, not all of them will have an underlying substantive right upon which to base their claims. Simultaneously, the panel reasons that a party stands to be sufficiently affected by the matter at hand in order to qualify as a proper respondent within the meaning of the law may be found to be in a situation without a valid arbitration agreement. The panel notes that the Olympic Charter rule 61.2 provides jurisdiction *ratione materiae*. In addition, the panel notes that the agreement to arbitrate between Bacueti and the IF is undisputed as well as the jurisdiction *ratione personae* limited to them. However, the panel notes that the jurisdiction *ratione personae* relating to Bacueti and Olfati is different as Olfati raised his objection to the CAS jurisdiction. As such, the panel notes that the involvement of Olfati as a party is based on his legal interests in the matter, as the disputes at stake regards his quota place at the Paris Olympic Games. The panel notes that this is an issue of substantive right of jurisdiction *ratione personae* rather than the procedural aspect of it. As such, the panel notes that it does not have jurisdiction to hear the dispute between Bacueti and Olfati. The panel decides that the CAS does not have jurisdiction to hear the appeal filed by Bacueti against Olfati.

CAS 2024/A/10535**Ekaterina Guliye v.
World Athletics**Reference number: [CAS 2024/A/10535](#)

Award date: 23 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Athlete Ekaterina Guliye	 Türkiye	IF World Athletics	 Monaco
LEGAL TEAM Clever Consult in Moscow, Russia Artem Patsev Attorney-at-law Anna Antseliovich Attorney-at-law		LEGAL TEAM Kellerhals Carrard in Lausanne, Switzerland Nicolas Zbinden Attorney-at-law Adam Taylor Attorney-at-law Michael Kottmann Attorney-at-law	
PANEL	President. James Drak KC Barrister in London, United Kingdom		Arbitrator. Efraim Barak Attorney-at-law in Tel Aviv, Israel
			Arbitrator. Ulrich Haas professor in Zurich, Switzerland and attorney-at-law in Hamburg,

CATEGORY**Other****ISSUES**Doping; *res judicata***RELEVANT RULES & REGULATIONS**

PILA; art. 190
 IAAF Competition Rules, ed. 2012; arts. 32
 & 40
 World Athletics Anti-Doping Rules, ed. 2024;
 art. 3.2

LANGUAGE

English

KEYWORDS

disqualification

ORIGIN

Court of Arbitration for Sport, appeal

Preliminary issue**Is World Athletics relitigating the case against the athlete?**

No, World Athletics is not relitigating the case against the athlete.

CASELAW CITED

- » **Doping, disqualification:** CAS 2016/A/4486.
- » **Doping, evidence:** CAS 2021/A/8012.
- » **Evidence, cumulative weight:** CAS 2015/A/4059; CAS 2018/O/5713.
- » **Evidence, fair and accurate:** CAS 2021/A/7840.
- » **Principles, fairness:** CAS 2016/O/4481; CAS 2018/O/5713; CAS 2019/A/6167.
- » **Res judicata, jurisdiction:** ATF 127 III 279.
- » **Res judicata, procedural issue:** ATF 136 III 345.
- » **Res judicata, scope:** ATF 121 III 474; ATF 127 III 279; ATF 136 III 345; ATF 140 III 278.

CAS 2024/A/10535

Ekaterina Gulyev v.
World Athletics

Before the Court of Arbitration for Sport

- / **26 April 2024:** athlete filed statement of appeal
- / **1 July 2024:** athlete filed appeal brief
- / **17 September 2024:** IF filed answer
- / **25 September 2024:** panel constituted
- / **December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **23 May 2025:** panel issued award

Background

The athlete's appeal is directed against the IF regarding a Court of Arbitration for Sport award issued on 28 March 2024 by which the sole arbitrator found that the athlete had committed an anti-doping rule violation and imposed a 4-year period of ineligibility on the athlete.

The athlete filed her appeal with CAS requesting that the panel set aside the Court of Arbitration for Sport decision, including a challenge on *res judicata* basis considering the award CAS 2016/A/4486. The IF filed its answer requesting that the panel uphold the Court of Arbitration for Sport decision.

