

**FIFA<sup>®</sup>**

**Quarterly Report  
on CAS Football  
Awards**

July - September

**2025 Edition**

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# FIFA®

Quarterly Report on CAS Football Awards

# Court of Arbitration for Sport

- » FIFA Football Tribunal | Dispute Resolution Chamber
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- » FIFA Clearing House
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- » Non-FIFA cases



TAS  
Tribunal Arbitral du Sport  
CAS  
Court of Arbitration for Sport

# FIFA®

Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

**FIFA Football Tribunal**

# Dispute Resolution Chamber



# CAS 2024/A/10400

## Aris Limassol FC v. Abdeljalil Medioub

Reference number: [CAS 2024/A/10400](#)

Award date: 15 January 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club <b>Aris Limassol FC</b>	 Cyprus	Player <b>Abdeljalil Medioub</b>	 France
<b>LEGAL TEAM</b> Christoforos F. Florou   Attorney-at-law in Limassol, Cyprus Lysandros Lysandrou   Attorney-at-law in Limassol, Cyprus		<b>LEGAL TEAM</b> Loizos Hadjidemetriou   Attorney-at-law in Nicosia, Cyprus	
<b>SOLE ARBITRATOR</b>		Patrick Lafranchi   Attorney-at-law in Bern, Switzerland	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

*locus standi*; jurisdiction; termination

### RELEVANT RULES & REGULATIONS

CAS Code; art. R41  
Cyprus MA RSTP & NDRC; art. 22  
FIFA RSTP; art. 17, 22  
SCO; art. 73, 337, 339

### LANGUAGE

English

### KEYWORDS

breach of contract; compensation; just cause; lack of jurisdiction; mitigation; NDRC; standing to be sued

### CASE LAW CITED

- » **Breach of contract, compensation:** CAS 2005/A/876; CAS 2008/A/1519 & 1520; CAS 2007/A/1358; CAS 2007/A/1359; CAS 2008/A/1568.
- » **Compensation, calculation:** CAS 2008/A/1519 & 1520; CAS 2010/A/2146 & 2147; CAS 2015/A/4346; CAS 2015/A/4046 & 4047; CAS 2016/A/4843; Cas 2017/A/5366; CAS 2018/A/5607; CAS 2018/A/6017.
- » **Locus standi, horizontal dispute:** CAS 2020/A/7144.
- » **Locus standi, vertical dispute:** CAS 2016/A/4838.

### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

#### Preliminary issue

**Did the FIFA DRC have jurisdiction to hear the dispute?**

Yes, the FIFA DRC had jurisdiction to hear the dispute.

#### Main issue n. 1

**Did the club have just cause to terminate the player's employment contract?**

No, the club did not have just cause to terminate the player's employment contract.

**CAS 2024/A/10400**

Aris Limassol FC v. Abdeljalil Medioub

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

- / **6 October 2023:** player filed claim
- / **11 January 2024:** decision rendered
- / **4 March 2024:** decision notified

**Before the Court of Arbitration for  
Sport**

- / **22 March 2024:** club filed statement of appeal
- / **2 April 2024:** FIFA filed comments
- / **2 April 2024:** FIFA renounced intervention
- / **3 April 2024:** club filed appeal brief
- / **18 April 2024:** sole arbitrator appointed
- / **19 May 2024:** player filed answer
- / **21 June 2024:** sole arbitrator decided to hold hearings
- / **21 August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **10 September 2024:** sole arbitrator held hybrid hearing
- / **23 September 2024:** club filed submission upon request
- / **15 January 2025:** sole arbitrator issued award

**Background**

The parties signed employment agreement and supplementary agreement on 31 August 2022. The player's counsel set a warning notice to the club on 28 June 2023 due to his removal from the team. The club reintegrated the player with the team afterwards. The club terminated the player's employment contract on 10 August 2023 without providing any reason. The player's counsel sent a warning notice to the club on 11 August 2023. The player signed an employment contract with an Algerian club on 9 September 2023.

The player filed a claim before the FIFA DRC against the club for breach of contract on 6 October 2023, requesting compensation. The FIFA DRC rendered its decision on 11 January 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 4 March 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 confirm the FIFA DRC decision.

## » CAS 2024/A/10400 Aris Limassol FC v. Abdeljalil Medioub

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA DRC decision is amended; (c) the costs of the arbitration are borne 80% by the club and 20% 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.

#### Preliminary issue

The sole arbitrator reasons that parties to an employment contract must validly deviate from the FIFA DRC default jurisdiction. Moreover, for parties to an employment contract to validly defer any dispute arising from that contract to an arbitral tribunal validly: (i) the arbitral tribunal must be independent; (ii) the arbitration clause must be included either directly in the contract or in a collective bargaining agreement; (iii) the arbitral tribunal must guarantee fair proceedings; and (iv) the arbitral tribunal must respect the principle of equal representation of players and clubs.

The sole arbitrator notes that Cyprus MA NDRC lacks equal representation and was not operational at the time the player filed his claim before the FIFA DRC.

The sole arbitrator decides that the FIFA DRC had jurisdiction to hear the dispute.

#### Main issue

The sole arbitrator reasons that a fact stands as true if undisputed.

The sole arbitrator notes that the club did not dispute that it had terminated the player's employment contract without just cause.

The sole arbitrator decides that the club did not have just cause to terminate the player's employment contract.

# CAS 2023/A/9628

## Galatasaray Sportif A.S. v. Omar Elabdellaoui

Reference number: [CAS 2023/A/9628](#)

Award date: 22 April 2024

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Galatasaray Sportif A.S.</b>	 Turkey	<b>Player</b> <b>Omar Elabdellaoui</b>	 Norway
<b>LEGAL TEAM</b> Ruiz-Huerta & Crespo Sports Lawyers in Valencia, Spain <b>Juan de Dios Crespo Pérez</b>   Attorney-at-law <b>Juan (Emily) Yu</b>   Attorney-at-law		<b>LEGAL TEAM</b> Zemberis, Markezinis, Lambrou & Associates in Athens, Greece <b>Konstantinos Zemberis</b>   Attorney-at-law	
<b>PANEL</b>	<b>President.</b> <b>Eligiusz Krzesniak</b> Attorney-at-law in Warsaw, Poland	<b>Arbitrator.</b> <b>Marco Balmelli</b> Attorney-at-law in Basel, Switzerland	<b>Arbitrator.</b> <b>Lars Hilliger</b> Attorney-at-law in Copenhagen, Denmark

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

termination

### RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 17  
SCO; arts. 44, 104, 163; 337

### LANGUAGE

English

### KEYWORDS

breach of contract; compensation; just cause; liquidated damages

### CASE LAW CITED

- » **Liquidated damages, requirements:** CAS 2015/A/3999 & 4000; CAS 2016/A/4826.
- » **Liquidated damages, parties' autonomy:** CAS 2012/A/2910.
- » **Termination, just cause:** CAS 2014/A/343; CAS 2016/A/4846; CAS 2021/A/8477 & 8492.
- » **Termination, need for notice:** ATF 138 I 113.
- » **Termination, sporting performance:** CAS 2010/A/2049; CAS 2015/A/4122; CAS 2018/A/6029.

### ORIGIN

FIFA Football Tribunal 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 to terminate the player's employment contract.

**CAS 2023/A/9628**Galatasaray Sportif A.S. v.  
Omar Elabdellaoui**Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **30 September 2022**: player filed claim
- / **30 March 2023**: decision rendered
- / **18 April 2023**: grounds notified

**Before the Court of Arbitration for  
Sport**

- / **8 May 2023** : club filed statement of appeal
- / **10 May 2023** : FIFA requested exclusion
- / **10 May 2023** : club agreed
- / **13 May 2023** : club filed appeal brief
- / **August 2023**: player filed answer
- / **14 August 2023**: panel constituted
- / **5 September 2023**: panel decided to hold hearing
- / **19 September 2023**: CAS Court Office forwarded order of procedure to the parties
- / **26 November 2023**: club filed new evidence
- / **21 December 2023**: panel held in-person hearing
- / **22 April 2024**: panel issued award

## Background

The parties signed an employment agreement on 17 August 2020. On 31 December 2020, the player suffered an injury caused by fireworks during the New Year's Eve celebrations. The player's eyesight was heavily compromised, and he underwent several surgeries, needing almost 14 months to recover. The player's employment contract remained in force throughout and the club continued to pay his salaries. On 22 December 2021, the parties concluded a payment schedule. On 21 February 2022, the club fielded the player for the first time since the accident. The player participated in 7 matches between that date and 19 August 2022.

On 19 August 2022, the player sent a default notice to the club. On 25 August 2022, the club stated that all payment due under the employment contract had been paid in full. On 1 September 2022, the club emailed the player's agent concerning an offer from another Turkish club for a temporary transfer. Later that date, the club sent a termination notice to the player, citing poor performance and the player's prior firework-related injury. On 2 September 2022, the player informed the club that he considered club's termination unjustified.

The player filed a claim before the FIFA DRC against the club for breach of contract on 30 September 2022, requesting outstanding remuneration and compensation. On 2 December 2022, the player signed a new contract with a Norwegian club. The FIFA DRC rendered its decision on 30 March 2023, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 18 April 2023.

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

## » CAS 2023/A/9628 Galatasaray Sportif A.S. v. Omar Elabdellaoui

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the 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 a contribution in the amount of CHF 6,000 towards the legal fees and other expenses.

#### Main issue

The panel reasons that inadequate sporting performance is not a valid ground for early termination of an employment contract for cause. Moreover, a party to an employment relationship has a very small window of time to exercise the right to terminate a contract for cause. Otherwise, the right to termination is deemed waived.

In addition, the panel reasons that compensation clauses included in an employment contract in which parties agree in advance for compensation due in case of breach of contract prevail over the FIFA RSTP art. 17(l) provisions. However, such liquidated damages clause must be proportionate but do not need to be reciprocal necessarily.

The panel notes that the club alleged poor performance on the player's part as well as a player's injury that had taken place 20 months prior to the club's termination of his employment contract. As such, the club did not have valid ground to terminate the player's employment contract.

In addition, the panel notes that the player's employment contract included a valid liquidated damages clause that entitles him to the residual value of the employment contract. The clause is deemed proportionate and reciprocal. As such, the club cannot deduct the player's subsequent earnings from when he signed with the Norwegian club.

The panel decides that the club did not have just cause to terminate the player's employment contract.

# CAS 2021/A/7714

## Nantong Zhiyun Football Club v. Anatole Bertrand Abang & CJSC SC Sheriff

Reference number: [CAS 2021/A/7714](#)

Award date: 7 June 2022

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Nantong Zhiyun Football Club	 China	<b>Player</b> Anatole Bertrand Abang	 Cameroon
<b>LEGAL TEAM</b> João Filipe Lobão   Attorney-at-law in Lisbon, Portugal		<b>LEGAL TEAM</b> Joachim Rain   Attorney-at-law in Ludwigsburg, Germany	
PANEL		RESPONDENT	
<b>President.</b> <b>Anna Bordiugova</b> Attorney-at-law in Kyiv, Ukraine	<b>Arbitrator.</b> <b>João Nogueira Da Rocha</b> Attorney-at-law in Lisbon, Portugal Rome, Italy	<b>Arbitrator.</b> <b>Michele A.R. Bernasconi</b> attorney-at-law in Zurich, Switzerland	 <b>Club</b> CJSC SC Sheriff
		 Moldova	
		<b>LEGAL TEAM</b> Dmitriy Dimitrashko   Club's in-house in counsel Tiraspol, Moldova	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

termination

### RELEVANT RULES & REGULATIONS

CAS Code; art. R57  
FIFA RSTP; arts. 14, 14bis, 17  
SCO; art. 75

### LANGUAGE

English

### KEYWORDS

breach of contract; compensation; just cause; mitigation

### CASE LAW CITED

- » **Breach of contract, compensation:** CAS 2012/A/3033.
- » **Breach of contract, training session:** CAS 2013/A/3091-93.
- » **Compensation, positive interest:** CAS 2008/A/1519-1520.
- » **Termination, just cause:** CAS 2006/A/1180; CAS 2016/A/4846.



### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

### Main issue

**Did the player have just cause to terminate his employment contract?**  
Yes, the player had just cause to terminate his employment contract.

**CAS 2021/A/7714****Nantong Zhiyun Football Club v.  
Anatole Bertrand Abang & CJSC  
SC Sheriff****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **5 November 2019:** player filed claim
- / **10 December 2020:** decision rendered
- / **28 January 2021:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **18 February 2021:** Nantong filed statement of appeal
- / **26 February 2021:** FIFA requested exclusion
- / **1 March 2021:** Nantong filed appeal brief
- / **2 March 2021:** Nantong agreed
- / **26 March 2021:** panel constituted
- / **8 April 2021:** player filed answer
- / **12 April 2021:** Sheriff filed answer
- / **22 April 2021:** player filed new evidence upon request
- / **23 April 2021:** panel decided to hold hearing
- / **30 April 2021:** FIFA submitted case file
- / **3 May 2021:** Nantong filed new evidence upon request
- / **19 May 2021:** CAS Court Office forwarded order of procedure to the parties
- / **15 June 2021:** player request evidence production at hearing
- / **15 June 2021:** request denied
- / **30 September 2021:** panel held online hearing
- / **7 June 2022:** panel issued award

## Background

Nantong and the player signed an employment agreement on 18 February 2019, and a supplementary on 19 February 2019. The player sent a default notice to Nantong on 23 September 2019 and sent a termination notice on 10 October 2019. The player and Sheriff signed an employment agreement on 1 February 2020 and mutually terminated his employment contract on 1 September 2020. The player and a Portuguese club signed an employment contract on 9 October 2020, which the parties terminated prior to its performance due to the covid-19 PHEIC. The player and an Azerbaijani club signed an employment contract on 1 January 2021.

The player filed a claim before the FIFA DRC against Nantong for breach of contract on 5 November 2019, requesting outstanding remuneration and compensation. The club filed a counterclaim. The FIFA DRC rendered its decision on 10 December 2020, partially accepting the player's claim and rejecting the club's counterclaim. The FIFA DRC notified its decision's grounds on 28 January 2021.

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

## » CAS 2021/A/7714 Nantong Zhiyun Football Club v. Anatole Bertrand Abang & CJSC SC Sheriff

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Nantong is partially upheld; (b) the FIFA DRC decision is amended; (c) the costs of the arbitration are borne 70% by the club and 30% 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 panel reasons that an employment contract which has been concluded for a fixed term can be terminated prior to its expiration date under valid reasons or if the parties reach mutual agreement. Valid reasons include any circumstance under which the terminating party cannot be expected to continue the employment relationship in good faith. The assessment of such just cause depends on the overall circumstances of the employment relationship.

In addition, the panel reasons that relevance is attached to the nature of the breach. As such, the breach must affect an essential condition that based the conclusion of the contract. In other words, it may be deemed to be a case for applying the *clausula rebus sic stantibus*. That is the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates and if the player has sent a reminder to the club with a 15-day deadline to comply with its financial obligations.

The panel reasons that a player who terminated an employment contract for just cause has the right to receive compensation for damages incurred. The calculation of compensation accounts for the positive interest principle. As such, it aims to put the injured party in the position that such party would have had if the contract had been performed properly. However, such compensation is mitigated by any remuneration earned by the player for subsequent employment contracts that have overlapping terms.

The panel notes that the player had just cause to terminate his employment contract with the club as it failed to comply with its financial obligations and the player sent a default notice to the club with the adequate minimum deadline for payment.

The panel notes that the player is entitled to receive the residual value of his employment contract as compensation. Subsequently, the player signed employment contracts with two different clubs. As such, he is entitled to his net salaries minus the total remuneration he received from Sheriff and the Azerbaijani club after his employment contract termination.

The panel decides that the player had just cause to terminate his employment contract.

# TAS 2024/A/10533

## Club Deportivo Especializado de Alto Rendimiento Universidad Católica del Ecuador c. Lisandro Joel Alzugaray

Reference number: [TAS 2024/A/10533](#)

Award date: 1 July 2025

Seat of arbitration: Lausanne, Switzerland



### CATEGORY

**Employment, Status & Transfer**

### ISSUES

applicable law; economic rights

### RELEVANT RULES & REGULATIONS

CAS Code; arts. R28 & R58  
 FIFA RSTP, ed. May 2023; arts. 18ter, 21, 22 & 26  
 FIFA Statutes; arts. 56 & 57  
 PILA; art. 187  
 SCO; arts. 18, 62 & 102

### LANGUAGE

Spanish

### KEYWORDS

choice of law; sell-on clause

### CASE LAW CITED

- » **Applicable law, choice of law:** TAS 2020/A/7605; TAS 2023/A/9441.
- » **Applicable law, Haas doctrine:** TAS 2006/A/1180; TAS 2014/A/3850; CAS 2017/A/4605; CAS 2022/A/8600, 8604 & 8633.
- » **Applicable law, regulations:** TAS 2023/A/9819.
- » **Applicable law, subsidiary application:** CAS 2017/A/5111; CAS 2017/A/5374; CAS 2023/A/9819.
- » **Economic rights, assignment:** CAS 2007/A/1219; CAS 2010/A/2098.
- » **Regulatory interpretation, methods:** CAS 2008/A/1673; CAS 2009/A/1810; CAS 2009/A/1811; CAS 2017/A/5063; CAS 2017/A/5173; CAS 2020/A/7291.
- » **Sell-on, rationale:** CAS 2007/A/1219.
- » **Sell-on, player's transfer:** CAS 2021/A/8227.
- » **Transfer, meaning:** CAS 2019/A/6525; CAS 2020/A/7291.
- » **Transfer, scope:** CAS 2011/A/2356; CAS 2010/A/2098; CAS 2020/A/7291.

### APPELLANT



**Club**  
**Club Deportivo Especializado de Alto Rendimiento Universidad Católica del Ecuador**



Ecuador

### LEGAL TEAM

**Gonzalo Mayo** | Attorney-at-law in Buenos Aires, Argentina  
**Matías Elmo** | Attorney-at-law in Buenos Aires, Argentina  
**Facundo Montiel** | Attorney-at-law in Buenos Aires, Argentina  
**Octavio Antelo** | Attorney-at-law in Buenos Aires, Argentina  
**Javier Casabal** | Attorney-at-law in Buenos Aires, Argentina  
**Celso Vásconez** | Attorney-at-law in Buenos Aires, Argentina

### RESPONDENT

#### Player

**Lisandro Joel Alzugaray**



Argentina

#### LEGAL TEAM

**Luca Tettamanti** | Attorney-at-law in Lugano, Switzerland

### PANEL

#### President.

**Gonzalo Bossart**  
 Attorney-at-law in Santiago, Chile

#### Arbitrator.

**Rui Botica Santos**  
 Attorney-at-law in Lisbon, Portugal

#### Arbitrator.

**Gustavo Albano Abreu**  
 Attorney-at-law in Buenos Aires, Argentina

### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

#### Main issue n.1

**Is the player signing by the Saudi club considered a transfer?**

Yes, it is.

#### Main issue n.2

**Does the club owe the player 30% of the amount it received from the Saudi club?**

Yes, the club owes the player 30% of the amount it received from the Saudi club.

**TAS 2024/A/10533**

Club Deportivo Especializado de Alto Rendimiento Universidad Católica del Ecuador c. Lisandro Joel Alzugaray

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

- / **15 December 2023:** player filed claim
- / **7 March 2024:** decision rendered
- / **8 April 2024:** grounds notified

**Before the Court of Arbitration for Sport**

- / **29 April 2024:** club filed statement of appeal
- / **13 May 2024:** player requested mediation
- / **15 May 2024:** club agreed
- / **16 May 2024:** request granted
- / **16 May 2024:** proceedings suspended
- / **17 June 2024:** suspension lifted
- / **27 June 2024:** club filed appeal brief
- / **31 July 2024:** panel constituted
- / **3 September 2024:** player filed answer
- / **11 November 2024:** panel decided to hold hearing
- / **March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **20 March 2025:** panel held online hearing
- / **1 July 2025:** panel issued award

## Background

The parties signed an employment agreement on 30 November 2020. According to the parties' wording, the player kept 30% of his economic rights. The parties signed a new employment agreement on 29 December 2021, which maintained the previous wording relating to economic rights.