» CAS 2024/A/10535 Ekaterina Guliyev v. World Athletics

MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the athlete is dismissed; and (b) the Court of Arbitration for Sport decision is confirmed.

Preliminary issue

The panel reasons that *res judicata* may be defined as a decision pronounced by an adjudicating body that has jurisdiction over the cause and the parties in which it disposes once and for all the matter(s) at hand in a way that it cannot be relitigated between the same parties again. In addition, the panel reasons that the scope of the *res judicata* effects follows the doctrine of *limitierte Wirkenserstrckung* or *effect exécutoire controlee*. As such, the panel reasons that the effects of the award in question must be determined according to the law governing the award. Moreover, the panel reasons that the dispute brought before an adjudicating body must be identical to one that has already been decided in earlier proceedings for the principle to apply. As such, the panel reasons that the identity requirement calls for a triple identity test: (i) same parties; (ii) same claim; (iii) same facts. The panel notes that that the award in question is governed by the PILA. The panel notes that both disputes are not identical as the claims and set of facts brought in CAS 2016/A/4486 and CAS 2023/O/9505 are not the same. The panel decides that the IF is not relitigating the case against the athlete.

CAS 2024/A/11043**Vladan Spaic & Cercle des Nageurs de Marseille v. European Aquatics**Reference number: [CAS 2024/A/11043](#)

Award date: 5 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Athlete, Vladan Spaic	 Montenegro	 Confederation European Aquatics	 Switzerland
 Club Cercle des Nageurs de Marseille	 France	LEGAL TEAM Bär & Karrer in Zurich, Switzerland Jonas Gürtler Attorney-at-law Emanuel Cortada Attorney-at-law	
LEGAL TEAM Selarl Kelten Sport in Marseille, France Julien Berenger Attorney-at-law			
SOLE ARBITRATOR		Despina Mavromati Attorney-at-law in Lausanne, Switzerland	

CATEGORY**Procedural****ISSUES**

jurisdiction

RELEVANT RULES & REGULATIONS

CAS Code; art. R47
PILA; art. 178
ECHR; art. 6

LANGUAGE

English

KEYWORDS

arbitration agreement; stay

CASELAW CITED

- » **Arbitration agreement, substantive validity:** SFT 4A_388/2012.
- » **Due process, right to a fair trial:** CAS 2009/A/1995.
- » **Regulatory interpretation, arbitration agreement:** SFT 4A_430/2023.
- » **Regulatory interpretation, methods:** SFT 4A_314/2007; SFT 4A_600/2016; SFT 4A_490/2017; ATF 142 III 402.
- » **Regulatory interpretation, right to appeal:** CAS 2005/A/952; CAS 2021/A/8403.
- » **Regulatory interpretation, tempus regit actum:** CAS 2018/O/5822.

ORIGIN

European Aquatics Disciplinary Panel, appeal

Main issue**Does CAS have jurisdiction to hear the appeal?**

No, CAS does not have jurisdiction to hear the appeal.

CAS 2024/A/11043**Vladan Spaic & Cercle des Nageurs
de Marseille v. European Aquatics****Before the Court of Arbitration for
Sport**

- / **29 November 2024:** appellants filed statement of appeal
- / **29 November 2024:** appellants requested stay
- / **3 December 2024:** confederation defaulted
- / **3 December 2024:** confederation objected to jurisdiction
- / **4 December 2024:** confederation requested deadline reinstatement
- / **5 December 2024:** appellants objected
- / **6 December 2024:** reinstatement denied
- / **23 December 2024:** appellants requested SoA considered as appeal brief
- / **8 January 2025:** appellants filed translated SoA
- / **4 February 2025:** stay granted
- / **6 February 2025:** confederation requested bifurcation
- / **6 February 2025:** confederation requested stay set aside
- / **7 February 2025:** sole arbitrator appointed
- / **12 February 2025:** appellants objected
- / **14 February 2025:** bifurcation granted
- / **25 February 2025:** confederation filed submission on jurisdiction
- / **17 March 2025:** appellants filed submission on jurisdiction
- / **5 May 2025:** sole arbitrator issued award

Background

On 9 October 2024, the first water polo Champions League group match took place in Marseille, France, between the club and a Montenegrin club. At 3:41 in the second half of the match, the athlete struck an opponent. After the match, the athlete publicly apologized through his social media. In addition, the athlete spoke to the opponent on the day after the match and offered his apologies.

On 11 October 2024, the European Aquatics notified the club of the European Aquatics TWPC Commission decision that sanctioned the athlete that had been issued without previously consulting with the club and the athlete. On 14 October 2024, the club sent an email to the confederation, requesting clarification. On 17 October 2024, the confederation informed the club that it could submit a written appeal with evidence or facts justifying the appeal, which it would forward to the appropriate body in accordance with the regulations. On the same date, the club indicated that it wished to file an appeal, requesting further information from the confederation. The confederation did not answer the email. The club resent the email on 22 October 2024, alongside its appeal and evidence. On 24 October 2024, the confederation informed the club that the appeal had to be filed in writing and should set out the facts and evidence justifying the appeal. On 25 October 2024, the club sent a written appeal by email, alongside the exhibits it had sent before. On 10 November 2024, the European Aquatics Disciplinary Panel issued its decision, confirming the EA TWPC Commission decision.

The athlete and the club filed their appeal with CAS requesting that the sole arbitrator set aside the European Aquatics Disciplinary Panel decision. The confederation filed its answer requesting that the sole arbitrator uphold the European Aquatics Disciplinary Panel decision and raising its lack of jurisdiction defense.

» CAS 2024/A/11043 Vladan Spaic & Cercle des Nageurs de Marseille v. European Aquatics

MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the CAS does not have jurisdiction to hear the appeal; and (b) the stay of execution is revoked with immediate effect.