On 27 July 2022, the club received an offer for the player's transfer to a Saudi club. On 31 July 2022, the parties exchanged emails and drafts regarding the player's potential transfer. On 1 August 2022, the player and the Saudi club signed an employment agreement. On 25 August 2022, the Saudi club paid the club a fixed amount. On 2 September 2022, the FIFA TMS showed that the player signed for the Saudi club as a free agent.

On 17 October 2023, the player requested that the club pay the amount corresponding to the economic rights that was due in accordance with the employment agreement the parties had signed. On 18 October 2023, the club objected and stated that there was no transfer in place as the Saudi club signed the player as a free agent. The player reiterated his position on 13 November 2023. The club did the same on 16 November 2023.

The player filed a claim before the FIFA DRC against the club on 15 December 2023, requesting economic rights. The club defaulted on its answer. On 7 March 2024, the FIFA DRC issued its decision, partially accepting the player's claim. On 8 April 2024, the FIFA DRC notified its decision's grounds.

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

## » TAS 2024/A/10533 Club Deportivo Especializado de Alto Rendimiento Universidad Católica del Ecuador c. Lisandro Joel Alzugaray

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA DRC decision is amended; (c) the costs of the arbitration are borne 90% by the club and 10% 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 n. 1

The panel reasons a transfer of a player means a change of registration of a player. As such, it occurs when a player registered to play for a club becomes eligible to play for a different club. Therefore, a transfer can be equated to a movement in the registration. The typical pattern of transfer revolves around the written will and consent declaration of all involved parties. In addition, the fact that a transaction is not identical to the typical pattern of transfer does not mean that it should not be a transfer. As such, the reality and the substance of the transaction prevail in disputes about forms or schemes of transfers. Particularly, a transfer is deemed to exist when: (i) a releasing club is willing to terminate a player's contract early in exchange for compensation; (ii) an engaging club is willing to pay that compensation either on its own behalf or on behalf of the player; (iii) a player agrees to the early termination of his employment contract with the releasing club; and (iv) the same player agrees to sign an employment contract with the engaging club.

The panel notes that the parties do not agree that the player signing by the Saudi club is a transfer. The following facts are not disputed: (i) the player exercised his buy-out clause; (ii) the player's registration transferred from the Ecuadorian MA to the Saudi MA. In addition, it is undisputed that: (i) the club terminated the player's contract early in exchange for compensation; (ii) the Saudi club paid that compensation on behalf of the player; (iii) the player signed an employment contract with the Saudi club.

The panel decides that player signing by the Saudi club considered a transfer.

#### Main issue n. 2

The panel reasons that economic rights constitute the right to the financial benefit that may arise from the amount resulting from compensation for the early termination of an employment contract and/or from the acquisition of a player's federative rights by the engaging club. In addition, economic rights may be assigned to, and held by, different rights holders' fully or partially. A player may be the holder of his own economic rights in accordance with the FIFA RSTP art. 18ter.

Moreover, the panel reasons that a sell-on clause distributes between the contracting parties the amount accrued for a player's transfer. A sell-on fee is the minimum transfer fee that triggers the sell-on clause. Regarding sell-on transactions, these arrangements act as an incentive for a deal that: (i) is beneficial to both parties; and (ii) might have been unfeasible otherwise, especially on the club's perspective. Particularly, sell-on transactions are primarily stipulated as a bet on the potential appreciation of the player involved in a future transfer.

## » TAS 2024/A/10533 Club Deportivo Especializado de Alto Rendimiento Universidad Católica del Ecuador c. Lisandro Joel Alzugaray

The panel notes that the club and the player stipulated the percentual assignment of the player's economic rights in the employment agreements and opted to distribute between them on a 70/30 ratio. Moreover, the parties agreed that the player's buy-out clause is USD 700,000. As such, the parties agreed to a sell-on clause and a sell-on fee. In addition, the club acquired the player's services for a fee lower than his estimated fair market value. The panel further notes that the Saudi club paid the club the buy-out clause fee on behalf of the player. The buy-out clause includes both a sell-on clause and a sell-on fee. As such, the club owes the player his shares of the amount it received from the Saudi club.

The panel decides that club owes the player 30% of the amount it received from the Saudi club.

**CAS 2024/A/10638**

Queens Park Rangers Football Club v. Boavista Futebol Clube

**CAS 2024/A/10771**

Reginald Jacob Cannon v. Boavista Futebol Clube

Reference number: [CAS 2024/A/10638](#),  
[CAS 2024/A/10771](#)

Award date: 3 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Queens Park Rangers Football Club</b>	 United Kingdom	 <b>Club</b> <b>Boavista Futebol Clube</b>	 Portugal
<b>LEGAL TEAM</b> <b>Stuart Baird</b>   Attorney-at-law in Manchester, United Kingdom <b>Robert Danvers</b>   Attorney-at-law in Manchester, United Kingdom		<b>LEGAL TEAM</b> <b>Filipe Lobão</b>   Attorney-at-law in Lisbon, Portugal <b>Ricardo Magalhães Tavares</b>   Attorney-at-law in Lisbon, Portugal	
APPELLANT		PANEL	
<b>Players</b> <b>Reginald Jacob Cannon</b>	 United States	<b>President.</b> <b>Espen Auberg</b> Attorney-at-law in Oslo, Norway	<b>Arbitrator.</b> <b>Massimo Coccia</b> Attorney-at-law in Rome, Italy
<b>LEGAL TEAM</b> <b>Fernando Veiga Gomes</b>   Attorney-at-law in Lisbon, Portugal		<b>Arbitrator.</b> <b>Efraim Barak</b> Attorney-at-law in Tel Aviv, Israel	

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

joint liability; termination

**RELEVANT RULES & REGULATIONS**CAS Code; arts. R32 & R58  
FIFA RSTP, ed. Feb.24; arts. 14, 14bis & 17  
PILA; art. 19  
SCC; art. 8  
SCO; art. 73  
TFEU: arts. 45 & 101**LANGUAGE**

English

**KEYWORDS**

breach of contract; compensation; just cause; employment relationship

**CASE LAW CITED**

- » **Applicable law, European Union law:** CAS 98/200; CAS 2022/A/9016.
- » **Burden of proof, allocation:** CAS 2020/A/6796.
- » **Compensation, just cause:** CAS 2020/A/6727.
- » **Proceedings, suspension:** CAS 2019/A/6594.
- » **Termination, just cause:** CAS 2006/A/1180; CAS 2015/A/4046.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

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

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

**CAS 2024/A/10638**Queens Park Rangers Football Club  
v. Boavista Futebol Clube**CAS 2024/A/10771**Reginald Jacob Cannon v. Boavista  
Futebol Clube**Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **8 March 2024:** Boavista filed claim
- / **19 March 2024:** player filed claim
- / **19 March 2024:** claim joined
- / **27 June 2024:** decision rendered
- / **10 July 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **31 July 2024:** QPR filed statement of appeal
- / **31 July 2024:** player filed statement of appeal
- / **16 August 2024:** proceedings consolidated
- / **2 September 2024:** QPR filed appeal brief
- / **2 September 2024:** player filed appeal brief
- / **2 September 2024:** panel constituted
- / **14 October 2024:** Boavista filed answer
- / **22 October 2024:** QPR requested suspension
- / **22 October 2024:** player requested suspension
- / **25 October 2024:** Boavista objected
- / **13 November 2024:** appellants filed joint comments upon request
- / **26 November 2024:** Boavista filed comments upon request
- / **17 December 2024:** suspension rejected
- / **23 December 2024:** panel decided to hold in-person hearing
- / **14 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **27 February 2025:** QPR requested summary award
- / **27 February 2025:** QPR requested referral subsidiarily
- / **12 March 2025:** summary award rejected
- / **12 March 2025:** referral rejected
- / **2 April 2025:** panel held hybrid hearing
- / **3 July 2025:** panel issued award

## Background

On 8 September 2020, the player and Boavista signed an employment agreement valid until 30 June 2025. Boavista regularly paid the player's salary late. On 9 July 2021, the player sent two letters to Boavista, requesting payment of two monthly salaries. Subsequently, Boavista paid the player's outstanding remuneration. On 6 March 2023, the player sent another two letters to Boavista, requesting payment of yet another two monthly salaries. Subsequently, Boavista paid the player's outstanding remuneration. On 22 May 2023, the player's legal representative sent a letter to Boavista as the delays in salary payments continued. On 29 May 2023, Boavista paid the player outstanding remuneration. On 31 May 2023, the player received the amounts. On 1 June 2023, the player had such amounts available to him. On 22 June 2023, the player sent Boavista a termination letter.

On 12 July 2023, the Professional Football Players' Joint Arbitration Board recognized that the player is entitled to release from his contract. On 18 September 2023, QPR contacted Boavista regarding the player's situation. On the same date, Boavista replied and stated that the player unlawfully terminated his employment contract. On 19 September 2023, QPR sent another email to Boavista. On the same date, QPR entered a transfer instruction in the FIFA TMS for the player's services. On 25 September 2023, QPR and the player signed an employment agreement valid until 30 June 2027. On 7 December 2023, Boavista sent a letter to QPR and stated that the player had breached his employment contract and owed compensation to which QPR was joint liable.

Boavista filed a claim before the FIFA DRC against the player and QPR for breach of contract on 8 March 2024, requesting compensation and QPR's joint liability. The player filed a claim before the FIFA DRC against Boavista for breach of contract on 19 March 2024, requesting compensation. On 19 March 2024, FIFA joined the player's claim to Boavista's claim and treated it as a counterclaim. The FIFA DRC rendered its decision on 27 June 2024, partially accepting both claims. On 10 July 2024, the FIFA DRC notified its decision's grounds.

QPR and the player filed their respective appeals with CAS requesting that the panel set aside the FIFA DRC decision. Boavista filed its answer requesting that the panel confirm the FIFA DRC decision.

## » CAS 2024/A/10638 Queens Park Rangers Football Club v. Boavista Futebol Clube

### CAS 2024/A/10771 Reginald Jacob Cannon v. Boavista Futebol Clube

#### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by QPR is upheld; (b) the appeal filed by the player is partially upheld; (c) the FIFA DRC decision is amended; (d) the costs of the arbitration are borne 90% by Boavista and 10% by the player; (e) Boavista shall pay QPR a contribution in the amount of CHF 10,000 towards the legal fees and other expenses; and (f) Boavista shall pay the player a contribution in the amount of CHF 9,000 towards the legal fees and other expenses.

#### Preliminary issue

The panel reasons that a player has just cause to unilaterally terminate an employment contract pursuant to the FIFA RSTP art. 14bis(1) provided the following two conditions are met: (i) the club must unlawfully fail to pay the player at least two monthly salaries; and (ii) the player will need to put the debtor club in default in writing and grant it a deadline of at least 15 days to fully comply with its financial obligations. In addition, a player's unilateral termination of an employment contract due to outstanding salaries can also be assessed based on the FIFA RSTP art. 14(1) when the preconditions are not met. As such, a player must demonstrate just cause to terminate an employment contract by providing that a club severely breached its contractual obligations in a manner that leads to a serious breach of confidence and that the player could not reasonably be expected to continue the employment relationship with the club. Moreover, sporadic and minor delays and non-payments that are not significant seen in connection with the contractual value do not normally constitute just cause for termination.

The panel notes that the 15-day condition is reduced to 3 days due to the Portuguese CBA, which is applicable through reference found in the FIFA RSTP art. 14bis(3). In addition, the player failed to discharge his burden of proof regarding the preconditions necessary to unilaterally terminate his employment for just cause pursuant to the FIFA RSTP art. 14bis. However, Boavista consistently paid the player's salary late. In addition, the player warned the club multiple times. As such, the practice established by Boavista during 2023 implied that the player could only be expected to be paid his salaries after he sent default notices to Boavista. The player met the conditions for unilaterally terminating his employment contract for just cause pursuant to the FIFA RSTP art. 14.

The panel decides that the player had just cause to unilaterally terminate his employment contract with Boavista.

# CAS 2024/A/10775

## Al Salmiya Sporting Club v. Srdjan Spiridonovic

Reference number: [CAS 2024/A/10775](#)

Award date: 3 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Al Salmiya Sporting Club</b>	 Kuwait	<b>Player</b> <b>Srdjan Spiridonovic</b>	 Austria
<b>LEGAL TEAM</b> José Macieirinha, Pedro Macieirinha Associados Sociedade de Advogados RL in Vila Real, Portugal <b>Pedro Macieirinha</b>   Attorney-at-law		<b>LEGAL TEAM</b> <b>Mirko Poledica</b>   Attorney-at-law in Belgrade, Serbia	
<b>SOLE ARBITRATOR</b> <b>Daan de Jong</b>   Lawyer in the Netherlands			

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

*locus standi*; sanction; termination

### RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. Feb.24; arts. 13, 14, 14bis & 17  
PILA; art. 190  
SCO; art. 337c

### LANGUAGE

English

### KEYWORDS

compensation; standing to be sued

### CASE LAW CITED

- » **Breach of contract, internal disciplinary proceedings:** CAS 2018/A/5807; CAS 2019/A/6171 & 6175.
- » **Breach of contract, training session:** CAS 2013/A/3091-93; CAS 2017/A/5465.
- » **Compensation, additional:** CAS 2022/A/8572.
- » **Compensation, duty to mitigate:** CAS 2022/A/9004.
- » **Dispute, horizontal nature:** CAS 2016/A/4838; CAS 2017/A/5359.
- » **Dispute, vertical nature:** CAS 2016/A/4838; CAS 2017/A/5359.
- » **Freedom of contract, potestative clause:** CAS 2008/A/3675; CAS 2016/A/4852.
- » **Sanction, locus standi:** CAS 2014/A/3489 & 3490; CAS 2021/A/8433.
- » **Termination, burden of proof:** CAS 2022/A/8891.
- » **Termination, just cause:** ATF 130 III 213; ATF 127 III 153; ATF 108 II 444.

### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

#### Main issue n. 1

**Did the player have just cause to terminate his employment contract with the club?**

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

#### Main issue n. 2

**Does the club owe compensation to the player?**

Yes, the club owes compensation to the player.

#### Main issue n. 3

**Is FIFA a mandatory respondent to the club's claim relating to the FIFA-imposed sanction?**

Yes, FIFA is a mandatory respondent to the club's claim relating to the FIFA-imposed sanction.

**CAS 2024/A/10775****Al Salmiya Sporting Club v. Srdjan Spiridonovic****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **5 April 2024:** player filed claim
- / **11 July 2024:** decision rendered
- / **25 July 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **5 August 2024:** club filed statement of appeal
- / **19 August 2024:** FIFA renounced intervention
- / **19 August 2024:** FIFA filed comments
- / **23 August 2024:** club filed comments
- / **4 September 2024:** club filed appeal brief
- / **6 November 2024:** player filed answer
- / **20 November 2024:** sole arbitrator appointed
- / **29 November 2024:** sole arbitrator decided to hold online hearing
- / **November–December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **10 February 2025:** sole arbitrator held online hearing
- / **3 July 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 27 January 2024. The parties exchanged emails and letters between the 17 February 2024 and 26 March 2024 when the player sent a termination letter to the club. The player eventually signed a new professional contract with a Slovenian club, effective from 29 July 2024. The player and the Slovenian club mutually terminated their employment relationship on 22 October 2024.

The player filed a claim before the FIFA DRC against the club for breach of contract on 5 April 2024, *inter alia*, requesting outstanding remuneration and compensation. On 11 July 2024, the FIFA DRC rendered its decision, partially accepting the player's claims. The FIFA DRC notified its decision's grounds on 25 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 confirm the FIFA DRC decision.

## » CAS 2024/A/10775 Al Salmiya Sporting Club v. Srdjan Spiridonovic

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA DRC decision is amended; (c) the costs of the arbitration are borne 90% by the club and 10% 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 n. 1

The sole arbitrator reasons that a key distinction between the FIFA RSTP arts. 14 and 14bis is that the FIFA RSTP art. 14bis grants a player the automatic right to terminate an employment contract while the FIFA RSTP art. 14 provides that a player must demonstrate just cause for termination. Regarding the FIFA RSTP art. 14bis, a player may validly terminate the employment contract due to unpaid salaries if: (i) at least two monthly payments remain outstanding at the time of termination; (ii) the player has put the debtor club in default in writing; and (iii) the player granted the debtor club a deadline of at least 15 days to comply with its financial obligations. In addition, one-time payments must be considered on a pro-rata basis alongside the regular monthly salary obligations. Regarding the FIFA RSTP art. 14, the existence of just cause to terminate a contract must be assessed considering all relevant circumstances surrounding the case. In addition, particular emphasis is placed on the nature and gravity of the contractual breach in question. Furthermore, Swiss law holds that termination with immediate effect may still be justified in cases where the offending conduct has persisted despite a formal warning. Moreover, it is decisive whether the alleged facts leading to the termination have effectively destroyed the mutual trust that underpins the empowerment relationship as the seriousness of the breach alone is not sufficient to justify termination for cause.

The sole arbitrator notes that the player failed to demonstrate that he met the preconditions to terminate his employment contract pursuant to the FIFA RSTP art. 14bis. However, the club consistently failed to meet its financial obligations and that it constitutes a serious breach of contract that fundamentally undermines the trust and confidence essential to any employment relationship. In addition, the player had issued multiple warnings and formal reminders granting the club sufficient time and opportunity to remedy the breach. As such, the player could no longer be reasonably expected to continue the employment relationship. Moreover, the player had further justification to an early termination given that the club had put the player in a separate training regime without any rest day and proper justification. Additionally, the club had put the player in a separate training regime to force him into subduing to the club's disciplinary decision. As such, the club's conduct is abusive.

The sole arbitrator decides that the player had just cause to terminate his employment contract pursuant to the FIFA RSTP art. 14.

## » CAS 2024/A/10775 Al Salmiya Sporting Club v. Srdjan Spiridonovic

### Main issue n. 2

The sole arbitrator reasons that compensation for just cause early termination pursuant to the FIFA RSTP art. 14 is generally equal to the residual value of the terminated contract if a player has not signed a new employment agreement with another club afterward. However, compensation reflects changes in a player's employment status by deducting from such residual value the earnings provided in an employment contract that such a player has signed. In addition, such deduction is limited for earnings accruable for the remaining period of the terminated contract. Moreover, a player who terminates a new employment contract with another club by mutual consent is deemed to have failed to mitigate damages for reasons attributable to the player. As such, this failure cannot be held against his previous club when calculating the total compensation amount.

The sole arbitrator notes that the player signed for another club after terminating his employment contract for cause. As such, the compensation that the club owes him is the residual value of his employment contract with the club minus his earnings arising from his employment contract with the Slovenian club covering the period between 29 July 2024 and 31 May 2025 as the player consented to a mutual termination of his employment contract with the Slovenian club.

The sole arbitrator decides that the club owes compensation to the player.