Main issue

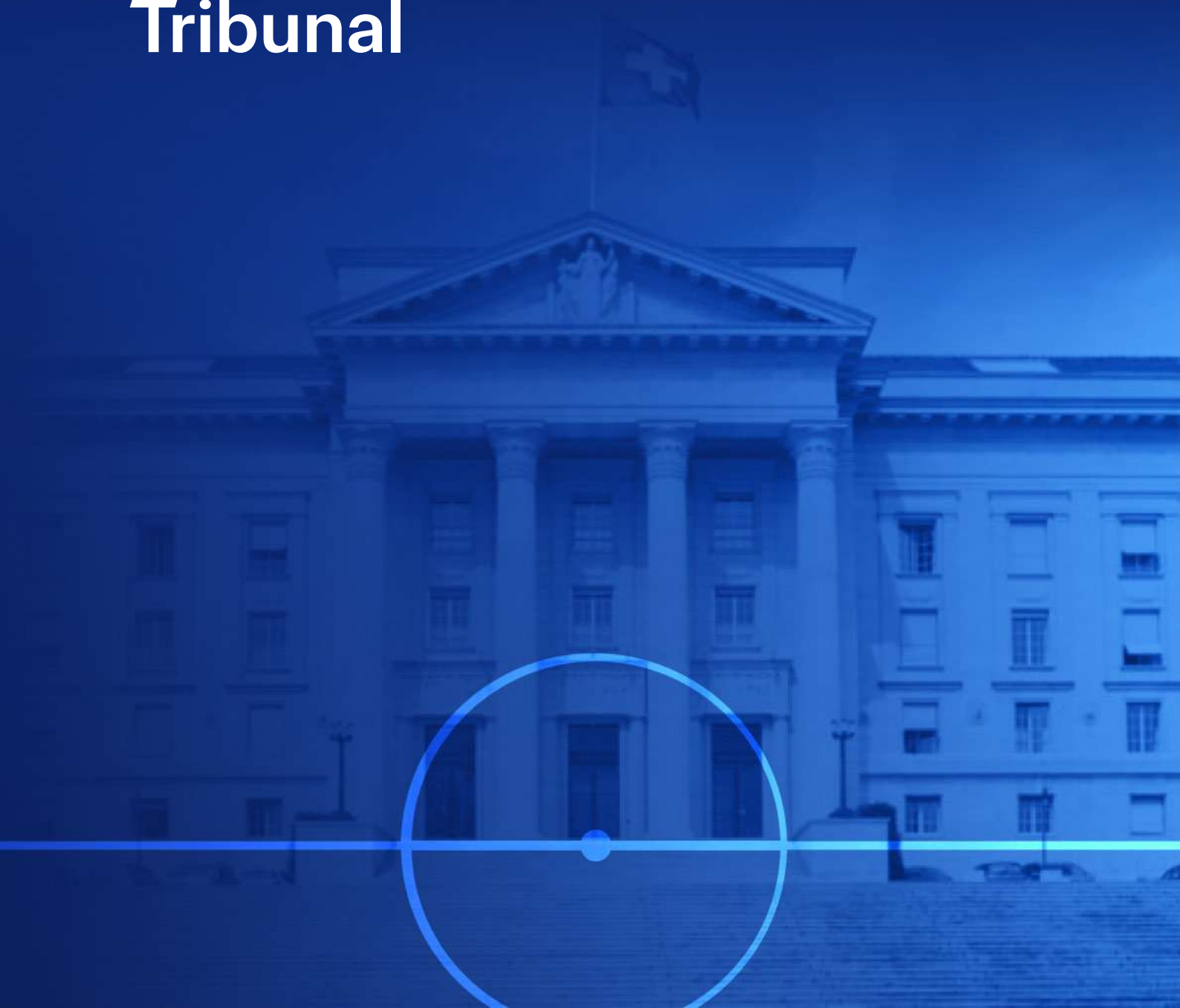
The sole arbitrator reasons that an arbitration agreement must be made in writing or any other means of communication allowing it to be evidenced by text in accordance with PILA art. 178(1). In addition, the sole arbitrator reasons that an arbitration agreement is valid as to its substance if it conforms either with the law chosen by the parties or with the law governing the subject-matter of the dispute, or with Swiss law in accordance with PILA art. 178(2). The sole arbitrator reasons that the CAS Code art. R47 provides for the possibility of bringing an appeal to the CAS either through a specific arbitration agreement or through a statutory basis. In addition, the sole arbitrator reasons that arbitration agreements enshrined in CAS Code art. R47 are those pursuant to which the parties agree to have existing and/or future disputes decided by an arbitral tribunal according with the relevant procedural provisions, excluding the competence of state courts. Moreover, the sole arbitrator reasons that CAS cannot rewrite or interpret an association's rules in such a way as to establish jurisdiction from a non-existent arbitration clause as this would amount to overstepping its jurisdiction limits. As such, the sole arbitrator reasons that a reference in the rules of a sports federation that integrates a valid arbitration agreement must be specific in its personal and material scope to bind the respective parties and cover the scope of the dispute. The sole arbitrator notes that the substantive validity of the arbitration agreement is determined in accordance with Swiss law. Moreover, the sole arbitrator reasons that the issue of jurisdiction and the existence of a valid arbitration agreement in favor of CAS should be distinguished from an appellant's fundamental right in line with mandatory Swiss law as CAS must have jurisdiction to hear a dispute to apply due process principles that include the right to a fair trial. The sole arbitrator notes that the parties have not concluded a specific arbitration agreement. In addition, the sole arbitrator notes that the appellants failed to discharge their burden of proving that there is a statutory arbitration agreement. The sole arbitrator decides that CAS does not have jurisdiction to hear the appeal.



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Other landmark cases

Swiss Federal Tribunal



SFT 4A_12/2025

[A.] v [B.]

Reference number: [SFT 4A_12/2025](#)
Award date: 10 March 2025
Original CAS award: CAS 2022/A/9311



APPELLANT	RESPONDENT
Club [A.]	Player [B.]
LEGAL TEAM Vitus Derungs Attorney-at-law	LEGAL TEAM Melanie Schärer Attorney-at-law

FEDERAL JUDGES	President. Christina Kiss	Judge. Yves Rüedi	Judge. Marie-Chantal May Canellas

CATEGORY

Procedural

ISSUES

jurisdiction

RELEVANT RULES & REGULATIONS

PILA; art. 190

LANGUAGE

German

KEYWORDS

lack of jurisdiction

CASELAW CITED

- » **Annulment, lack of jurisdiction:** ATF 147 III 107; ATF 148 III 427.
- » **Language, choice:** ATF 142 III 521.
- » **SFT, appeal requirements:** ATF 150 III 280.
- » **SFT, appeal scope:** ATF 140 III 16.
- » **SFT, burden of proof:** SFT 4A_269/2023; SFT 4A_43/2024.
- » **SFT, evidence:** ATF 144 III 559; ATF 142 III 220; ATF 140 III 477.

ORIGIN

CAS Appeals Arbitration Division, appeal

Main issue

Does the Court of Arbitration for Sport have jurisdiction to hear the dispute?
Yes, it had.

SFT 4A_12/2025

[A.] v [B.]

Before the Swiss Federal Tribunal/ **10 March 2025:** SFT issued decision

Background

The original dispute involves the employment relationship between the club and the player, which the parties have agreed to an end on 20 November 2020 by signing a termination agreement. On 14 June 2022, the player filed a claim before the FIFA Football Tribunal Dispute Resolution Chamber against the club for breach of contract. The FIFA DRC issued its decision on 29 September 2022, partially accepting the player's claim. The club appealed the FIFA DRC decision before the Court of Arbitration for Sport. The panel dismissed the club's appeal on 3 December 2024. The club filed an appeal before the Swiss Federal Tribunal.

MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the club is dismissed; and (b) the costs of the proceedings are borne by the club.

Main issue

The SFT reasons that a party must raise a lack of jurisdiction defense before the arbitral tribunal to seek its award annulment before the SFT. The SFT notes that the club did not raise a lack of jurisdiction defense before the CAS panel. The SFT decides that the CAS had jurisdiction to hear the dispute.

SFT 4A_616/2024

[A.] v. [B.] & [C. SRL]

Reference number: [SFT 4A_616/2024](#)

Award date: 24 March 2025

Original CAS award: CAS 2022/O/9269



APPELLANT		RESPONDENT	
Player [A.]	 Switzerland	Agent [B.]	 France
LEGAL TEAM Lucien W. Valloni Attorney-at-law Noemi Delli Colli Attorney-at-law		Agency [C. SRL]	 Romania
		LEGAL TEAM Alexandre Zen-Ruffinen Attorney-at-law	
FEDERAL JUDGES		President. Christina Kiss	Judge. Christian Denys
			Judge. Marie-Chantal May Canellas

CATEGORY

Procedural

ISSUES

jurisdiction; public policy

RELEVANT RULES & REGULATIONS

PILA; art. 190

LANGUAGE

German

KEYWORDS

arbitrability; lack of jurisdiction; procedural
public policy; substantive public policy

ORIGIN

CAS Ordinary Arbitration Division, appeal

Main issue

Does the award Swiss public policy?

No, it does not.

CASELAW CITED

- » **Annulment, lack of jurisdiction:** ATF 150 III 89; ATF 149 III 131; ATF 147 III 107; ATF 144 III 559; ATF 142 III 220; ATF 140 III 134; ATF 138 III 29.
- » **Annulment, public policy:** ATF 121 III 331; ATF 144 III 120; ATF 138 III 322.
- » **Language, choice:** ATF 142 III 521.
- » **Public policy, procedural:** ATF 147 III 379; AFT 141 III 229; ATF 140 III 278; AFT 136 III 345; ATF 150 III 238; ATF 129 III 445.
- » **Public policy, substantive:** ATF 144 III 230; ATF 144 III 120; ATF 138 III 322.
- » **SFT, appeal requirements:** ATF 150 III 280; ATF 146 III 358; ATF 134 III 186; ATF 134 III 565; ATF 119 II 380.
- » **SFT, appeal scope:** ATF 136 III 605; ATF 150 III 280; ATF 140 III 16; ATF 142 III 239; ATF 140 III 134; ATF 150 III 147; SFT 4A_478/2017; SFT 4A_446/2022; SFT 4A_180/2023; SFT 4A_268/2024.
- » **SFT, evidence:** ATF 144 III 559; ATF 142 III 220; ATF 140 III 477.