### Main issue n. 3

The sole arbitrator reasons that FIFA has the authority to impose disciplinary sanctions for violations of FIFA regulations. Disputes can be deemed: (i) horizontal; and (ii) vertical. Regarding horizontal disputes, they involve two or more direct or indirect FIFA members without engaging FIFA's specific powers, disciplinary authority, or direct interests. Regarding vertical disputes, they relate to sporting sanctions, disciplinary infractions, eligibility, player registration, and similar matters. In addition, certain cases may encompass both horizontal and vertical elements. A CAS arbitral tribunal must dismiss the appeal when the appellant fails to designate FIFA as a respondent when challenging the validity of a vertical decision, such as a disciplinary sanction, even when FIFA chooses not to intervene.

The sole arbitrator notes that this dispute has both horizontal and vertical elements to it. In addition, the club disputes a disciplinary sanction imposed by FIFA. Moreover, the club chose not to direct its appeal against FIFA. Furthermore, FIFA opted not to intervene in the proceedings.

The sole arbitrator decides that FIFA is a mandatory respondent to the club's claim relating to the FIFA-imposed sanction.

# CAS 2024/A/10505

## Yukatel Adana Demirspor A.Ş. v. Goran Karacic

Reference number: [CAS 2024/A/10505](#)

Award date: 4 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Yukatel Adana Demirspor A.Ş.	 Turkey	<b>Player</b> Goran Karacic	 Bosnia Herzegovina
<b>LEGAL TEAM</b> Ruiz-Huerta & Crespo Sports Lawyers in Valencia, Spain <b>Juan de Dios Crespo Pérez</b>   Attorney-at-law Varat & Kuruloğlu Law Firm in Istanbul, Turkey <b>Ragip Umur Varat</b>   Attorney-at-law		<b>LEGAL TEAM</b> <b>Anil Dinçer</b>   Attorney-at-law in London, UK	
<b>PANEL</b>	<b>President.</b> <b>Fabio Iudica</b> Attorney-at-law in Milan, Italy	<b>Arbitrator.</b> <b>Patrick Grandjean</b> Attorney-at-law in Belmont, Switzerland	<b>Arbitrator.</b> <b>João Nogueira da Rocha</b> Attorney-at-law in Lisbon, Portugal

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

request for relief; termination

### RELEVANT RULES & REGULATIONS

CAS Code; art. R57  
FIFA RSTP, ed. May.2023; arts. 14, 18.

### LANGUAGE

English

### KEYWORDS

compensation; implicit request; just cause; *ultra petita*

### CASE LAW CITED

- » **Request for relief, implicit request:** CAS 2016/A/4384; CAS 2018/A/5553; CAS 2020/A/6950.
- » **Termination, demotion from first team:** CAS 2018/A/6029.
- » **Termination, exclusion from playing:** CAS 2020/A/6950; CAS 2020/A/6985.
- » **Termination, exclusion from training:** CAS 2020/A/7370.
- » **Termination, foreign player quota:** CAS 2020/A/6985.
- » **Termination, just cause:** CAS 2017/A/5180; CAS 2019/A/6306 & 6316.
- » **Termination, need for notice:** CAS 2006/A/1100; CAS 2006/A/1180; CAS 2017/A/5465; CAS 2018/A/5955 & 5981; CAS 2018/A/6029; ATF 127 II 153.

### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

#### Main issue n. 1

**Did the player have just cause to terminate his employment contract with the club?**

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

#### Supporting issue

**Did the player have to issue a notice to the club before terminating his employment contract?**

No, the player did not have to issue a notice to the club before terminating his employment contract.

#### Main issue n. 2

**Did the club request reduced compensation?**

No, the club did not request it either specifically or implicitly.

**CAS 2024/A/10505**Yukatel Adana Demirspor A.Ş. v.  
Goran Karacic**Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **20 October 2023:** player filed claim
- / **21 March 2024:** decision rendered
- / **22 March 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **12 April 2024:** club filed statement of appeal
- / **12 April 2024:** club requested stay
- / **17 April 2024:** club withdrew request for stay
- / **19 April 2024:** FIFA requested exclusion
- / **23 April 2024:** club agreed
- / **30 April 2024:** club filed appeal brief
- / **20 May 2024:** player filed answer
- / **27 May 2024:** player filed submission
- / **27 May 2024:** CAS Court Office invited club to file new evidence
- / **30 May 2024:** club amended citations on appeal brief
- / **30 May 2024:** club filed new evidence
- / **4 June 2024:** player filed comments
- / **7 June 2024:** club filed comments
- / **12 July 2024:** panel constituted
- / **20 September 2024:** panel decided to hold online hearing
- / **28 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **5 November 2024:** club filed submission
- / **5 November 2024:** club requested suspension
- / **5 November 2024:** player agreed
- / **12 February 2025:** player requested suspension lifting
- / **12 February 2025:** player filed new evidence
- / **12 February 2025:** suspension lifted
- / **5 November 2024:** panel decided not to hold hearing
- / **4 July 2025:** panel issued award

**Background**

The parties signed an employment agreement on 3 August 2022. On 12 and 14 September 2023, the club issued permissions letter for the player's training absence, allegedly at his request. On 14 September 2023, the player disputed it, claimed that the club excluded him from first team training and sent a warning notice to the club. On 19 September 2023, the player sent a letter to the Turkish MA, asking for confirmation of his registration with the club for the sporting season 2023/2024 and whether the club included him in its A team list. The player did not receive a direct reply from the Turkish MA. On 22 September 2023, the Turkish MA released the list of football players for official A teams of clubs in the 2023/2024 sporting season, and the club did not include the player in its A team list.

On 25 September 2023, the player sent a termination notice to the club and stated that the had just cause for the early termination. On 13 October 2023, the club replied to the player's termination letter, objecting to the player's alleged just cause to terminate his employment contract.

The player filed a claim before the FIFA DRC against the club for breach of contract on 20 October 2023, requesting compensation. The parties exchanged a reply, a replica, and a rejoinder. On 4 January 2024, the player signed a new employment contract with a Bosnian club. The FIFA DRC rendered its decision on 21 March 2024, accepting the player's claim. The FIFA DRC notified its decision's grounds on 22 March 2024.

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

## » CAS 2024/A/10505 Yukatel Adana Demirspor A.Ş. v. Goran Karacic

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is dismissed; and (b) the FIFA DRC decision is confirmed.

#### Main issue n. 1

The panel reasons that the deregistration of a player is likely to constitute a violation of a player's recognized "right to play", which is a fundamental personality right of a player according to Swiss law. It is generally assumed that a club's refusal to register a player deprives such player of potential access to competition in an absolute manner and violates fundamental rights as a football player. Moreover, a club's decision to deregister or not to register a player must be justified by an agreement with the affected player or for other legitimate reasons. Otherwise, it amounts to an unlawful contractual change imposed on a player. As such, a club's violation of a player's right to play justifies termination for cause.

The panel also reasons that a club may be entitled to assign a professional player to its lower team or to move a player from the first team to the second team under certain limits and circumstances. However, this is subject to a specific contractual provision and within limited discretion by the club.

The panel further reasons that it is a club's responsibility to comply with the administrative formalities of the registration process as well as the limits imposed by a member association on the registration of foreign players. However, this responsibility cannot be used to the detriment of players.

The panel notes that the club deregistered the player alleging that the parties had agreed on the player's deregistration based on the assumption that he was negotiating his transfer to a third club without providing sufficient evidence. As such, the club: (i) excluded the player from training; (ii) signed replacement for the player's position; and (iii) failed to properly communicate with the player. In doing so, the club lacked good faith.

In addition, the panel notes that the player's employment contract with the club did not include any provision that would allow the club to move him to the second team. As such, the club could only deregister the player by mutual consent or in the case of exceptional circumstances that could justify temporary deregistration, such as an injury. The club failed to show mutual consent by the player or any basis for exceptional circumstances.

Moreover, the panel notes that the player did not have to issue a notice to the club before terminating his employment contract due to the circumstances at stake.

The panel decides that the player had just cause to terminate his employment contract with the club.

## » CAS 2024/A/10505 Yukatel Adana Demirspor A.Ş. v. Goran Karacic

### Supporting issue

The panel reasons that a player does not need to issue a notice to the club before terminating his employment contract when the breach cannot be remedied. Furthermore, a breach is sufficiently serious when there are objective circumstances that render it unreasonable to expect the employment relationship between the parties to continue.

The panel notes that the club engaged in a series of initiatives designed to exclude the player from the first team. That demonstrates the club's total disregard and bad faith towards the player. As such, the club's breach is deemed sufficiently serious due to the club's abusive conduct. The club's breach could not be remedied as the Turkish MA registration window had closed by the time the club had deregistered the player. As such, any warning notice would have been useless and would have no practical effect on remedying the club's breach.

The panel decides that the player did not have to issue a notice to the club before terminating his employment contract.

### Main issue n. 2

The panel reasons that an arbitral tribunal at CAS is bound to the limits of the parties' motions under the principle of *ne ultra petita*. Moreover, a panel has no power to diminish the amount of compensation established by a challenged decision unless a party specifically requests for recalculation.

The panel notes that the club did not request a reduction of the compensation either specifically or implicitly. As such, the panel has no power to amend the amount of compensation granted by the FIFA DRC decision albeit the player has signed a new employment agreement with another club.

The panel decides that the club did not request reduced compensation either specifically or implicitly.

# CAS 2025/A/11387

## Ümraniyespor Kulübü v. Fédération Internationale de Football Association

Reference number: [CAS 2025/A/11387](#)

Award date: 7 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Central Hospital Ümraniyespor Spor Kulübü	 Turkey	 <b>IF</b> Fédération Internationale de Football Association (FIFA)	 Switzerland
<b>LEGAL TEAM</b> Juan de Dios Crespo Pérez   Attorney-at-law in Valencia, Spain		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA <b>Miguel Liétard</b>   Director of litigation <b>Cristina Pérez González</b>   Senior legal counsel	
<b>SOLE ARBITRATOR</b>		Marco Balmelli   Attorney-at-law in Basel, Switzerland	

### CATEGORY

Procedural

### ISSUES

provisional measure

### RELEVANT RULES & REGULATIONS

CAS Code; arts. R28, R37

### LANGUAGE

Spanish

### KEYWORDS

irreparable harm test; request for stay

### CASE LAW CITED

- » **Request for stay, burden of proof:** CAS 2010/A/2113; CAS 2014/A/3642.
- » **Request for stay, cumulative requirements:** CAS 2007/A/1403; TAS 2007/A/1397; CAS 2010/A/2071.
- » **Request for stay, irreparable harm test:** CAS 2007/A/1370-1376; CAS 2008/A/1630.
- » **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

### 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/11387****Ümraniyespor Kulübü v. Fédération Internationale de Football Association****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **29 January 2025:** player filed claim
- / **3 April 2025:** decision rendered
- / **9 April 2025:** grounds notified

**Before the Court of Arbitration for Sport**

- / **30 April 2025:** club filed statement of appeal
- / **30 April 2025:** club requested stay
- / **5 May 2025:** player informed FIFA DRC compliance
- / **7 May 2025:** club confirmed
- / **12 May 2025:** club filed appeal brief
- / **12 May 2025:** player requested exclusion
- / **14 May 2025:** player excluded
- / **19 May 2025:** FIFA objected stay
- / **18 June 2025:** sole arbitrator appointed
- / **7 July 2025:** sole arbitrator issued order

## Background

On 7 August 2024, the club and a Bulgarian player signed an employment agreement. On 10 January 2025, the player put the club in default for unpaid salaries. On 27 January 2025, the player terminated his employment contract with the club. On 31 January 2025, the player signed an employment agreement with another Turkish club.

On 29 January 2025, the player filed a claim before the FIFA DRC. On 3 April 2025, the FIFA DRC rendered its decision, partially accepting the player's claim. In addition, the FIFA DRC sanctioned the club, imposing a registration ban for two consecutive transfer windows. On 9 April 2025, the FIFA DRC notified its decision's grounds.

The club filed its appeal with CAS requesting, *inter alia*, that the sole arbitrator stay the FIFA DRC decision. FIFA filed its answer objecting to the club's request for stay.

## » CAS 2025/A/11387 Ümraniyespor Kulübü v. Fédération Internationale de Football Association

### MAIN LEGAL FINDINGS

The sole arbitrator decided that the request for stay filed by the club is dismissed.

#### Main issue

The panel reasons 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 applicant must meet cumulatively all three requirements under the irreparable harm test, likelihood of success test, and balance of interests test. In addition, the applicant has the burden of proof when requesting a provisional measure. As such, 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.

The panel notes that the club has not established a case of irreparable harm under the present circumstances on a prima facie basis. The club fails to provide any substantive evidence and argument to support the existence of even a theoretical risk of irreparable damage. Particularly, the club being prevented from operating in the transfer market is not an irreparable harm *per se*. In addition, it is possible for CAS to decide the case on the merits prior to the closure of the current transfer window.

The panel decides that the club does not meet the requirements for the grant of a stay.

# TAS 2024/A/10842

## SA Royal Football Club Seraing v. Abdoulaye Sylla

Reference number: [TAS 2024/A/10842](#)

Award date: 14 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club <b>SA Royal Football Club Seraing</b>	 Belgium	Player <b>Abdoulaye Sylla</b>	 France
<b>LEGAL TEAM</b> <b>Michel Strongylos</b>   Attorney-at-law in Liège, Belgium <b>Florent Stockart</b>   Attorney-at-law in Liège, Belgium		<b>LEGAL TEAM</b> <b>Kristof de Saedeleer</b>   Attorney-at-law in Dilbeek, Belgium	
<b>SOLE ARBITRATOR</b>		Benoît Pasquier   Attorney-at-law in Zurich, Switzerland	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

termination

### RELEVANT RULES & REGULATIONS

CAS Code; arts. R56, R58  
 FIFA RSTP, ed. May.2023; arts. 13, 14, 17, 22  
 SCO; art. 337

### LANGUAGE

French

### KEYWORDS

breach of contract; compensation; just cause; mitigation

### CASE LAW CITED

- » **Applicable law, regulations:** CAS 2008/A/1517; CAS 2017/A/5111.
- » **Burden of proof, allocation:** CAS 2003/A/506; CAS 2004/A/730; CAS 2005/A/968; CAS 2007/A/1380; CAS 2009/A/1810 & 1811.
- » **Employment contract, football:** ATF 140 III 520; SFT 4A\_304/2013; SFT 4A\_246/2014; SFT 4A\_426/2014; SFT 4A\_510/2015.
- » **Regulatory interpretation, commentaries:** CAS 2019/A/6171.
- » **Standard of proof, comfortable satisfaction:** CAS 2020/A/6916; CAS 2022/A/9329.
- » **Termination, just cause:** SFT 4A\_192/2008; CAS 2013/A/3091, 3092 & 3093; TAS 2008/A/1447; TAS 2006/A/1062; TAS 2016/A/4569.
- » **Termination, warning:** ATF 127 III 153.

### ORIGIN

FIFA Football Tribunal 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 2024/A/10842**SA Royal Football Club Seraing v.  
Abdoulaye Sylla**Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **29 March 2024:** player filed claim
- / **29 May 2024:** decision rendered
- / **4 June 2024:** grounds notified
- / **16 August 2024:** corrected grounds notified

**Before the Court of Arbitration for  
Sport**

- / **3 September 2024:** club filed statement of appeal
- / **9 September 2024:** club requested SoA as appeal brief
- / **11 November 2024:** player filed answer
- / **13 November 2024:** sole arbitrator appointed
- / **20 November 2024:** club requested reply
- / **20 December 2024:** club filed reply
- / **20 January 2025:** player filed rejoinder
- / **24 January 2025:** club objected timeliness
- / **7 January 2025:** sole arbitrator excluded rejoinder
- / **7 February 2025:** sole arbitrator decided to hold hearing
- / **4 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **13 March 2025:** sole arbitrator held online hearing
- / **13 March 2025:** club filed new evidence upon request
- / **14 July 2025:** sole arbitrator issued award

**Background**

On 20 July 2022, the player and the club signed an employment agreement. On 2 April 2023, the club informed the player of his demotion to the second team due to an event that took place in a match on 1 April 2023. On 3 April 2023, the club's general director informed the player that he was aware that the player allegedly refused to participate in the warm-up during the 1 April 2023 match and that the player allegedly incited his colleagues not to train on 3 April 2023. On 6 April 2023, the club sent a termination letter to the player, alleging serious misconduct on his part. On 2 May 2023, the player disputed the allegations through the Belgian Players' Union and requested compensation. On 12 May 2023, the club replied and reiterated its position. On 28 August 2023, the player joined a Czech club.

The player filed a claim before the FIFA DRC against the club on 29 March 2024, requesting compensation. The club defaulted on its answer. The FIFA DRC rendered its decision on 29 May 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 4 June 2024, which was further corrected and communicated to the parties on 16 August 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 confirm the FIFA DRC decision.

## » TAS 2024/A/10842 SA Royal Football Club Seraing v. Abdoulaye Sylla

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the 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 a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

#### Main issue

The sole arbitrator reasons contracts entered between a professional player and a football club are qualified as employment contracts. As such, it ends upon expiry or by mutual agreement. Moreover, its early termination gives rise to compensation unless the terminating party has just cause. A party has just cause to terminate an employment contract if the contractual breach is serious enough to justify. Furthermore, a contractual breach that is not serious enough to warrant an immediate termination may justify termination when repeated despite warning.

The sole arbitrator notes that the club did not have just cause to terminate the player's employment contract with immediate effect both due to the club's lack of a formal warning sent to the player as well as the lack of proven sufficient seriousness of a contractual breach by the player.

The sole arbitrator decides that the club did not have just cause to terminate the player's employment contract.

# CAS 2024/A/10955

## A. v. Association Générations de Solidarité Tanger (AGS)

Reference number: [CAS 2024/A/10955](#)

Award date: 18 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT	RESPONDENT	
<b>Player</b> <b>A.</b>	<b>Club</b> <b>Association Générations de Solidarité Tanger (AGS)</b>	 Morocco
<b>LEGAL TEAM</b> FIFPro in Hoofddorp, The Netherlands <b>Loic Alves</b>   Senior legal counsel	<b>LEGAL TEAM</b> <i>Not available</i>	

### SOLE ARBITRATOR

Alain Zahlan de Cayetti | Arbitrator in Paris, France

#### CATEGORY

**Employment, Status & Transfer**

#### ISSUES

settlement agreement

#### RELEVANT RULES & REGULATIONS

CAS Code; arts. R44(3)

FIFA Procedural Rules Governing the

Football Tribunal, ed. Mar.2023; art. 13(5)

SCC; art. 8

SCO; arts. 21(1) &amp; 341(1)

#### LANGUAGE

English

#### KEYWORDS

straitened circumstances; validity; waiver

#### CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2007/A/1258; CAS 2019/A/6095; CAS 2019/A/6665; CAS 2020/A/6990–6994; CAS 2022/A/8958.
- » **Contractual conclusion, straitened circumstances:** CAS 2016/A/4826; CAS 2020/A/6727.
- » **De novo review, scope:** CAS 2019/A/6646.
- » **Waiver, requirements:** CAS 2017/A/5277; CAS 2022/O/8818.

#### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

#### Main issue

**Does the club owe the player outstanding remuneration?**

No, the player validly acknowledged that the club paid her outstanding remuneration in the settlement agreement under the SCO art. 341(1).

#### Supporting issue

**Did the player sign the settlement agreement under straitened circumstances?**

No, the player failed to discharge her burden of proof under the SCO art. 21.