SFT 4A_616/2024

[A.] v. [B.] & [C. SRL]

Before the Swiss Federal Tribunal

- / **November 2024:** player filed appeal
- / **22 November 2024:** SFT denied request for stay
- / **24 March 2025:** SFT issued decision

Background

The original dispute involves two agency agreements between a player, an agent, and an agency signed, respectively, on 4 August 2020 and on 11 June 2022. The player unilaterally terminated the agency agreement on 25 September 2022 and signed an employment agreement with a Swiss club on 28 September 2022. The agent and the agency sued the player before the Court of Arbitration for Sport on 15 November 2022, requesting compensation and 20% of any future remuneration the player may earn under his employment contract clause 7. The player objected to the CAS jurisdiction. The panel issued its award on 22 October 2024, partially accepting the agent's and the agency's claims.

The player appealed before the Swiss Federal Tribunal, seeking to annul the CAS award and to declare that CAS does not have jurisdiction to hear the dispute. In addition, the SFT dismissed the player's request for stay on 22 November 2024.

MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the player is dismissed; and (b) the costs of the proceedings are borne by the player.

Main issue

The SFT reasons that an international arbitration award may violate substantive public policy or procedural public policy in accordance with Swiss law. The SFT notes that the player did not discharge his burden of proof regarding any public policy violation. The SFT decides that the award is in line with both substantive and procedural public policies.

SFT 4A_638/2024

[A.] v [B.]

Reference number: [SFT 4A_638/2024](#)

Award date: 27 March 2025

Original CAS award: CAS 2021/A/8268



APPELLANT		RESPONDENT	
Club [A.]		Coach [B.]	 Portuguese
LEGAL TEAM Luca Tettamanti Attorney-at-law Raphaël Bourré Attorney-at-law		LEGAL TEAM Serge Vittoz Attorney-at-law	

FEDERAL JUDGES			
President. Christina Kiss		Judge. Yves Rüedi	Judge. Marie-Chantal May Canellas

CATEGORY

Procedural

ISSUES

public policy

RELEVANT RULES & REGULATIONS

PILA; art. 190

LANGUAGE

French

KEYWORDS

procedural public policy; substantive public policy

CASELAW CITED

- » **Annulment, procedural public policy:** ATF 134 III 186.
- » **SFT, appeal requirements:** ATF 150 III 280; SFT 4A_65/2018.
- » **SFT, appeal scope:** ATF 138 III 29; ATF 140 III 16; SFT 4A_322/2015; SFT 4A_54/2019; SFT 4A_140/2022.
- » **SFT, language:** ATF 142 III 521.

ORIGIN

CAS Ordinary Arbitration Division, appeal

Main issue

Does the award Swiss substantive public policy?

No, it does not.

SFT 4A_638/2024

[A.] v. [B.]

Before the Swiss Federal Tribunal

- / **29 November 2024:** club filed appeal
- / **29 November 2024:** club filed requested stay
- / **4 December 2024:** SFT denied request for stay
- / **27 March 2025:** SFT issued decision

Background

The original dispute involves a football club and a Portuguese coach that signed an employment agreement on 23 September 2020. On 12 April 2021, the coach filed a claim before the FIFA Football Tribunal Players' Status Chamber, seeking compensation for the club's unilateral termination of his employment contract without just cause. On 30 June 2021, the FIFA PSC rendered its decision, partially accepting the coach's claim. On 27 August 2021, the coach appealed the decision before the Court of Arbitration for Sport. The arbitral tribunal issued its decision on 31 October 2024, partially upholding the coach's appeal.

The club appealed before the Swiss Federal Tribunal, seeking to annul the CAS award and requesting a stay. The SFT dismissed the club's request for stay on 4 December 2024.

MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the club is dismissed; and (b) the costs of the proceedings are borne by the club.

Main issue

The SFT reasons that an international arbitration award may violate substantive public policy or procedural public policy in accordance with Swiss law. In addition, the SFT reasons that the arbitral award's results must be incompatible with public policy. The SFT notes that the club did not discharge its burden of proof regarding any public policy violation, especially that the CAS panel issued an award incompatible with Swiss substantive public policy for violating the *pacta sunt servanda* principle. Moreover, the SFT notes that the club did not show that the panel refused to apply a contractual clause while admitting that it binds the parties, nor mandated that the parties comply with a clause that it considered not binding to the parties. As such, the SFT notes no contradiction with the result of the CAS award. The SFT decides that the award is in line with substantive public policy.