**CAS 2024/A/10955****A. v. Association Générations de Solidarité Tanger (AGS)****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **27 June 2024:** player filed claim
- / **22 August 2024:** decision rendered
- / **3 October 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **21 October 2024:** cplayer filed statement of appeal
- / **21 October 2024:** player requested bilingual procedure
- / **21 October 2024:** player requested legal aid
- / **28 October 2024:** player reiterated request
- / **5 November 2024:** FIFA renounced intervention
- / **23 November 2024:** player filed appeal brief
- / **27 November 2024:** club filed submission
- / **4 February 2025:** sole arbitrator appointed
- / **19 February 2025:** FIFA filed evidence upon request
- / **7 March 2025:** sole arbitrator granted further evidence production
- / **18 March 2025:** CAS Court Office noted club failed to produce evidence
- / **18 March 2025:** sole arbitrator decided not to hold hearing
- / **26 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **18 July 2025:** sole arbitrator issued award

**Background**

The parties signed an employment agreement on 3 August 2022. On 28 July 2023, the parties terminated the employment contract by signing the minutes of their meeting of 26 July 2023 and indicating that they terminated it amicably and that the player explicitly declared having received from the club all her dues. On 22 May 2024, the player sent a default notice to the club. The club did not respond.

The player filed a claim before the FIFA DRC against the club for outstanding remuneration on 27 June 2024, requesting sanctions. The club defaulted on its answer. The FIFA DRC rendered its decision on 22 August 2024, dismissing the player's claim. The FIFA DRC notified its decision's grounds on 3 October 2024.

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

## » CAS 2024/A/10955 A. v. Association Générations de Solidarité Tanger (AGS)

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is dismissed; (b) the FIFA DRC 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 sole arbitrator reasons that an employer may not waive claims resulting from mandatory provisions of law or a collective bargaining agreement during the term of an employment contract and during the month following the end of it under the SCO art. 341(1). In addition, a waiver is valid when: (i) it complies with the law, public policy and good morals; (ii) the person making the waiver has the capacity/authority to do so; (iii) it is made clearly; and (iv) the person has the right which renounces.

The sole arbitrator notes that the player failed to provide any proof of straitened circumstances. In addition, the player is the holder of the rights she waived, she has the capacity and authority to waive her rights, and she did so clearly. Moreover, the waiver complies with the law, public policy and good morals. As such, the player validly waived any outstanding remuneration that the club might have owed her at the time she signed the settlement agreement.

The sole arbitrator decides that the player validly acknowledged that the club paid her outstanding remuneration in the settlement agreement under the SCO art. 341(1).

#### Supporting issue

The sole arbitrator reasons that a CAS panel has full power to review the facts and the law in a CAS appeals proceeding. As such, a CAS panel is authorized to admit new prayers for relief, new evidence and hear new legal arguments.

Moreover, the sole arbitrator reasons that a person suffering damage may declare within one year that will not honor a contract and demand restitution of any performance already made where there is clear discrepancy between performance and consideration under a contract concluded because of one party's exploitation of the other's straitened circumstances, inexperience or thoughtlessness.

The sole arbitrator notes that the player does not dispute that she signed the settlement agreement. However, the player has alleged that she signed it under straitened circumstances for the first time in the CAS appeals proceeding under the sole arbitrator's *de novo* powers.

In addition, the sole arbitrator notes that the player failed to discharge her burden of proving any straitened circumstances of her behalf. Particularly, she did not provide any evidence of pressure, threats or maneuvers which the club or any other person attending the meeting imposed on her.

The sole arbitrator decides that the player failed to discharge her burden of proof under the SCO art. 21.

# CAS 2024/A/10881

## Apollon Limassol FC v. Houssain Etzaz

Reference number: [CAS 2024/A/10881](#)

Award date: 21 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Apollon Limassol FC</b>	 Cyprus	<b>Player</b> <b>Houssain Etzaz</b>	 Norway
<b>LEGAL TEAM</b> Alkis Papantoniou Law Office in Athens, Greece <b>Alkiviadis Papantoniou</b>   Attorney-at-law <b>Vasileios Fotiou</b>   Attorney-at-law		<b>LEGAL TEAM</b> Ecit Law in Oslo, Norway <b>Mathias Tadesse Grebemichael</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b>		<b>AD HOC CLERK</b>	
<b>José Juan Pintó Sala</b> Attorney-at-law in Barcelona, Spain		<b>Alejandro Naranjo Acosta</b> Ad hoc clerk in Barcelona, Spain	

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

acceleration clause; settlement agreement

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R55  
 FIFA Procedural Rules governing the Football Tribunal, ed. Mar.2023; arts. 18, 22, 23  
 FIFA RSTP, ed. June.2024; art. 17  
 SCO; arts. 18(1), 104, 337(c)

**LANGUAGE**

English

**KEYWORDS**

duty of mitigation; payment schedule; penalty clause

**CASE LAW CITED**

- » **Answer, time limit:** CAS 2019/A/6463; CAS 2022/A/8725.
- » **Settlement agreement, acceleration clause:** CAS 2020/A/7305.
- » **Settlement agreement, mitigation:** CAS 2021/A/8469.
- » **Settlement agreement, parties' intention:** CAS 2012/A/2910.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Preliminary issue**

**Is the player's answer admissible to the case file?**  
 No, the player filed his answer late.

**Main issue n. 1**

**Is the player's remuneration under his new employment agreement mitigated from the compensation agreed by the player and the club under the termination agreement?**  
 No, it is not mitigated.

**Main issue n. 2**

**Is the acceleration clause a penalty clause?**  
 No, the acceleration clause only accelerates the payment schedule.

**CAS 2024/A/10881**

Apollon Limassol FC v. Houssain Etzaz

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

- / **2 May 2024:** player filed claim
- / **8 August 2024:** decision rendered
- / **3 September 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **23 September 2024:** club filed statement of appeal
- / **29 October 2024:** club filed appeal brief
- / **22 November 2024:** player filed answer
- / **27 November 2024:** club objected to admissibility
- / **17 January 2025:** sole arbitrator appointed
- / **31 January 2025:** sole arbitrator decided to hold online hearing
- / **18 February 2025:** *ad hoc* clerk appointed
- / **18 February 2025:** answer excluded
- / **February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **21 March 2025:** sole arbitrator held online hearing
- / **21 July 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 19 January 2023. The parties concluded a termination and a financial agreement on 1 January 2024, including a seven-day default notice and acceleration clause for non-payment. On 25 January 2024, the player signed a new employment agreement with a Norwegian club. The club delayed the February and March 2024 instalments upon the player's request. On 2 April 2024, the player contacted the club via WhatsApp and informed it that he would lodge a claim before the FIFA DRC. On 3 April 2024, the club paid a partial amount to the player.

The player filed a claim before the FIFA DRC against the club for breach of contract on 2 May 2024, requesting payment and compensation under the acceleration clause. The FIFA DRC rendered its decision on 8 August 2024, accepting the player's claim. The FIFA DRC notified its decision's grounds on 3 September 2024.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision, requesting that the player's remuneration under his new employment contract be mitigated from the agreed-upon compensation amount under the termination agreement. The player defaulted on his answer.

## » CAS 2024/A/10881 Apollon Limassol FC v. Houssain Etzaz

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the 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 a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

#### Preliminary issue

The sole arbitrator reasons that the CAS Code art. R55 provides the time limit to file an answer to an appeal brief.

The sole arbitrator notes that the player filed his answer late. In addition, the club objected to its admission.

The sole arbitrator decides that the player's answer is not admissible to the case file.

As *obiter dictum*, the sole arbitrator notes that the dismissal of the answer does not result in any of the appellant's requests for relief being deemed acknowledged by the respondent. In addition, the panel may proceed with the arbitration and deliver an award in such circumstances. Moreover, there is no rule providing that the respondent loses right to be a party altogether and/or defend itself in the subsequent stages of the arbitration proceeding when filing a belated answer.

#### Main issue n. 1

The sole arbitrator reasons that the relationship between a club and a player is no longer ruled by an employment agreement when the parties to it subsequently conclude a termination agreement. As such, any amount due by any of the parties to the other emanates from the termination agreement itself. Moreover, a termination agreement is not subject to the SCO art. 337(c) and to the FIFA RSTP art. 17 limitations.

The sole arbitrator notes that the parties freely established the consequences of the termination of their employment agreement. As such, the parties concluded a termination agreement that includes: (i) the amount that the club owes the player; (ii) the calendar of such payments; and (iii) the consequences of a failure to comply with the agreed instalments. Moreover, the parties did not include any provision regarding mitigation.

The sole arbitrator decides that the player's remuneration under his new employment agreement is not mitigated from the compensation agreed by the player and the club under the termination agreement.

#### Main issue n. 2

The sole arbitrator reasons that an acceleration clause obliges the debtor to pay the residual instalments in accordance with the payment calendar subject to its provided consequences relating to the calendar itself. As such, it merely alters the payment calendar to another agreed upon by the parties.

The sole arbitrator notes that the acceleration clause only accelerates the payment schedule. In addition, it does not add any sum beyond the compensation amount the parties had agreed upon.

The sole arbitrator decides that the acceleration clause is not a penalty clause.

# CAS 2025/A/11047

## Facundo Leonel Viggiano v. ASD Piano Della Lente

Reference number: [CAS 2025/A/11047](#)

Award date: 25 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> <b>Facundo Leonel Viggiano</b>	 Argentina	 <b>Club</b> <b>ASD Piano Della Lente</b>	 Italy
<b>LEGAL TEAM</b> <b>Fernando Manuel Soria</b>   Attorney-at-law in Valencia, Spain		<b>LEGAL TEAM</b> <i>Not available</i>	
<b>SOLE ARBITRATOR</b>		<b>Jonathan Hall</b>   Solicitor in Dubai, UAE	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

*locus standi*; sanction; termination

### RELEVANT RULES & REGULATIONS

CAS Code; arts. R44.3, R57

FIFA RSTP; art. 12bis

SCO; art. 73, 104

### LANGUAGE

English

### KEYWORDS

breach of contract; just cause; standing to appeal

### CASE LAW CITED

- » **Sanction, locus standi:** CAS 2006/A/1082 & 1104; CAS 2014/A/3707; CAS 2016/A/4826.

### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

### Main issue

**Does the player have standing to request the imposition of sporting sanctions on the club?**

No, the player lacks standing to request it.

**CAS 2025/A/11047**Facundo Leonel Viggiano v. ASD  
Piano Della Lente**Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **19 August 2024:** player filed claim
- / **31 October 2024:** decision rendered
- / **12 November 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **28 November 2024:** player filed statement of appeal
- / **28 November 2024:** player requested SoA as appeal brief
- / **28 November 2024:** player requested legal aid
- / **28 November 2024:** player requested evidence production
- / **9 January 2025:** legal aid granted
- / **9 January 2025:** FIFA requested exclusion
- / **13 January 2025:** player agreed
- / **28 March 2025:** club filed answer in Italian
- / **2 April 2025:** club filed submission
- / **28 April 2025:** sole arbitrator appointed
- / **6 May 2025:** sole arbitrator decided not to hold hearing
- / **13 May 2025:** evidence production partially granted
- / **30 May 2025:** player filed evidence
- / **16 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **25 July 2025:** sole arbitrator issued award

**Background**

The parties signed an employment agreement on 22 July 2023. The player sent a default notice to the club on 25 July 2024.

The player filed a claim before the FIFA DRC against the club for breach of contract on 19 August 2024, outstanding remuneration. The club defaulted on its answer. The FIFA DRC rendered its decision on 31 October 2024, dismissing the player's claim. The FIFA DRC notified its decision's grounds on 12 November 2024.

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

## » CAS 2025/A/11047 Facundo Leonel Viggiano v. ASD Piano Della Lente

### MAIN LEGAL FINDINGS

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

#### Main issue

The sole arbitrator reasons that clubs and players lack standing to request the imposition of sporting sanctions against each other. In addition, FIFA has the sole prerogative to determine whether to impose a sporting sanction in a concrete case.

The sole arbitrator notes that the player requested the imposition of a sporting sanction on the club. In addition, FIFA is not a party to the proceedings as the player agreed to its exclusion as a respondent.

The sole arbitrator decided that the player lacks standing to request the imposition of sporting sanctions on the club.

# TAS 2024/A/10534

## Leandro Javier Lugarzo v. Club Portuguesa FC CA

Reference number: [TAS 2024/A/10534](#)

Award date: 30 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> <b>Leandro Javier Lugarzo</b>	 Argentina	 <b>Club</b> <b>Club Portuguesa FC CA</b>	 Venezuela
<b>LEGAL TEAM</b> <b>Eduardo Alberto Martins</b>   Attorney-at-law in Buenos Aires, Argentina		<b>LEGAL TEAM</b> <i>Not available</i>	
<b>SOLE ARBITRATOR</b> Santiago Durán Hareau   Attorney-at-law in Montevideo, Uruguay			

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

termination

### RELEVANT RULES & REGULATIONS

FIFA Procedural Rules Governing the Football Tribunal; art. 13  
 FIFA RSTP; arts. 14bis, 17  
 SCO; arts. 73, 102, 105  
 SCCP; art. 151

### LANGUAGE

Spanish

### KEYWORDS

outstanding remuneration; residual amount

### CASE LAW CITED

None



### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

### Main issue

**Did the player have just cause to terminate his employment contract?**

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

**TAS 2024/A/10534**

Leandro Javier Lugarzo v. Club Portuguesa FC CA

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

- / **2 January 2024:** player filed claim
- / **6 March 2024:** decision rendered
- / **9 April 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **29 April 2024:** player filed statement of appeal
- / **9 May 2024:** player filed appeal brief
- / **31 May 2024:** FIFA requested exclusion
- / **28 October 2024:** sole arbitrator appointed
- / **7 November 2024:** FIFA submitted case file upon request
- / **29 November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **30 July 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 23 January 2023. The player sent a default notice to the club on 25 November 2023. The club replied on 5 December 2023, objecting to the player's request. The player reiterated his position on 7 December 2023. The player terminated his employment contract on 15 December 2023, alleging just cause due to outstanding remuneration.

The player filed a claim before the FIFA DRC against the club for breach of contract on 2 January 2024. The player stated that he remained unemployed on 6 February 2024. The FIFA DRC rendered its decision on 6 March 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 9 April 2024.

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

## » TAS 2024/A/10534 Leandro Javier Lugarzo v. Club Portuguesa FC CA

### MAIN LEGAL FINDINGS

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

#### Main issue

The sole arbitrator reasons that a club carries the burden of proving that it paid its employee proper remuneration. The sole arbitrator notes that it is undisputed that the player and the club signed an employment contract. In addition, it is undisputed that the player claims not to have received compensation and that he sent a default notice to the club in which he gave it a 15-day deadline to comply. It is also undisputed that the player terminated his employment agreement after the deadline, alleging just cause.

The sole arbitrator notes that the club did not participate in either the FIFA or the CAS proceedings. As such, his considerations must be based on the submissions and evidence provided by the player. The club has breached the employment contract with the player and the player had just cause to terminate it due to outstanding remuneration.

The sole arbitrator decides the player had just cause to terminate his employment contract.

# CAS 2024/A/11034

## Yukatel Adana Demirspor A.Ş. v. Pape Abou Cissé & FIFA

Reference number: [CAS 2024/A/11034](#)

Award date: 5 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT N. 1		RESPONDENT	
 <b>Club</b> Yukatel Adana Demirspor A.Ş.	 Turkey	<b>Player</b> Pape Abou Cissé	 Senegal
<b>LEGAL TEAM</b> Juan de Dios Crespo   Attorney-at-law in Valencia, Spain		<b>LEGAL TEAM</b> Laurent Menestrier   Attorney-at-law in Marseille, France	
PANEL		RESPONDENT	
<b>President.</b> <b>Marco Balmelli</b> Attorney-at-law in Basel, Switzerland	<b>Arbitrator.</b> <b>Daan de Jong</b> Attorney-at-law in Utrecht, the Netherlands	<b>Arbitrator.</b> <b>Manfred P. Nan</b> Attorney-at-law in Amsterdam, the Netherlands	 <b>IF</b> <b>Fédération Internationale de Football Association (FIFA)</b>
			 Switzerland
		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA <b>Miguel Liétard</b>   Director of litigation <b>Rodrigo Morais</b>   Senior legal counsel	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

termination; sanction

### RELEVANT RULES & REGULATIONS

FIFA RSTP; arts. 14, 14bis, 17  
SCO; art. 1, 151, 337c

### LANGUAGE

English

### KEYWORDS

breach of contract; compensation; just cause; mitigation

### CASE LAW CITED

- » **Compensation, duty to mitigate:** CAS 2022/A/9289.
- » **Termination, just cause:** ATF 108 II 444; ATF 130 III 213; ATF 127 III 153.



### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

#### Main issue n. 1

**Did the player have just cause to terminate his employment contract with the club?**

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

#### Main issue n. 2

**Did the player violate his duty to mitigate compensation by terminating his employment contract with the Qatari club early?**

No, the club did not prove that the player acted in bad faith by intentionally terminating his employment contract with the Qatari club and not finding a new employment opportunity.

**CAS 2024/A/11034**Yukatel Adana Demirspor A.Ş. v.  
Pape Abou Cissé & FIFA**Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **19 June 2024:** player filed claim
- / **23 September 2024:** decision rendered
- / **4 November 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **25 November 2024:** club filed statement of appeal
- / **25 November 2024:** club requested stay
- / **4 December 2024:** player objected
- / **15 December 2024:** club filed appeal brief
- / **24 December 2024:** FIFA objected
- / **15 January 2025:** panel constituted
- / **20 January 2025:** stay denied
- / **7 February 2025:** player filed answer
- / **14 February 2025:** FIFA filed answer
- / **26 February 2025:** panel decided not to hold hearing
- / **26 February 2025:** 2<sup>nd</sup> round submission granted
- / **17 March 2025:** club filed reply
- / **27 March 2025:** player filed rejoinder
- / **3 April 2025:** FIFA filed rejoinder
- / **June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **5 August 2025:** panel issued award

## Background

The club and the player signed an employment agreement on 15 September 2023. The player put the club in default on 7 May 2024. The club failed to fulfil its financial obligations despite further reminders. The player proposed a payment schedule to the club on 21 May 2024. The club accepted the player's proposal. The club paid the first instalment on 24 May 2024 and failed to comply with the second instalment due on 29 May 2024.

The player sent a unilateral termination notices on 10 June 2024. Nonetheless, the player proposed a new payment schedule to the club on 10 June 2024, subject to a condition precedent. The club accepted the terms on 11 June 2025. However, the club rejected the condition precedent. On the same date, the player replied to the club and informed it that he agreed to remove the condition precedent. Still, the player emphasized that the agreement would only be valid upon payment of the first instalment due on 14 June 2024.

The player sent a reminder to the club on 13 June 2024. The club did not proceed with the payment. The player terminated his employment contract with the club with just cause on 26 June 2024 due to the club's failure to meet its payment obligations.

The player filed a claim before the FIFADRC against the club for breach of contract on 19 June 2024, requesting outstanding remuneration and compensation. The FIFA DRC rendered its decision on 23 September 2024, partially accepting the player's claim. The player concluded an employment contract with a Qatari club on 1 October 2024. The FIFA DRC notified its decision's grounds on 4 November 2024. The Qatari club and the player mutually agreed to terminate their employment contract on 10 November 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 confirm the FIFA DRC decision.

## » CAS 2024/A/11034 Yukatel Adana Demirspor A.Ş. v. Pape Abou Cissé & FIFA

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA DRC decision is amended; (c) the costs of the arbitration are borne 90% by the club and 10% by the player; and (d) the club shall pay the player a contribution in the amount of CHF 3,500 towards the legal fees and other expenses.

#### Main issue n. 1

The panel reasons that the acceptance of an offer must be unequivocal and unconditional to bring the legal consequence of a valid and binding conclusion of a contract under Swiss law. As such, if the offeree alters the offer with respect to material aspects, it does not constitute acceptance but rather a counteroffer. A party who requests a formal condition precedent to agree to a counteroffer signals that the party's willingness to be bound by the counteroffer is subject to the fulfilment of such condition.