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Time limit

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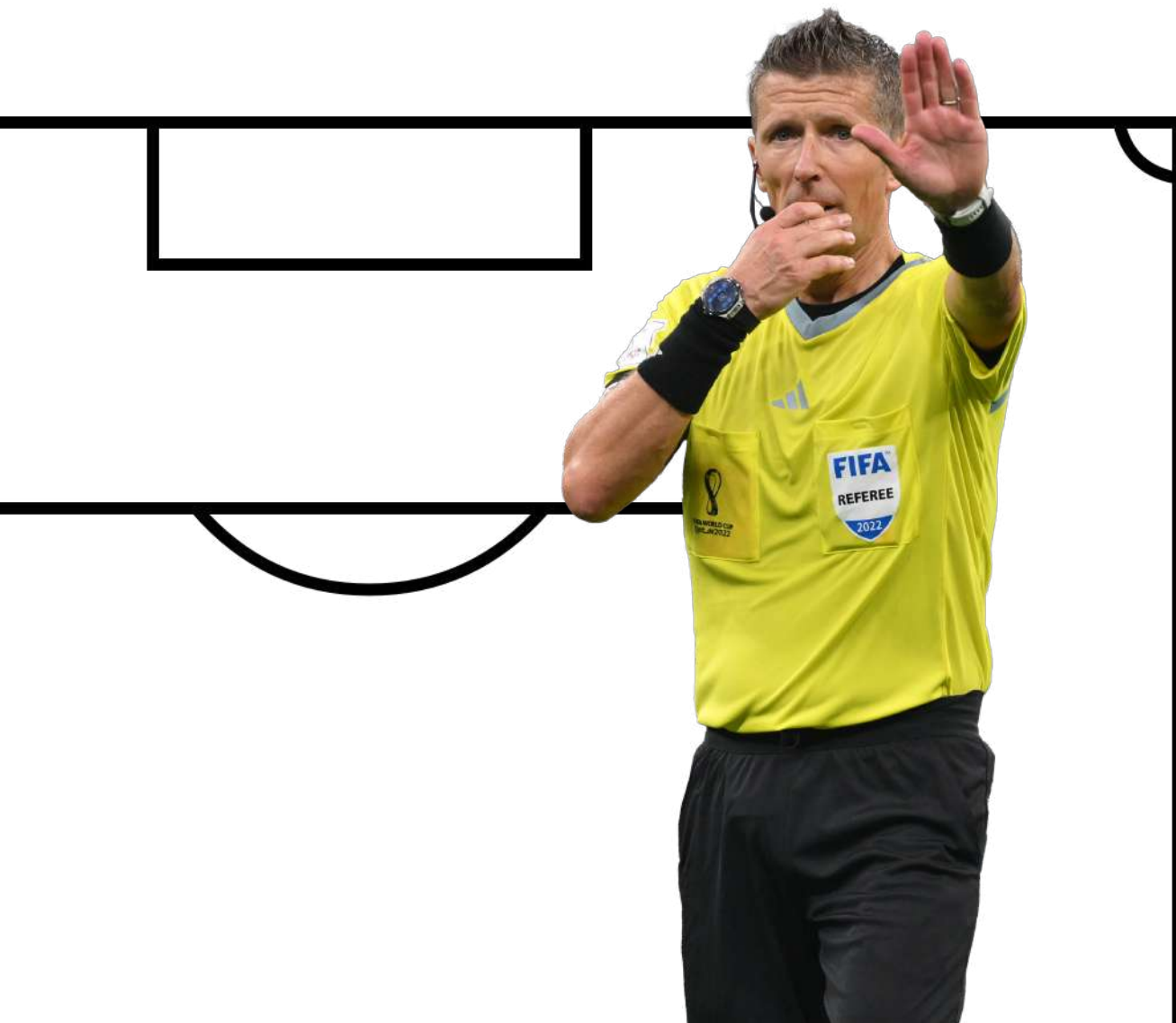
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Quarterly Report on CAS Football Awards