Moreover, the panel reasons that the will of the parties determines the interpretation of a contract under Swiss law. Subsidiarily, the interpretation of a contract is determined based on the principle of trust when no consent exists. As such, the interpretation of a contract relies on how a party understood the other party's statement of intent and whether there is a normative consensus.

The panel reasons that an employment contract may be terminated by either party without consequences of any kind where there is just cause. Such termination is considered an action of last resort. Just cause to terminate a contract must be determined on a comprehensive evaluation of circumstances specific to the case and particular weight is given to the type and seriousness of the contractual breach.

In addition, the panel reasons that immediate termination may be warranted if a misconduct continues despite a prior formal warning. As such, the decisive factor is whether the circumstances underlying the termination have fundamentally broken the mutual trust essential to the employment relationship.

The panel notes that the player removed a paragraph from the termination agreement upon the club's request. Moreover, the player sent to the club the altered agreement alongside a formal condition precedent via email. The player drafted the provision clearly and it manifested the player's will to be bound by the termination agreement if the conditions were met. As such, it must have been obvious to the club that the termination agreement was subject to the condition precedent that it paid the player the first instalment in due time.

Moreover, the panel notes that the player had set out the condition precedent in his email dated 11 June 2024 to conclude the termination agreement with the club that included a payment schedule. The player further sent a reminder to the club. The club did not answer the player's emails and did not comply with its financial obligations regarding the payment schedule. As such, the termination agreement is void and the employment contract remained in force.

The panel notes that the club's behaviour is sufficiently serious to meet the threshold required under Swiss law for the player to validly terminate the contract with just cause. Particularly, the player's just cause arises from the fact that the club did not comply with its financial obligations under the employment contract persistently.

The panel decides that the player had just cause to terminate his employment contract with the club.

## » CAS 2024/A/11034 Yukatel Adana Demirspor A.Ş. v. Pape Abou Cissé & FIFA

### Main issue n. 2

The panel reasons that a party that has suffered because of breach of contract by a counterparty is entitled to receive compensation. Unless provided for in the employment contract, such compensation is calculated considering the damage suffered under the positive interest principle as well as having regard to the individual facts and circumstances of each case and with due consideration for the law of the country concerned.

In addition, the panel reasons that compensation is reduced by any amount that the employee saved because of the termination of the employment relationship or that he earned by performing other work or would have earned had he not intentionally foregone such work. The employee's duty to mitigate is not considered satisfied when the employee in the absence of any valid reason: (i) deliberately fails to search for a new club; (ii) unreasonably refuses to sign a satisfying employment contract; or (iii) deliberately accepts to sign a contract with worse financial conditions when having different options.

Moreover, the panel reasons that the duty to mitigate the compensation may not result in a shift of the financial risk resulting from a termination of an employment contract without just cause. As such, the employer must prove that the employee acted in bad faith or that the employee did not take sufficient measures to mitigate the compensation.

The panel notes that the club failed to discharge its burden of proving that the player acted in bad faith or that he did not take sufficient measures to mitigate the compensation after terminating his employment contract with the Qatari club by: (i) failing to search for a new club; or (ii) refusing to sign an employment agreement.

The panel decides that the club did not prove that the player violated his duty to mitigate compensation as the club did not demonstrate that the player acted in bad faith by intentionally terminating his employment contract with the Qatari club and by not finding a subsequent employment opportunity in due time.

# CAS 2024/A/10951

## Athletico Paranaense v. Audax Rio – RJ & Olympique Lyonnais

Reference number: [CAS 2024/A/10951](#)

Award date: 15 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Clube Athletico Paranaense</b>	 Brazil	 <b>Club</b> <b>Audax Rio – RJ</b>	 Brazil
<b>LEGAL TEAM</b> <b>Bichara Abidão Neto</b>   Attorney-at-law in São Paulo, Brazil <b>Victor Eleuterio</b>   Attorney-at-law in São Paulo, Brazil <b>Ariadna Mendoza</b>   Attorney-at-law in São Paulo, Brazil		<b>LEGAL TEAM</b> <b>Rogério Moreira Lins Pastl</b>   Attorney-at-law in Porto Alegre, Brazil <b>Francisco Balbuena Dal Forno</b>   Attorney-at-law in Porto Alegre, Brazil <b>Mariana Teixeira Fortes</b>   Attorney-at-law in Porto Alegre, Brazil <b>Danielle de Freitas Cravo Souza</b>   Attorney-at-law in Porto Alegre, Brazil	
<b>SOLE ARBITRATOR</b> <b>CAS 2024/A/10951</b>		<b>RESPONDENT</b>	
<b>Mark A. Hovell</b> Solicitor in Manchester, United Kingdom		 <b>Club</b> <b>Olympique Lyonnais</b>	 France
		<b>LEGAL TEAM</b> <b>Willy Niama</b>   In-house counsel in Lyon, France <b>Miguel Pasquet</b>   In-house counsel in Lyon, France	

**CATEGORY****Employment, Status & Transfer****ISSUES***locus standi*; training rewards**RELEVANT RULES & REGULATIONS**

SCO; art. 18

**LANGUAGE**

English

**KEYWORDS**

sell-on fee; solidarity contribution; standing to appeal; waiver

**CASE LAW CITED**

- » **Waiver, parties:** CAS 2024/A/10694.
- » **Waiver, requirements:** CAS 2017/A/5277.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**

**Did the settlement agreement between CAP and Audax RJ waive future solidarity contributions arising from the sell-on clause?**

No, the settlement agreement between CAP and Audax RJ did include Audax RJ's waiver of future solidarity contributions arising from the sell-on clause.

**CAS 2024/A/10951****Athletico Paranaense v. Audax Rio  
– RJ & Olympique Lyonnais****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **29 February 2024:** Audax RJ filed claim
- / **14 August 2024:** decision rendered
- / **30 September 2024:** decision notified

**Before the Court of Arbitration for  
Sport**

- / **21 October 2024:** CAP filed statement of appeal
- / **7 November 2024:** FIFA renounced intervention
- / **27 November 2024:** CAP filed appeal brief
- / **17 December 2024:** Audax RJ filed answer
- / **18 December 2024:** Lyon filed answer
- / **20 December 2024:** sole arbitrator appointed
- / **3 February 2025:** sole arbitrator decided to hold online hearing
- / **13 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **20 March 2025:** sole arbitrator held online hearing
- / **26 March 2025:** Audax RJ filed new evidence upon request
- / **1 April 2025:** Lyon filed comments
- / **8 April 2025:** CAP filed comments
- / **16 April 2025:** Audax RJ filed comments
- / **15 August 2025:** sole arbitrator issued award

**Background**

On 30 January 2020, a Brazilian player transferred from CAP to Lyon with a sell-on clause entitling CAP to 20% of any future transfer fee. On 17 June 2020, Audax RJ filed a claim before the FIFA DRC against Lyon for solidarity contribution in relation to the player's transfer. On 14 August 2022, Audax RJ and CAP reached a settlement agreement. It is disputed the scope of what the parties had agreed to. On 18 August 2020, Audax RJ withdrew its claim against Lyon. On 2 September 2020, FIFA closed the case file.

On 31 January 2022, the player transferred from Lyon to an English club, triggering the sell-on clause. Audax RJ filed a claim before the FIFA DRC against CAP for solidarity contribution on 29 February 2024. The FIFA DRC rendered its decision on 14 August 2024, partially accepting Audax RJ's claim. The FIFA DRC notified its decision's grounds on 30 September 2024.

CAP filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. Audax RJ and Lyon filed their respective answers requesting that the sole arbitrator confirm the FIFA DRC decision.

## » CAS 2024/A/10951 Athletico Paranaense v. Audax Rio – RJ & Olympique Lyonnais

### MAIN LEGAL FINDINGS

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

#### Main issue

The sole arbitrator reasons waivers of training compensation and solidarity contributions must contain clear and unequivocal renunciation of such rights. In addition, a waiver in a document between two parties cannot bind a club that was not a party to the document. Moreover, the *venire contra factum proprium* principle, or estoppel, creates a legitimate expectation to a party's conduct.

The sole arbitrator notes that there is no reference to the sell-on clause in the settlement agreement between CAP and Audax RJ. As such, there is no specific waiver. Moreover, Audax RJ did not act in a way to create legitimate expectations that it would not seek solidarity contributions relating to the sell-on clause.

The sole arbitrator decides that Audax RJ did not waive future solidarity contributions arising from the sell-on clause in its settlement agreement with CAP.

# CAS 2024/A/10899

## Anorthosis Famagusta FC v. Alberto Perea Correoso

Reference number: [CAS 2024/A/10899](#)

Award date: 28 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Anorthosis Famagusta FC</b>	 Cyprus	<b>Player</b> <b>Alberto Perea Correoso</b>	 Spain
<b>LEGAL TEAM</b> <b>Rafail Demetriou</b>   Anorthosis Famagusta FC's CEO in Larnaca, Cyprus AP Sports Law Office in Athens, Greece <b>Alkiviadis Papantoniou</b>   Attorney-at-law <b>Vasileios Fotiou</b>   Attorney-at-law		<b>LEGAL TEAM</b> LRA Legal & Sports in Mexico City, Mexico <b>Juan Manuel López Ruiz</b>   Attorney-at-law <b>Regina Vargas Rojo</b>   Attorney-at-law <b>Pedro David Navarro Jodar</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b>		Oliver Jaberg   Attorney-at-law in Aarau, Switzerland	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

termination

### RELEVANT RULES & REGULATIONS

FIFA RSTP; arts. 14bis, 17

### LANGUAGE

English

### KEYWORDS

breach of contract; compensation; just cause; mitigation

### CASE LAW CITED

- » **Compensation, duty to mitigate:** CAS 2005/A/909-912; CAS 2006/A/1062; CAS 2012/A/3033; CAS 2015/A/4346.
- » **Termination, need for notice:** CAS 2020/A/7134.



### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

### Main issue

**Did the player have just cause to terminate his employment contract?**

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

**CAS 2024/A/10899****Anorthosis Famagusta FC v.  
Alberto Perea Correoso****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **25 April 2024:** player filed claim
- / **22 August 2024:** decision rendered
- / **9 September 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **30 September 2024:** club filed statement of appeal
- / **30 October 2024:** club filed appeal brief
- / **9 January 2025:** player filed answer
- / **4 February 2025:** sole arbitrator appointed
- / **12 February 2025:** sole arbitrator decided to hold hearing
- / **13 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **30 April 2025:** sole arbitrator held online hearing
- / **28 August 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 9 January 2024 and a supplementary agreement on 10 January 2024. On 5 April 2024, the player sent a default notice to the club for EUR 102,000 with a deadline until 20 April 2024. The club contacted the player's legal representative on 20 April 2024 to inquire whether he would be willing to wait for payment until 22 April 2024. The player's legal representative replied on the same date that the player would be willing to wait if the club made a concrete offer to comply with its financial obligations.

On 21 April 2024, the club proposed a payment plan that provided for an EUR 74,000 payment in two instalments and that the employment contract would be terminated by mutual agreement. On the same date, the player replied to the club's offer and stated that he would not accept any offer below EUR 92,660 to be paid by 22 April 2024. The club replied, acknowledging the EUR 92,660 outstanding amount and that it would settle the player's due payables by 22 April 2024. The player replied that he would consider his employment contract terminated by 22 April 2024 9am in case of no payment.

On 22 April 2024, the club paid EUR 74,000. On the same date at 12pm, the club informed the player's legal representative that it had made the payment. The player's legal representative replied that the payment had not been cleared and that the player was tired of waiting for the club's compliance with its financial obligations. On the same date at 12:50pm, the player terminated his employment contract with the club via his legal representative. On the same date, the club sent a letter to the player, claiming that it had paid him before the player had sent his termination notice. In addition, the club alleged that the player sent his termination notice in bad faith and that he did not have just cause to terminate his employment agreement.

The player filed a claim before the FIFA DRC against the club for breach of contract on 25 April 2024, requesting outstanding remuneration and compensation. The FIFA DRC rendered its decision on 22 August 2024, accepting the player's claim. The FIFA DRC notified its decision's grounds on 9 September 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 confirm the FIFA DRC decision.

## » CAS 2024/A/10899 Anorthosis Famagusta FC v. Alberto Perea Correoso

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the 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 a contribution in the amount of CHF 4,000 towards the legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that a player has just cause to unilaterally terminate an employment contract if: (i) a club unlawfully fails to pay at least two monthly salaries on their due dates; (ii) the player has put the club in default in writing; and (iii) the player has granted the club a deadline of at least 15 days to comply with its financial obligations.

The sole arbitrator notes that: (i) the club owed the player more than two monthly salaries; (ii) the player sent a valid default notice to the club; and (iii) the club arranged partial payment within the deadline.

The sole arbitrator decides that the player had just cause to terminate his employment contract.

# CAS 2024/A/10900

## Anorthosis Famagusta FC v. Miguel Ángel Guerrero Martín

Reference number: [CAS 2024/A/10900](#)

Award date: 28 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Anorthosis Famagusta FC</b>	 Cyprus	<b>Player</b> <b>Alberto Perea Correoso</b>	 Spain
<b>LEGAL TEAM</b> <b>Rafail Demetriou</b>   Anorthosis Famagusta FC's CEO in Larnaca, Cyprus AP Sports Law Office in Athens, Greece <b>Alkiviadis Papantoniou</b>   Attorney-at-law <b>Vasileios Fotiou</b>   Attorney-at-law		<b>LEGAL TEAM</b> Ruiz Huerta & Crespo Sports Lawyers in Valencia, Spain <b>Juan de Dios Crespo Pérez</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b>			
<b>Oliver Jaberg</b>   Attorney-at-law in Aarau, Switzerland			

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

jurisdiction; termination

**RELEVANT RULES & REGULATIONS**

FIFA Procedural Rules governing the Football Tribunal; art. 13(5)  
 FIFA RSTP; arts. 14bis, 17, 22  
 SCC; art. 8

**LANGUAGE**

English

**KEYWORDS**

breach of contract; compensation; lack of jurisdiction; just cause; mitigation

**CASE LAW CITED**

- » **Burden of proof, allocation:** CAS 2020/A/7605; CAS 2020/A/7612; CAS 2021/A/8214.
- » **Compensation, duty to mitigate:** CAS 2005/A/909-912; CAS 2006/A/1062; CAS 2012/A/3033; CAS 2015/A/4346.
- » **Contractual interpretation, *pacta sunt servanda*:** ATF 135 III 1; CAS 2023/A/9444.
- » **Jurisdiction, choice of forum:** CAS 2014/A/3579; CAS 2021/A/8042.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Preliminary issue****Did the FIFA DRC have jurisdiction to hear the dispute?**

Yes, the FIFA DRC had jurisdiction to hear the dispute.

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

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

**CAS 2024/A/10900****Anorthosis Famagusta FC v.  
Miguel Ángel Guerrero Martín****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **10 May 2024:** player filed claim
- / **22 August 2024:** decision rendered
- / **9 September 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **30 September 2024:** club filed statement of appeal
- / **4 November 2024:** club filed appeal brief
- / **4 February 2025:** sole arbitrator appointed
- / **19 February 2025:** sole arbitrator decided to hold hearing
- / **10 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **8 March 2025:** sole arbitrator held online hearing
- / **28 August 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 22 January 2023 and a supplementary agreement on 23 January 2024. On 8 February 2024, the parties signed a new employment agreement contract. On the same date, the parties signed a private agreement. On 9 February 2024, the parties signed a supplementary agreement. Both supplementary agreements provided for the FIFA Football Tribunal as the competent body to decide any dispute arising out of the employment relationship.

On 2 April 2024, the player sent a default notice to the club. On 19 April 2024, the player sent a termination notice. On 19 February 2025, the player signed an employment agreement with a Spanish club.

The player filed a claim before the FIFA DRC against the club for breach of contract on 10 May 2024, requesting outstanding remuneration and compensation. 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 9 September 2024.

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

## » CAS 2024/A/10900 Anorthosis Famagusta FC v. Miguel Ángel Guerrero Martín

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the 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 a contribution in the amount of CHF 4,000 towards the legal fees and other expenses.

#### Preliminary issue

The sole arbitrator reasons that the national arbitral tribunal must be competent only if there is a valid and exclusive arbitration agreement designating such tribunal to oust the default jurisdiction of FIFA. The FIFA DRC retains its competence where jurisdiction is ambiguous or shared.

The sole arbitrator notes that the supplementary agreement that establishes the FIFA DRC's jurisdiction prevails over the employment contract reference to the Cyprus MA NDRC. Particularly, the supplementary agreement amended the jurisdiction clause and clearly designated the FIFA DRC as having jurisdiction to hear any dispute relating to the employment relationship of the parties.

The sole arbitrator decides that the FIFA DRC had jurisdiction to hear the dispute.

#### Main issue

The sole arbitrator reasons that a player has just cause to unilaterally terminate an employment contract if: (i) a club unlawfully fails to pay at least two monthly salaries on their due dates; (ii) the player has put the club in default in writing; and (iii) the player has granted the club a deadline of at least 15 days to comply with its financial obligations.

The sole arbitrator notes that: (i) the club owed the player more than two monthly salaries; (ii) the player sent a valid default notice to the club; and (iii) the club did not comply with its financial obligations within the deadline.

The sole arbitrator decides that the player had just cause to terminate his employment contract.

# CAS 2024/A/10956

## Anyuta Galstyan v. Okzhetpes Futbol Kluby

Reference number: [CAS 2024/A/10956](#)

Award date: 28 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> <b>Anyuta Galstyan</b>	 Armenia	 <b>Club</b> <b>Okzhetpes Futbol Kluby</b>	 Kazakhstan
<b>LEGAL TEAM</b> <b>Victor Targino de Araujo</b>   Attorney-at-law in São Paulo, Brazil		<b>LEGAL TEAM</b> <b>Murat Tleshev</b>   Club's acting director in Kokshetau, Kazakhstan	
<b>SOLE ARBITRATOR</b> Espen Auberg   Attorney-at-law in Oslo, Norway			

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

termination

### RELEVANT RULES & REGULATIONS

CAS Code; art. R56

FIFA RSTP; art. 13

Kazakhstani Labour Code; arts. 49, 52

SCC; art. 8

SCO; art. 18

### LANGUAGE

English

### KEYWORDS

breach of contract; compensation; just cause; moral damages

### CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2020/A/6796.
- » **Contractual interpretation, parties' intention:** CAS 2021/A/790.
- » **Contractual interpretation, unclear wording:** CAS 2005/A/871; CAS 2008/A/1518.
- » **Evidence; exceptional circumstances:** CAS 2015/A/4220.

### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

#### Preliminary issue

**Are the player's additional submission and evidence admissible?**

No, the player failed to establish exceptional circumstances for late submission.

#### Main issue

**Is the player entitled to compensation for injury sustained during employment?**

Yes, the player is entitled to compensation for injury sustained during employment.

**CAS 2024/A/10956**Anyuta Galstyan v. Okzhetpes  
Futbol Kluby**Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **16 January 2024:** player filed claim
- / **8 August 2024:** decision rendered
- / **2 October 2024:** decision notified

**Before the Court of Arbitration for  
Sport**

- / **23 October 2024:** player filed statement of appeal
- / **23 October 2024:** player requested legal aid
- / **11 February 2025:** legal aid granted
- / **13 February 2025:** FIFA requested exclus
- / **18 February 2025:** player agreed
- / **18 February 2025:** player filed appeal brief
- / **11 March 2025:** club filed answer
- / **21 March 2025:** player filed unsolicited reply
- / **21 March 2025:** player filed new evidence
- / **31 March 2025:** club objected reply
- / **3 April 2025:** club filed answer
- / **9 April 2025:** reply inadmissible
- / **14 April 2025:** club objected new evidence
- / **28 April 2025:** new evidence inadmissible
- / **28 April 2025:** sole arbitrator decided not to hold hearing
- / **2 May 2025:** CAS Court Office forwarded order of procedure to the parties
- / **28 August 2025:** sole arbitrator issued award

**Background**

The parties signed an employment agreement on 11 April 2023, valid until 11 October 2023. The player suffered a knee injury during a match on 6 October 2023. The player underwent an MRI scan on 10 October 2023, which reported that she had ruptured her medial meniscus and incurred in partial damage to her anterior cruciate ligament. The player's employment contract expired on 11 October 2023 while she was recovering from her injury. On the same date, the player signed a document drafted by the club regarding her employment contract's termination due to its expiration.

The player purchased a pair of crutches on 12 October 2023. The player was admitted to the Hospital in Armenia on 7 December 2023. The player underwent surgery in Armenia on 11 December 2023 as a direct consequence from her injury. The player's doctor estimated her recovery time to be 8 or 9 months after surgery.

The player filed a claim before the FIFA DRC against the club for breach of contract on 16 January 2024, requesting unpaid salaries, injury-related compensation, and moral damages. The FIFA DRC rendered its decision on 8 August 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 2 October 2024.

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

## » CAS 2024/A/10956 Anyuta Galstyan v. Okzhetpes Futbol Kluby

### MAIN LEGAL FINDINGS

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

#### Preliminary issue

The sole arbitrator reasons that late submissions may only be admitted under exceptional circumstances.

The sole arbitrator notes that the player did not discharge her burden of proof regarding any exceptional circumstances as the evidence she filed late was available beforehand.

The sole arbitrator decides that the player failed to establish exceptional circumstances for late submission.

#### Main issue

The sole arbitrator reasons that the player's employment contract entitles her to compensation for work-related injuries.

The sole arbitrator notes that the club failed to provide insurance for the player and that she was unable to work for 10 months due to a work-related injury.

The sole arbitrator decides that the player is entitled to compensation for injury sustained during employment.

**CAS 2024/A/10491**

Mathias Antonsen Normann v. FC Dynamo Moscow

**CAS 2024/A/10492**

FC Dynamo Moscow JSC v. Mathias Antonsen Normann &amp; Al Raed

**CAS 2024/A/10493**

Al Raed Sport Club v. FC Dynamo Moscow

Reference number: [CAS 2024/A/10491, 10492 & 10493](#)

Award date: 29 August 2025

Seat of arbitration: Lausanne, Switzerland

**PARTIES**

<b>Player</b> <b>Mathias Antonsen Normann</b>  Norway	<b>Club</b>  <b>FC Dynamo Moscow JSC</b>  Russia	<b>Club</b>  <b>Al Raed Sport Club</b>  Saudi Arabia	
<b>LEGAL TEAM</b> Loizos Hadjidemetriou   Attorney-at-law in Nicosia, Cyprus	<b>LEGAL TEAM</b> Dmitrii Dubovskikh   Attorney-at-law in Moscow, Russia Lizaveta Kabelskaya   Attorney-at-law in Moscow, Russia	<b>LEGAL TEAM</b> Pedro Macieirinha   Attorney-at-law in Vila Real, Portugal	
<b>PANEL</b>	<b>President.</b> <b>Jordi López Batet</b> Attorney-at-law in Barcelona, Spain	<b>Arbitrator.</b> <b>Mark Hovell</b> Solicitor in Manchester, United Kingdom	<b>Arbitrator.</b> <b>Emin Özkurt</b> Attorney-at-law in Istanbul, Turkey

**CATEGORY****Employment, Status & Transfer****ISSUES***force majeure*; joint liability; termination**RELEVANT RULES & REGULATIONS**FIFA RSTP, ed. May 23; art. 17  
SCCP; art. 377(1)  
SCO; arts. 2, 119, 341(1)**LANGUAGE**

English

**KEYWORDS**

breach of contract; compensation; just cause; waiver

**CASE LAW CITED**

- » **Contractual interpretation, *rebus sic stantibus*:** ATF 101 II 17; CAS 2021/A/7673 & 7699; CAS 2021/A/7791; CAS 2021/A/8113; CAS 2021/A/8145.
- » **Contractual performance, *force majeure*:** CAS 2013/A/3471; CAS 2015/A/3909; CAS 2021/A/7816.
- » ***Force majeure*, conditions:** CAS 2006/A/1110; CAS 2018/A/5779; CAS 2020/A/7422; CAS 2021/A/7673 & 7699.
- » **Liability, Diarra:** CAS 2023/A/9670 & 9671.
- » **Liability, several and joint:** CAS 2006/A/1075; CAS 2006/A/1141; CAS 2007/A/1298; CAS 2007/A/1299; CAS 2007/A/1300; CAS 2015/A/4111; CAS 2015/A/4116; CAS 2016/A/4408; CAS 2018/A/5693 & 5694.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

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

No, the player did not have just cause to terminate his employment contract with Dynamo Moscow.

**CAS 2024/A/10491**

Mathias Antonsen Normann v. FC Dynamo Moscow

**CAS 2024/A/10492**

FC Dynamo Moscow JSC v. Mathias Antonsen Normann &amp; Al Raed

**CAS 2024/A/10493**

Al Raed Sport Club v. FC Dynamo Moscow

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

- / **3 November 2023:** Dynamo Moscow filed claim
- / **22 February 2024:** decision rendered
- / **21 March 2024:** grounds notified

**Before the Court of Arbitration for Sport**

- / **10 April 2024:** Al Raed filed statement of appeal
- / **11 April 2024:** player filed statement of appeal
- / **11 April 2024:** Dynamo Moscow filed statement of appeal
- / **29 April 2024:** proceedings consolidated
- / **27 May 2024:** Al Raed filed appeal brief
- / **30 May 2024:** player filed appeal brief
- / **30 May 2024:** Dynamo Moscow filed appeal brief
- / **25 June 2024:** panel constituted
- / **25 June 2024:** Al Raed filed answer
- / **12 July 2024:** Dynamo Moscow filed answer
- / **12 July 2024:** player filed answer
- / **30 July 2024:** panel decided to hold hearing
- / **July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **8 October 2024:** Al Raed filed new evidence
- / **18 October 2024:** Dynamo Moscow filed comments
- / **18 October 2024:** player filed comments
- / **23 October 2024:** panel held in-person hearing
- / **4 November 2024:** player filed post-hearing brief
- / **6 November 2024:** Al Raed filed post-hearing brief
- / **13 November 2024:** Dynamo Moscow filed post-hearing brief
- / **29 August 2025:** panel issued award

**Background**

The player and Dynamo Moscow signed an employment agreement on 5 September 2022. In June 2023, the player left Russia for the summer holidays. On 26 June 2023, Dynamo Moscow sent a note of absence to the player. On 30 June 2023, Dynamo Moscow decided to reduce the player's remuneration for that month due to his absence from the club's pre-season. On 5 July 2023, the player's legal counsel sent a notice to the club. The player's representative and the club had a conference call on 7 July 2023 that followed a player's representative email to the club stating that the player accepted a 50% deduction of his remuneration for the month of June 2023. Dynamo Moscow replied to the player's representative email on 11 July 2023. The player signed a statement in which he accepted the club's right to apply a reduction in his monthly incentive payment of June 2023 due to his absence by 50% on 12 July 2023. The player's counsel sent an email to Dynamo Moscow requiring further information on the same date.

The player's counsel sent an email to the Dynamo Moscow on 30 July 2023, requiring that the club be open to discuss an early termination due to recent safety developments in Moscow regarding drone strikes near the player's apartment and local market. The club replied to the player's email on 1 August 2023, stating that the club remained at the player's disposal and that it believed there is no valid reason for an early termination of the player's employment contract. The player terminated his employment contract with Dynamo Moscow on 3 August 2023. The club replied to the player's termination notice on 4 August 2023, contesting it.

The player signed an employment agreement with Al Raed on 16 August 2023. Dynamo Moscow sent a letter to the player on 19 September 2023, requesting compensation for breach of contract. The player rejected Dynamo Moscow's request on 4 October 2023, asserting that he had just cause to terminate his employment contract with the club.

Dynamo Moscow filed a claim before the FIFA DRC against the player and Al Raed for breach of contract on 3 November 2023, *inter alia*, requesting compensation. The player filed a counterclaim. The FIFA DRC rendered its decision on 22 February 2024, partially accepting the Dynamo Moscow's and the player's claims. The FIFA DRC notified its decision's grounds on 21 March 2024.

The player, Dynamo Moscow, and Al Raed filed their respective appeals with CAS requesting that the panel set aside the FIFA DRC decision.

## » CAS 2024/A/10491 Mathias Antonsen Normann v. FC Dynamo Moscow

### CAS 2024/A/10492 FC Dynamo Moscow JSC v. Mathias Antonsen Normann & Al Raed

### CAS 2024/A/10493 Al Raed Sport Club v. FC Dynamo Moscow

#### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the player is dismissed; (b) the appeal filed by Dynamo Moscow is dismissed; (c) the appeal filed by Al Raed is dismissed; (d) the FIFA DRC decision is confirmed; (e) the costs of each arbitration proceeding are borne by the respective appellant party; and (f) each party shall bear its own legal fees and other expenses.

#### Main issue

The panel reasons that *force majeure* is a concept that states that a party who does not fulfil a contractual obligation could be excused for his breach if such party can provide that the breach is due to the occurrence of an event of impediment that is not only beyond the party's control but that such party could not have been reasonably expected to have taken into account when assuming the relevant obligation that was breached. Moreover, that must happen under some extraordinary and limited circumstances.

In addition, the panel reasons that *force majeure* exists if: (i) there is an objective impediment, beyond the control of the obliged party, that is unforeseeable and that cannot be resisted; and (ii) such objective impediment must render the performance of the obligation impossible. *Force majeure* is applied in a restrictive manner as it constitutes a fundamental departure from the principle of *pacta sunt servanda*.

Furthermore, the panel reasons that the *rebus sic stantibus* principle entails that a contract may be amended by an arbitrator when the circumstances under which it was concluded have changed to such an extent that the continuation of the contract cannot be required. As such, the following elements must arise: (i) the change in circumstances is subsequent to the conclusion of the contract; (ii) the change in circumstances is of an unpredictable nature; and (iii) the change in circumstances is of a nature seriously disrupting the contractual balance.

The panel reasons that the disruption of the contractual balance must reach a degree which constitutes misuse if one party still insists on its performance under the contract. The seriousness of the disruption requires that performance of contractual obligation cannot be demanded in good faith. The occurrence of these elements must equally be proven by a party deriving a right under the *rebus sic stantibus* principle.

The panel notes that the player voluntarily and consciously decided to remain in Russia in September 2022, despite of the rights conferred to him by the FIFA RSTP annexe 7. Furthermore, the player did not demonstrate any situation of extreme or imminent danger or risk in Moscow at the time of the contractual termination. As such, the situation alleged by the player does not qualify as an event of *force majeure* and does not entail the revision of the contract under the *rebus sic stantibus* principle.

The panel decides that the player did not have just cause to terminate his employment contract with Dynamo Moscow.

# TAS 2024/A/10733

## Club Universidad Nacional v. Daniel Alves Da Silva

Reference number: [TAS 2024/A/10733](#)

Award date: 1 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club Universidad Nacional</b>	 Mexico	<b>Player</b> <b>Daniel Alves Da Silva</b>	 Brazil
<b>LEGAL TEAM</b> <b>Javier Ferrero Muñoz</b>   Attorney-at-law in Madrid, Spain <b>Luis Torres-Septién Warren</b>   Attorney-at-law in Mexico City, Mexico <b>José María Zayas Prado</b>   Attorney-at-law in Mexico City, Mexico		<b>LEGAL TEAM</b> <b>Lucas Ferrer</b>   Attorney-at-law in Barcelona, Spain <b>Luis Torres</b>   Attorney-at-law in Barcelona, Spain	
<b>PANEL</b>	<b>President.</b> <b>Roberto Moreno Rodríguez Alcalá</b> Professor and attorney-at-law in Asunción, Paraguay	<b>Arbitrator.</b> <b>Massimo Coccia</b> Professor and attorney-at-law in Rome, Italy	<b>Arbitrator.</b> <b>Juan Pablo Arriagada Aljaro</b> Attorney-at-law in Santiago, Chile

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

jurisdiction; termination

**RELEVANT RULES & REGULATIONS**

CAS Code; arts. R55, R56, R57, R58

FIFA RSTP; art. 17

FIFA Statutes; arts. 49, 56

Mexican Civil Code; arts. 1828, 1949, 2107

Mexican Labour Law; arts. 42, 47

SCC; art. 2

SCO; arts. 102, 104, 107, 108, 109, 119, 160, 163

**LANGUAGE**

Spanish

**KEYWORDS**

breach of contract; compensation; image rights; penalty clause

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Preliminary issue****Did the FIFA DRC have jurisdiction to hear the dispute?**

No, but the issue cannot be reviewed as the player did not appeal the FIFA DRC decision.

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

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

**Main issue n.2****Is the player liable to reimburse the club for the second image rights payment?**

No, the player is not liable to reimburse the club for the second image rights payment.

**Main issue n.3****Is the penalty clause provided for in the employment contract valid and enforceable?**

Yes, partially as it is excessive.

**CASE LAW CITED**

- » **Appeal, counterclaim:** CAS 2010/A/2098.
- » **Applicable law, subsidiary application:** CAS 2017/A/5111; CAS 2017/A/5374.
- » **Compensation, proportionality requirement:** ATF 133 III 43.
- » **Compensation, public order:** ATF 133 II 201; CAS 2010/A/2317 & CAS 2011/A/2323; CAS 2017/A/5242.
- » **Compensation, reduction:** ATF 53 II 223; ATF 114 II 264; ATF 133 III 43; ATF 133 III 43; ATF 143 III 1; SFT 4A\_268/2016; CAS 2010/A/2317 & CAS 2011/A/2323.
- » **Compensation, review:** CAS 2016/A/4826.
- » **De novo review, procedural flaws:** CAS 2006/A/117; CAS 2008/A/1594; CAS 2009/A/1920; CAS 2013/A/3262.
- » **Liquidated damages, parties' autonomy:** CAS 2014/A/3707.
- » **Liquidated damages, requirements:** CAS 2016/A/4550.

**TAS 2024/A/10733****Club Universidad Nacional v.  
Daniel Alves Da Silva****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **24 May 2023:** club filed claim
- / **15 May 2024:** decision rendered
- / **18 June 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **8 July 2024:** club filed statement of appeal
- / **17 July 2024:** FIFA requested exclusion
- / **17 July 2024:** club agreed
- / **17 July 2024:** exclusion granted
- / **18 July 2024:** club filed appeal brief
- / **18 August 2024:** player filed answer
- / **11 September 2024:** panel constituted
- / **12 November 2024:** panel decided to hold in-person hearing
- / **5 December 2024:** CAS Court Office forwarded order of procedure
- / **13 March 2025:** club requested suspension
- / **19 March 2025:** suspension denied
- / **25 March 2025:** panel held in-person hearing
- / **28 March 2025:** player filed submission
- / **28 March 2025:** player filed new evidence
- / **3 April 2025:** club filed comments
- / **1 September 2025:** panel issued award

## Background

The parties signed an image rights agreement on 18 July 2022 and an employment agreement on 23 July 2022. The club paid USD 2,250,000 to the player under the image rights contract. On 20 January 2023, the player was arrested in Spain for alleged sexual assault. On the same date, the club terminated the player's employment contract for cause.

The club filed a claim before the FIFA DRC against the player for breach of contract on 24 May 2023, requesting compensation and reimbursement. The FIFA DRC rendered its decision on 15 May 2024, partially accepting the club's claim. The FIFA DRC notified its decision's grounds on 18 June 2024.

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

## » TAS 2024/A/10733 Club Universidad Nacional v. Daniel Alves Da Silva

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA DRC decision is amended; (c) the costs of the arbitration are borne 60% by the player and 40% by the club; and (d) the player shall pay the club a contribution in the amount of CHF 10,000 towards the legal fees and other expenses.

#### Preliminary issue

The panel reasons that the CAS Code art. R55 establishes that a respondent to a CAS appeal proceedings cannot file a counterclaim. As such, any specific issue that is not appealed by the appellant is not covered by the *de novo* review scope. Otherwise, that could deem the arbitral tribunal's decision null due to consisting in *reformation in peius*.

The panel notes that the FIFA DRC decision regarding its jurisdiction is final and binding to the parties and to the panel as it does not fall under the *de novo* review scope.

The panel decides that the FIFA DRC did not have jurisdiction to hear the dispute but that the issue cannot be reviewed as the player did not appeal the FIFA DRC decision.

#### Main issue n.1

The panel reasons that the CAS Code establishes that an arbitral tribunal has *de novo* powers when deciding a dispute in appeal proceedings. However, the *de novo* review scope is limited. Particularly, an issue that has not been subject to the first instance decision falls outside such scope.

The panel notes that the player did not question whether the club had just cause to terminate his employment contract before the FIFA DRC. As such, the panel scope of review is limited regarding this issue, and the club had just cause to terminate the player's employment contract.

Nevertheless, the panel decides that the club had just cause to terminate the player's employment contract.

#### Main issue n.2

The panel reasons that the intent to terminate a contract must be clear and unequivocal. The termination of an employment contract does not imply the termination of an image rights contract unless it expressly or indirectly mentions both.

The panel notes that the club opted not to terminate the player's image rights agreement at any point, although it had the right to do so.

The panel decides that the player is not liable to reimburse the club for the second image rights payment.

## » TAS 2024/A/10733 Club Universidad Nacional v. Daniel Alves Da Silva

### Main issue n.3

The panel reasons that the arbitral tribunal must adhere to the private autonomy or contractual freedom of the parties regarding a penalty clause which the parties have freely negotiated. However, such leeway has its limits when the penalty clause is deemed to be excessive. Its excessiveness arises from an indeterminate legal concept that must be used restrictively on a case-by-case basis.

As such, the panel reasons that the discretionary power of the arbitral tribunal refers both to the excessive penalty and to the issue of the extent of the reduction when applicable. Among the criteria that the arbitral tribunal should consider are: (i) the contracting parties; (ii) the determination of whether there is a dependency relationship between the parties; (iii) the parties' obligations and respective valuation of such obligations; and (iv) the nature of the contract at hand.

Moreover, the panel reasons that the following criteria is to be considered when determining whether a penalty clause is excessive: (i) the evident disproportion between the penalty fee and the damage suffered; (ii) the unreasonableness of the penalty fee; (iii) the weighing between the creditor's interest, the seriousness of the breach, and the debtor's conduct; and (iv) the goals of the penalty clause *vis-à-vis* the overall relationship that binds the parties. As such, a penalty clause cannot be considered automatically abusive merely because it exceeds the amount of the damages suffered by the creditor.

In addition, the panel reasons that the power of reduction due to the excessiveness of a penalty fee is not the same as considering a penalty clause null and void. That is, an arbitral tribunal may reduce the penalty fee but not consider the penalty clause null and void in itself. Nevertheless, the debtor bears the burden of proving the excessiveness of the penalty fee.

The panel notes that the penalty fee provided in the penalty clause is USD 5,000,000. The penalty fee does not equate to the damage potentially suffered by the club, or to the valuation of the services rendered under the employment contract. As such, it is deemed to be excessive and must be reduced to USD 2,250,000 given the context of the penalty clause in an employment contract between a player and a club.

The panel decides that the penalty clause provided for in the employment contract is valid and enforceable although excessive.

# TAS 2024/A/10948

## Club Atlético Colón v. Alberto Espínola Giménez

Reference number: [TAS 2024/A/10948](#)

Award date: 2 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Club Atlético Colón de Santa Fe</b>	 Argentina	<b>Player</b> <b>Alberto Espínola Giménez</b>	 Paraguay
<b>LEGAL TEAM</b> <b>Ariel N. Reck</b>   Attorney-at-law in Buenos Aires, Argentina		<b>LEGAL TEAM</b> <b>Fernando Daniel Baredes</b>   Attorney-at-law in Asunción, Paraguay	
<b>SOLE ARBITRATOR</b> <b>Bernarda Flores Ivanovic</b>   Attorney-at-law in La Paz, Bolivia			

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

termination

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; arts. 14, 17

SCC; art. 8

SCO; arts. 104, 323, 337(2)

**LANGUAGE**

Spanish

**KEYWORDS**

breach of contract; compensation; just cause

**CASE LAW CITED**

- » **Burden of proof, allocation:** CAS 2009/A/1909.
- » **Termination, just cause:** ATF 137 III 153.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

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

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

**TAS 2024/A/10948**Club Atlético Colón v.  
Alberto Espínola Giménez**Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **2 February 2024:** player filed claim
- / **5 September 2024:** decision rendered
- / **1 October 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **19 October 2024:** club filed statement of appeal
- / **21 November 2024:** club filed appeal brief
- / **10 December 2024:** player filed answer
- / **Unknown date:** sole arbitrator appointed
- / **Unknown date:** sole arbitrator decided to hold hearing
- / **2 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **2 June 2025:** sole arbitrator held online hearing
- / **2 September 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 29 July 2023. The player sustained an injury on 17 October 2023 while playing for the World Cup Qualifiers. The player and the club agreed to an amended to his employment contract on 8 November 2023 that reduced the player's remuneration. The player sent a default letter to the club on 8 January 2024. The club replied to his default letter on 22 January 2024. The player sent a termination letter to the club on 23 January 2024. The player signed for a Paraguayan club on 29 January 2024.

The player filed a claim before the FIFADRC against the club for breach of contract on 2 February 2024, requesting outstanding remuneration and compensation. The FIFA DRC rendered its decision on 5 September 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 1 October 2024. Particularly, the FIFA DRC decision considers the following regarding interest rate: "(i) the imposition of an annual interest rate of 5% from 23 January 2024 until the date of effective payment".

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The club's request for relief are: (1) set aside the decision of the FIFA DRC; (2) consider that the player did not have just cause to terminate the contract and that his actions did not legitimately constitute a measure of *ultima ratio*, and therefore, that he is not entitled to any compensation, being owed only the amounts accrued by the player up to the contractual termination; (3) subsidiarily, in the event that the arbitral tribunal considers that the player did have just cause to terminate his contract, set the amounts owed by the club "considering only the concepts detailed above, setting aside the award for sums corresponding to the agent, the January 2024 salary, and the compensation under the FIFA RSTP art. 17".

The player filed his answer requesting that the sole arbitrator confirm the FIFA DRC decision. The player's request for relief are: (1) confirm the just cause for the termination of the contract by the player; (2) order the club to pay the "following amounts: [...] net, plus 5% annual interest from January 23, 2024, until the date of effective payment"; (3) apply the corresponding disciplinary sanctions to the club; and (4) impose the procedural costs on the club, and an amount "of [...] to the contribution for legal expenses".

In addition, the sole arbitrator considered the following issues to be considered as the merits of the dispute under item "VIII": "(A) Whether the contractual termination invoked by the player is justified by a just cause or not; (B) Whether the payment of USD 145,000 acknowledged by the club in the amended private agreement is due; (C) Whether the payment of the salary corresponding to the month of January 2024 is due; and (D) Whether the application of the additional compensation equivalent to three months imposed on the club pursuant to the FIFA RSTP art. 17(1)(i) is appropriate". After her conclusions regarding the merits of the dispute under item "IX" and prior to establishing arbitration costs and the contribution to legal fees and other expenses under item "XI", the sole arbitrator included another topic to be decided under item "X" regarding the interest rate's calculation.

## » TAS 2024/A/10948 Club Atlético Colón v. Alberto Espínola Giménez

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the 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 a contribution in the amount of CHF 4,000 towards the legal fees and other expenses. Besides dismissing the club's appeal, the sole arbitrator decided to amend the FIFA DRC decision regarding interest rate.

#### Main issue

The sole arbitrator reasons just cause for terminating an employment contract arises when a party can no longer be expected to continue the employment relationship in good faith. The definition of just cause and its existence depends on a case-by-case analysis. It is an exceptional measure and relies on strict interpretation of the facts regarding a dispute.

In addition, the sole arbitrator reasons that the obligation to pay players' salaries on time has long been protected. As such, its non-payment or delayed payment constitutes just cause for termination, particularly if repeated. This is due to it being the primary obligation of the employer towards the employee.

The sole arbitrator notes that the player issued his formal notice when the club had not paid his remuneration on time and according to the employment agreements. The club failed to fulfil its financial obligations despite the player's notice. As such, it constitutes a breach of contract serious enough.

The sole arbitrator decides that the player had just cause to terminate his employment contract.

# CAS 2025/A/11025

## FC Partizan v. Ericksson Patrick Correia Andrade

Reference number: [CAS 2025/A/11025](#)

Award date: 17 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> FC Partizan	 Serbia	<b>Player</b> Ericksson Patrick Correia Andrade	 Cape Verde
<b>LEGAL TEAM</b> Zoran Damjanovic   Attorney-at-law in Belgrade, Serbia Ksenija Damjanovic   Attorney-at-law in Belgrade, Serbia Marco del Fabro   Attorney-at-law in Zurich, Switzerland		<b>LEGAL TEAM</b> Jose Miguel Sampaia e Nora   Attorney-at-law in Lisbon, Portugal	

**SOLE ARBITRATOR**

Kepa Larumbe | Attorney-at-law in Madrid, Spain

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

termination

**RELEVANT RULES & REGULATIONS**FIFA RSTP; art. 17  
SCO; arts. 322, 329d**LANGUAGE**

English

**KEYWORDS**

breach of contract; compensation; just cause; mitigation

**CASE LAW CITED**

- » **Burden of proof, shifting:** ATF 132 III 715; CAS 2011/A/2384 & 2386.
- » **Standard of proof, comfortable satisfaction:** CAS 2005/A/908; CAS 2006/A/1130; CAS 2009/A/1920; CAS 2010/A/2172; CAS 2010/A/2267; CAS 2013/A/3258; CAS 2014/A/3625; CAS 2016/A/4558.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**

**Should the compensation awarded by the FIFA DRC to the player be reduced?**  
 Yes, the compensation awarded by the FIFA DRC to the player should be reduced.

**CAS 2025/A/11025****FC Partizan v. Ericksson Patrick  
Correia Andrade****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **9 April 2024:** player filed claim
- / **22 August 2024:** decision rendered
- / **31 October 2024:** decision notified

**Before the Court of Arbitration for  
Sport**

- / **20 November 2024:** club filed statement of appeal
- / **10 December 2024:** club withdrew appeal against FIFA
- / **14 December 2024:** club filed appeal brief
- / **18 February 2025:** player filed answer
- / **21 March 2025:** sole arbitrator appointed
- / **25 March 2025:** sole arbitrator decided to hold CMC
- / **28 March 2025:** player filed new evidence upon request
- / **28 March 2025:** club requested evidence production
- / **3 April 2025:** player filed new evidence upon request
- / **9 April 2025:** sole arbitrator held CMC
- / **11 April 2025:** sole arbitrator decided to hold in-person hearing
- / **15 April 2025:** club request partially granted
- / **17 April 2025:** player filed new evidence upon request
- / **19 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **17 June 2025:** sole arbitrator held hearing
- / **17 September 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 1 July 2022. The player terminated his employment contract on 20 June 2023, alleging just cause. The player signed an employment contract with an Azerbaijani club on 12 July 2023.

The player filed a claim before the FIFA DRC against the club for breach of contract on 9 April 2024, requesting unpaid salaries and compensation. 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 31 October 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 confirm the FIFA DRC decision.

## » CAS 2025/A/11025 FC Partizan v. Ericksson Patrick Correia Andrade

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA DRC 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 6,000 towards the legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that the compensation due in the event of termination of contract by a player with just cause shall be calculated with due consideration to the principle of mitigation. The injured party is under an obligation to take reasonable steps to limit the damages resulting from the early termination. As such, any compensation awarded shall be reduced by the amount the injured party has earned in case of signing of a new employment contract, through diligent efforts during the relevant period.

The sole arbitrator notes that the only additional mitigation established by the club concerns the player's contractually guaranteed housing and car allowances under the Azerbaijani club employment contract. As such, the corresponding amounts shall be deducted from the compensation owed by the club to the player.

The sole arbitrator decides that the compensation awarded by the FIFA DRC to the player should be reduced.

# CAS 2024/A/10425

## Lucca Camina Pereira v. Athletic Club Ajaccien

Reference number: [CAS 2024/A/10425](#)

Award date: 19 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> <b>Lucca Camina Pereira</b>	 Brazil/Spain	 <b>Club</b> <b>Athletic Club Ajaccien</b>	 France
<b>LEGAL TEAM</b> Jordão & Possidio Sociedade de Advogados in Salvador, Brazil <b>Milton Jordão</b>   Attorney-at-law		<b>LEGAL TEAM</b> Martin et Associés in Lyon, France <b>Olivier Martin</b>   Attorney-at-law <b>Charles Bringand</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b>		<b>Raphaëlle Favre Schnyder</b>   Attorney-at-law in Zurich, Switzerland	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

termination

### RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 14bis, 17  
 SCC; art. 8  
 SCO; arts. 102, 104, 337c  
 French Employment Code; arts. 606, 1243-1

### LANGUAGE

English

### KEYWORDS

breach of contract; compensation;  
 contractual validity; just cause

### CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2009/A/1909.
- » **Employment contract, pay date:** SFT 4A\_132/2016.

### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

#### Main issue n.1

**Did the club breach the player's employment contract?**  
 Yes, the club breached the player's employment contract.

#### Main issue n.2

**Did the club and the player conclude a second employment contract?**  
 No, the player failed to discharge his burden of proof regarding the conclusion of the second employment contract with the club.

**CAS 2024/A/10425**

Lucca Camina Pereira v. Athletic Club Ajaccien

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

- / **8 January 2024:** player filed claim
- / **20 September 2023:** decision rendered
- / **15 July 2024:** decision notified

**Before the Court of Arbitration for  
Sport**

- / **30 July 2024:** player filed statement of appeal
- / **30 July 2024:** player requested legal aid
- / **3 December 2024:** player filed appeal brief
- / **6 December 2024:** FIFA renounced intervention
- / **6 December 2024:** FIFA submitted case file
- / **19 December 2024:** club filed answer
- / **29 January 2025:** sole arbitrator appointed
- / **3 March 2025:** player filed reply upon request
- / **21 March 2025:** club filed rejoinder upon request
- / **17 April 2025:** sole arbitrator decided to hold hearing
- / **April-May 2025:** CAS Court Office forwarded order of procedure to the parties
- / **22 May 2025:** sole arbitrator held online hearing
- / **19 September 2025:** sole arbitrator issued award

**Background**

The parties signed an employment agreement on 13 September 2022, valid until 30 June 2023. The player traveled to Brazil in April 2023. On 6 June 2023, the club informed the player that the French MA did not homologate his employment contract. The club did not pay the player's salaries for May and June 2023.

The player filed a claim before the FIFA DRC against club for breach of contract on 8 January 2024, requesting unpaid salaries and compensation. The FIFA DRC rendered its decision on 20 September 2023, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 15 July 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 confirm the FIFA DRC decision.

## » CAS 2024/A/10425 Lucca Camina Pereira v. Athletic Club Ajaccien

### MAIN LEGAL FINDINGS

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

#### Main issue n. 1

The sole arbitrator reasons that it is the club's duty and responsibility to act in accordance with the employment contract with a player as soon as it is signed.

The sole arbitrator notes that the club failed to pay the player his salaries that were due in May and June 2023.

The sole arbitrator decides that the club breached the player's employment contract.

#### Main issue n. 2

The sole arbitrator reasons that the burden of proving the existence of an alleged fact rests on the person who derives rights from that fact.

The sole arbitrator notes that the player did not submit any evidence of the existence of a second contract other than a screenshot of the Brazilian MA system that is undated. Moreover, the player could not confirm where and when he signed the new employment contract with the club, nor by whom and for what reason. As such, the player has not evidenced that his employment contract has been replaced or extended by a second contract into with and because of his Spanish passport that the player acquired after signing his employment contract with the club.

The sole arbitrator decides that the player failed to discharge his burden of proof regarding the conclusion of the second employment contract with the club.

# CAS 2024/A/10777

## Pharco SC v. Moses Turay

Reference number: [CAS 2024/A/10777](#)

Award date: 19 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Pharco SC</b>	 Egypt	<b>Player</b> <b>Moses Turay</b>	 Sierra Leon
<b>LEGAL TEAM</b> Senn Ferrero Asociados in Madrid, Spain <b>Ignacio Triguero Gea</b>   Solicitor <b>Juan Alfonso Prieto Huang</b>   Solicitor		<b>LEGAL TEAM</b> <b>Feda Dupovac</b>   Attorney-at-law in Sarajevo, Bosnia-Herzegovina	
<b>SOLE ARBITRATOR</b>	<b>Jamie Herbert</b> Solicitor in London, United Kingdom	<b>AD HOC CLERK</b>	<b>Rebecca Patton</b> Solicitor in London, United Kingdom

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

termination

**RELEVANT RULES & REGULATIONS**

FIFA Procedural Rules governing the Football Tribunal; art. 13(5)  
 FIFA RSTP; arts. 14, 14bis, 17

**LANGUAGE**

English

**KEYWORDS**

breach of contract; compensation; forgery;  
 just cause

**CASE LAW CITED**

- » **Burden of proof, forgery:** CAS 2015/A/3904; CAS 2017/A/5092; CAS 2017/A/5266; CAS 2021/A/8292.
- » **Compensation, positive interest:** CAS 2020/A/7262.
- » **De novo review, scope:** CAS 2007/A/1396; CAS 2012/A/2875.
- » **Evidence, expert opinion:** CAS 2012/A/2957; CAS 2015/A/4177.
- » **Evidence, forgery:** CAS 2010/A/2193.
- » **Standard of proof, comfortable satisfaction:** CAS 2021/A/8344.
- » **Standard of proof, forgery:** CAS 2019/A/6179.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

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

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

**CAS 2024/A/10777**

Pharco SC v. Moses Turay

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

- / **25 January 2024:** player filed claim
- / **13 June 2024:** decision rendered
- / **15 July 2024:** decision notified

**Before the Court of Arbitration for  
Sport**

- / **5 August 2024:** club filed statement of appeal
- / **26 August 2024:** FIFA requested exclusion
- / **2 September 2024:** club accepted
- / **19 November 2024:** club filed appeal brief
- / **30 December 2024:** sole arbitrator appointed
- / **11 February 2025:** player filed answer
- / **2 April 2025:** sole arbitrator decided to hold hearing
- / **6 May 2025:** CAS Court Office forwarded order of procedure to the parties
- / **12 June 2025:** sole arbitrator held hybrid hearing
- / **19 September 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 25 July 2023. The parties dispute whether the club paid the player his September 2023 salary. The player left Egypt without authorization on 13 December 2023. The parties dispute whether the club tried to contact the player, inquiring the reason for the player's absence and travel to France. In addition, the parties dispute whether the player replied such inquiry from the club. The club sent letters to the Egyptian MA on 20 December 2023, requesting sanctions due to the player's behaviour. There is no evidence of any disciplinary proceedings against the player and the club stated that this is a standard procedure in Egypt due to legal and immigration bureaucracy.

The player's counsel sent a default notice to the club on 1 January 2024. The parties dispute whether the club received the email. The club reiterated its letter to the Egyptian MA on 15 January 2024 to the same consequences. The player's counsel sent a termination notice to the club on 17 January 2024. The parties dispute whether the club received the email.

The player signed an employment agreement with a Finnish club on 12 August 2024. In addition, the player signed an employment agreement with a Saudi club on 1 January 2025.

The player filed a claim before the FIFA DRC against the club for breach of contract on 25 January 2024, requesting the November and December unpaid salaries and compensation. The FIFA DRC rendered its decision on 13 June 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 15 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 confirm the FIFA DRC decision.

## » CAS 2024/A/10777 Pharco SC v. Moses Turay

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA DRC decision is amended; (c) the costs of the arbitration are borne equally by the parties; and (d) each party shall bear its own legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that a two monthly salaries default by a club grant just cause for a player to terminate an employment contract early. Moreover, the very purpose of a default notice is to inform the party allegedly in breach of the details of that breach to allow them an opportunity to remedy it before the contract is terminated. As such, it must be clear regarding the breach.

In addition, the sole arbitrator reasons that the party claiming forgery of a document has the burden of proving that such document is forged to the comfortable satisfaction of the arbitral tribunal. Moreover, an expert opinion must be soundly based on the facts and lead to a sound conclusion derived from those facts.

The sole arbitrator notes that the player's default notice was defective due to lack of clarity. In addition, the player did not discharge his burden of proving to the sole arbitrator's comfortable satisfaction that the September cash receipt is a forgery. Moreover, the club provided further evidence that it paid the September instalment to the player by producing supporting documents and the expert opinion regarding the authenticity of the September cash receipt.

The sole arbitrator decides that the player did not have just cause to terminate his employment contract.

# CAS 2024/A/11060

## X. v. Club Y.

Reference number: [CAS 2024/A/11060](#)

Award date: 19 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT	RESPONDENT
<p><b>Player</b> <b>X.</b></p>	<p><b>Club</b> <b>Club Y.</b></p>
<p><b>LEGAL TEAM</b> Mohamed Dhia Eddine Fekih   Attorney-at-law in Sousse, Tunisia</p>	<p><b>LEGAL TEAM</b> Essid Akram   Attorney-at-law in Sousse, Tunisia</p>
<p><b>SOLE ARBITRATOR</b>      Duygu Yaşar   Attorney-at-law in Istanbul, Türkiye</p>	

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

statute of limitations

**RELEVANT RULES & REGULATIONS**

CAS Code; arts. R31, R44, R56, R57

CEDH; art. 6

FIFA RSTP; art. 23

SCO; art. 128

**LANGUAGE**

English

**KEYWORDS**

time-barred

**CASE LAW CITED**» **Claim, time-barred:** CAS 2018/A/6045.» **Hearing, defaulting party:** CAS 2019/A/6463 & 6464.**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue****Is the player's claim time-barred?**

Yes, the player's claim is time-barred.

**CAS 2024/A/11060**

X. v. Club Y.

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

- / **30 June 2024:** player filed claim
- / **2 October 2024:** decision rendered
- / **15 November 2024:** decision notified

**Before the Court of Arbitration for  
Sport**

- / **6 December 2024:** player filed statement of appeal
- / **14 December 2024:** club filed comments
- / **10 February 2025:** player filed appeal brief
- / **21 February 2025:** player requested legal aid
- / **31 March 2025:** legal aid granted
- / **4 April 2025:** sole arbitrator appointed
- / **6 May 2025:** sole arbitrator decided to hold online hearing
- / **9 May 2025:** CAS Court Office forwarded order of procedure to the parties
- / **15 May 2025:** sole arbitrator held online hearing
- / **15 May 2025:** player filed submission
- / **19 September 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 30 August 2021. The player sent a default notice to the club on 4 January 2022. The player sent an email to the CAF Disciplinary Committee stating that the player had put the club in default, requesting it to investigate the matter and take appropriate measures against the club. CAF advised the player to submit his claim to the relevant competent authority on 8 August 2023.

The player filed a claim before the FIFA DRC against the club for breach of contract on 30 June 2024, requesting unpaid salaries. The FIFA DRC rendered its decision on 2 October 2024, accepting the player's claim. The FIFA DRC notified its decision's grounds on 15 November 2024.

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/11060 X. v. Club Y.

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is dismissed; (b) the FIFA DRC 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 sole arbitrator reasons that the FIFA RSTP art. 23(3) sets a strict two-year limit from the event giving rise to the dispute. As such, it does not provide for interruption or suspension of the time limit.

The sole arbitrator notes that the player's claims related to events before 30 June 2022. The player filed his claim before the FIFA DRC on 30 June 2024. As such, the player filed his claim outside the two-year period.

The sole arbitrator decides that the player's claim is time-barred.

**CAS 2024/A/10778**

Sport Club Corinthians Paulista v. Matías Nicolás Rojas Romero

**CAS 2024/A/10779**

Matías Nicolás Rojas Romero v. Sport Club Corinthians Paulista

Reference number: [CAS 2024/A/10778](#),  
[CAS 2024/A/10779](#)

Award date: 23 September 2025

Seat of arbitration: Lausanne, Switzerland



PARTY		PARTY	
 <b>Club</b> Sport Club Corinthians Paulista	 Brazil	<b>Player</b> Matías Nicolás Rojas Romero	 Paraguay
<b>LEGAL TEAM</b> Sergio Ventura Engelberg   Attorney-at-law in Brazil		<b>LEGAL TEAM</b> Rafael Queiroz Botelho   Attorney-at-law in Brazil	

PANEL	President.	Arbitrator.	Arbitrator.
	<b>Jordi López Batet</b> Attorney-at-law in Barcelona, Spain	<b>Prof. Dr. Martin Schimke</b> Attorney-at-law in Düsseldorf, Germany	<b>Vitor Butruce</b> Attorney-at-law in Rio de Janeiro, Brazil

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

termination

**RELEVANT RULES & REGULATIONS**FIFA RSTP; art. 14bis, 17  
SCO; arts. 102, 104**LANGUAGE**

English

**KEYWORDS**

breach of contract; compensation; just cause; liquidated damages; mitigation

**CASE LAW CITED**» **Burden of proof, allocation:** CAS 2018/A/6005.**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

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

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

**Main issue n.2****Should the compensation awarded to the player by the FIFA DRC be increased or reduced?**

The compensation awarded to the player by the FIFA DRC should be increased.

**CAS 2024/A/10778**Sport Club Corinthians Paulista v.  
Matías Nicolás Rojas Romero**CAS 2024/A/10779**Matías Nicolás Rojas Romero v.  
Sport Club Corinthians Paulista**Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **7 March 2024:** player filed claim
- / **27 June 2024:** decision rendered
- / **16 July 2024:** decision notified

**Before the Court of Arbitration for  
Sport**

- / **6 August 2024:** club filed statement of appeal
- / **6 August 2024:** player filed statement of appeal
- / **26 August 2024:** club filed appeal brief
- / **26 August 2024:** player filed appeal brief
- / **16 October 2024:** panel constituted
- / **20 October 2024:** club filed answer
- / **25 October 2024:** player filed answer
- / **4 December 2024:** panel decided to hold hearing
- / **15 January 2025:** club requested evidence production
- / **27 January 2025:** player filed comments
- / **31 January 2025:** player filed new evidence upon request
- / **February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **29 April 2025:** panel held in-person hearing
- / **23 September 2025:** panel issued award

## Background

The parties signed a preliminary agreement on 31 May 2023, followed by an image rights agreement on 2 July 2023 and an employment contract on 7 July 2023. The club failed to comply with some financial obligations regarding the player and the player sent default notices to the club. The parties concluded an agreement that provided, inter alia, for a payment schedule on 9 January 2024 to settle outstanding payments.

The club failed to comply with the second instalment of the payment schedule due on 10 February 2024. The player's counsel sent an email to the club on 21 February 2024. The player sent a follow-up message to the club's physician on 28 February 2024, excusing himself from a medical check-up. On the same date, the player sent a termination notice to the club based on the payment schedule agreement. The club paid the second instalment to the player on 6 March 2024. On the same date, the club sent an email to the player objecting to his termination notice.

The player filed a claim before the FIFA DRC against the club for breach of contract on 7 March 2024, requesting outstanding payments and compensation. The club made further payments to the player on 12 March 2024. The club paid the third instalment to the player on 14 March 2024, 4 days late. The player signed an employment agreement with an American club on 1 April 2024. The club filed a counterclaim before the FIFA DRC against the player and the American club for breach of contract, requesting compensation.

The FIFA DRC rendered its decision on 27 June 2024, partially accepting the player's claim and rejecting the club's claim. The FIFA DRC notified its decision's grounds on 16 July 2024. The player signed an employment agreement with an Argentinean club on 3 January 2025.

The club filed its appeal with CAS requesting that the panel set aside the FIFA DRC decision. The player filed his answer requesting that the panel amend the FIFA DRC decision, increasing his compensation due to the club's breach of contract.

## » CAS 2024/A/10778 Sport Club Corinthians Paulista v. Matías Nicolás Rojas Romero

### CAS 2024/A/10779 Matías Nicolás Rojas Romero v. Sport Club Corinthians Paulista

#### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is dismissed; (b) the appeal filed by the player is partially upheld; (c) the FIFA DRC decision is amended; (d) the costs of the appeal filed by the club are borne by it; (e) the costs of the appeal filed by the player are born 25% by the club and 75% by the player; and (f) 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 parties to a contract may provide reasons for early termination of an employment relationship in a contract.

The panel notes that the agreement that provided for the payment schedule allowed termination upon any payment default. The club failed to comply with the second instalment of the payment schedule.

The panel decides that the player had just cause to terminate his employment contract.

#### Main issue n.1

The panel reasons that parties to a contract may exclude one's duty to mitigate damages and agree to a liquidated damages clause for early termination of an employment contract.

The panel notes that the payment schedule agreement expressly excluded mitigation and the club agreed to pay the residual value as liquidated damages. In addition, the FIFA DRC decision regarding compensation did not consider the March 2024 salary in its calculation.

The panel decides that the compensation awarded to the player by the FIFA DRC should be increased.

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Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

**FIFA Football Tribunal**

# Players' Status Chamber

FIFA



# CAS 2024/A/10285

## Floriana Football Club v. Gianluca Atzori

Reference number: [CAS 2024/A/10285](#)

Award date: 24 February 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Floriana Football Club</b>	 Malta	<b>Coach</b> <b>Gianluca Atzori</b>	 Italy
<b>LEGAL TEAM</b> <b>Jacques Grima</b>   Club's secretary general in Floriana, Malta		<b>LEGAL TEAM</b> Loizos Hadjidemetriou & Associates L.L.C. in Nicosia, Cyprus <b>Loizos Hadjidemetriou</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b>		<b>Patrick Lafranchi</b>   Attorney-at-law in Bern, Switzerland	

**CATEGORY**

Employment

**ISSUES**

jurisdiction; settlement agreement; termination

**RELEVANT RULES & REGULATIONS**

CAS Code; arts. R41, R52  
 FIFA Procedural Rules governing the Football Tribunal; art. 13(5)  
 FIFA RSTP; arts. 14, 17, 21, 22  
 FIFA RSTP, annexe 2; arts. 2(b), 4, 5, 6  
 Maltese MA Statutes; art. 63  
 PILA; arts. 25, 186  
 SCO; art. 82

**LANGUAGE**

English

**KEYWORDS**

compensation; contractual performance; just cause; lack of jurisdiction; validity

**CASE LAW CITED**

- » **Jurisdiction, choice of forum:** CAS 2020/A/7144.
- » **Principles, *exceptio non adimpleti contractus*:** CAS 2021/A/7878 & 7916.
- » **Principles, *venire contra factum proprium*:** CAS 2008/O/1455.
- » **Termination, just cause:** CAS 2006/A/1180; CAS 2017/A/5312; CAS 2019/A/6171; CAS 2020/A/6727.

**ORIGIN**

FIFA Football Tribunal Players' Status Chamber, appeal

**Preliminary issue****Does the FIFA PSC have jurisdiction to hear the appeal?**

Yes, the FIFA PSC has jurisdiction to hear the appeal.

**Main issue****Did the coach have just cause to terminate his employment contract?**

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

**CAS 2024/A/10285**Floriana Football Club v.  
Gianluca Atzori**Before the FIFA Football Tribunal  
Players' Status Chamber**

- / **4 June 2023:** coach filed claim
- / **6 November 2023:** decision rendered
- / **14 December 2023:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **4 January 2024:** club filed statement of appeal
- / **12 January 2024:** club filed appeal brief
- / **22 January 2024:** FIFA renounced intervention
- / **2 April 2024:** coach filed answer
- / **2 April 2024:** sole arbitrator appointed
- / **26 April 2024:** sole arbitrator decided not to hold hearing
- / **13 May 2024:** FIFA submitted file
- / **16 May 2024:** CAS Court Office forwarded order of procedure to the parties
- / **24 February 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 12 June 2021 and two bonus agreements on 1 April 2022. The parties signed a new employment agreement on 11 August 2022. The coach issued a default notice on 21 April 2023 for unpaid salaries and bonuses. During that date and 27 April 2023, the parties disagreed on scheduling club meetings. The club's vice-president discussed a settlement agreement with the coach via WhatsApp on 28 April 2023, which continued until 3 May 2023.

On 6 May 2023, the 15-day deadline for the club to comply with the coach's default notice expired. On 7 May 2023, the club replied to the coach's email dated 27 April 2023 and scheduled an in-person club meeting. On 8 May 2023, the club's vice president and the coach resume the settlement agreement discussions.

On 9 May 2023, the club's secretary general requested the club's disciplinary board to open disciplinary proceedings against the coach, seeking to terminate his employment contract. On the same date, the club's disciplinary board reached out to the coach, inviting him to a meeting. Yet on the same date, the coach sent a termination notice to the club.

On 15 May 2023, the club filed a claim before the Maltese MA NDRC against the coach for breach of contract. On 16 May 2023, the Maltese MA NDRC's secretary informed the coach of the proceedings and invited the coach on 19 May 2023 to attend a meeting to be held on 5 June 2023 in the Maltese MA premises.

The coach filed a claim before the FIFA PSC against the club for unpaid remuneration and breach of contract on 4 June 2023. The coach's counsel informed the Maltese MA NDRC's secretary that he would not attend the meeting and that he had filed a claim before the FIFA PSC. On the same date, the Maltese MA NDRC rendered its decision, declaring jurisdiction over the dispute. The FIFA PSC rendered its decision on 6 November 2023, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 14 December 2023.

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 confirm the FIFA PSC decision.

## » CAS 2024/A/10285 Floriana Football Club v. Gianluca Atzori

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA PSC 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 4,000 towards the legal fees and other expenses.

#### Preliminary issue

The sole arbitrator reasons that FIFA is not a necessary party in cases where it merely acts as the legal body rendering the first-instance decision. In addition, the FIFA PSC is competent to adjudicate and decide on employment-related disputes of an international dimension between a club and a coach. However, it is possible for the parties to an employment relationship to opt-out from the FIFA PSC jurisdiction.

In addition, the sole arbitrator reasons that the parties to an employment relationship must explicitly opt in writing for disputes to be decided by an independent arbitration tribunal. Such tribunal must be established at the national level within the framework of the MA and/or collective bargaining agreement.

Moreover, the sole arbitrator reasons that the tribunal established at the domestic level must guarantee fair proceedings and respect the principle of equal representation. It is the party claiming compliance of the relevant national body's burden to prove that it meets such requirements.

Furthermore, the sole arbitrator reasons that an arbitral tribunal must consider *ex officio* whether a decision can be recognized in Switzerland as *res judicata* applies if it is considered enforceable. As such, a foreign decision is recognized in Switzerland if the authority that rendered the decision had jurisdiction to hear the dispute.

The sole arbitrator notes that the FIFA PSC single judge acted as a first-instance dispute resolution body in a purely horizontal dispute between the coach and the club. FIFA itself had no interest in the outcome of the dispute. Furthermore, FIFA renounced its right to intervene in these proceedings. As such, the sole arbitrator can decide on the FIFA PSC jurisdiction without FIFA being summoned as a respondent.

In addition, the sole arbitrator notes that the reference to the Maltese MA is insufficiently clear to qualify as an explicit opt-out as it only refers to the competent board of the Maltese MA. Moreover, the club did not provide any evidence that the Maltese MA NDRC respects the principle of equal representation of coaches and clubs in its formation. Furthermore, the Maltese MA NDRC decision declaring jurisdiction is not enforceable in Switzerland as it incorrectly accepted jurisdiction.

The sole arbitrator decides that the FIFA PSC had jurisdiction to hear the appeal.

## » CAS 2024/A/10285 Floriana Football Club v. Gianluca Atzori

### Main issue

The sole arbitrator reasons that an employment contract which has been concluded for a fixed term may be terminated prior to expiry of its term if there are valid reasons or if the parties mutually agree to its early termination. A valid reason entails any circumstances under which the terminating party cannot be expected to continue the employment relationship in good faith. The assessment of just cause relies on the overall circumstances of the case.

In addition, the sole arbitrator reasons that relevance is attached to the nature of the breach and that breach must affect the essential conditions of the employment relationship. As such, it may be deemed to be a case for applying the *clausula rebus sic stantibus*.

Moreover, the sole arbitrator reasons that the principle of *exemptio non adimpleti contractus* entails that a party to a bilateral contract cannot request the fulfilment of the other party's contractual obligations until such party has discharged its own obligations or offered to do so. An exception arises if the terms or nature of the contract allows the party to discharge its own obligations later.

The sole arbitrator notes that the coach followed proper substantive and procedural requirements when putting the club in default prior to considering the employment contract terminated due to just cause. Particularly, the coach put the club in default for at least two monthly salaries and granted a 15-day deadline for the club to comply with its financial obligations. Moreover, the club could only demand the coach to report himself to the premises of the club after having complied with its payment obligations.

The sole arbitrator decides that the coach had just cause to terminate his employment contract.

# CAS 2023/A/9808

## Futebol Clube do Porto v. Club Deportivo Popular Junior FC

Reference number: [CAS 2023/A/9808](#)

Award date: 7 June 2024

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Futebol Clube do Porto-Futebol, SAD	 Portugal	 <b>Club</b> Club Deportivo Popular Junior FC	 Colombia
<b>LEGAL TEAM</b> Kellerhals Carrard in Lausanne, Switzerland <b>David Casserly</b>   Attorney-at-law <b>Anton Sotir</b>   Attorney-at-law		<b>LEGAL TEAM</b> MS International Law in Pfäffikon, Switzerland <b>Melanie Scharer</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b>		Stephen Sampson   Solicitor in London, United Kingdom	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

transfer

### RELEVANT RULES & REGULATIONS

CAS Code; art. R57  
PILA; art. 182  
SCC; art. 8

### LANGUAGE

English

### KEYWORDS

contractual interpretation; sell-on

### CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2020/A/6796.
- » **Contractual interpretation, parties' intention:** CAS 2017/A/5172.
- » **De novo review, costs:** CAS 2013/A/3054; CAS 2016/A/4387; CAS 2020/A/6992.
- » **Evidence, admissibility:** CAS 2015/A/3923.

### ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

#### Preliminary issue

**Is the evidence filed by Porto be admitted?**

Yes, the evidence filed by Porto is admitted as there is no abusive conduct or unfairness in their submission.

#### Main issue

**Is the intermediary fee deductible from the sell-on fee under the parties' agreement? Yes, the intermediary fee is deductible under the loan and the supplementary agreements.**

**CAS 2023/A/9808****Futebol Clube do Porto v.  
Club Deportivo Popular Junior FC****Before the FIFA Football Tribunal  
Players' Status Chamber**

- / **10 November 2022:** respondent filed claim
- / **25 April 2023:** decision rendered
- / **23 June 2023:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **14 July 2023:** Porto filed statement of appeal
- / **17 July 2023:** FIFA requested exclusion
- / **19 July 2023:** Junior requested mediation
- / **21 July 2023:** Porto agreed to mediation
- / **31 July 2023:** Porto conditionally agreed to exclusion
- / **7 August 2023:** FIFA filed comments
- / **9 August 2023:** proceedings suspended for mediation
- / **30 August 2023:** Porto requested proceedings resume
- / **31 August 2023:** suspension lifted
- / **15 September 2023:** Porto filed appeal brief
- / **6 November 2023:** Junior filed answer
- / **11 November 2023:** sole arbitrator appointed
- / **25 January 2024:** CAS Court Office forwarded order of procedure to the parties
- / **7 February 2024:** sole arbitrator held online hearing
- / **7 June 2024:** sole arbitrator issued award

## Background

The parties and a Colombian player signed a loan agreement on 1 July 2019. The loan agreement included an option for the definitive transfer of the player that provided for a sell-on clause that entitled Junior to 20% of any future transfer fee, subject to deductions for, inter alia, intermediary fees.

On 18 September 2019, Porto exercised the option. On 5 October 2019, the parties and the Colombian player signed a supplementary agreement that included a reference to the sell-on provision in the loan agreement.

On 26 January 2022, Porto and an intermediary entered into an agreement for the player's transfer to an English club. Around 31 January 2022, Porto transferred the player to an English club for a fixed fee paid in instalments. On 8 and 11 February 2022, Junior requested the financial terms of the transfer to Porto. In addition, Junior advised that it seeks a claim against Porto in case of lack of payment.

On 22 February 2022, Junior filed a claim before the FIFA PSC against Porto for unpaid sell-on fee. On 5 April 2022, the FIFA PSC rendered its decision, partially accepting Junior's claim. Junior did not request the decision's grounds.

Following the payment by the English club to Porto of the third instalment of the transfer fee on 30 September 2022, Porto paid the amount it considered due to Junior. On 10 October 2022, Junior confirmed receipt and demanded payment of the difference it believed Porto owed according to the sell-on clause.

Junior filed a claim before the FIFA PSC against Porto on 10 November 2022, seeking the difference it believed that Porto owed it due to the sell-on clause. The FIFA PSC rendered its decision on 25 April 2023, partially accepting Junior's claim. The FIFA PSC notified its decision's grounds on 23 June 2023.

Porto filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. Junior filed its answer requesting that the sole arbitrator confirm the FIFA PSC decision.

## » CAS 2023/A/9808 Futebol Clube do Porto v. Club Deportivo Popular Junior FC

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA PSC decision is amended; (c) the costs of the arbitration are borne 90% by Junior and 10% by Porto; and (d) the Junior shall pay Porto a contribution in the amount of CHF 6,000 towards the legal fees and other expenses.

#### Preliminary issue

The sole arbitrator reasons that an arbitral tribunal may examine the facts and law with the full power of review and analyze all the factual and legal arguments of the parties as well as all the documents that were produced before the first instance body. However, the scope of the *de novo* power is limited.

Moreover, the sole arbitrator reasons that an arbitral tribunal must account for the following limitations to its *de novo* power under the CAS Code: (i) it must respect final and binding decisions; (ii) must not disregard a decision without examining its grounds; (iii) must respect the proper regulations; (iv) must respect the principle of *ne ultra petita*; and (v) must respect the principle of equal treatment of the parties.

In addition, the sole arbitrator reasons that an arbitral tribunal before CAS has discretion to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered. As such, an arbitral tribunal should avoid evidence submitted in an abusive way and/or evidence retained by parties in bad faith to bring it for the first time before CAS.

The sole arbitrator notes that Junior requested some evidence filed by Porto in its answer to be deemed inadmissible. In short, Junior alleges that Porto had such evidence available to it at the time of the second FIFA PSC proceedings and could have easily produced them.

However, the sole arbitrator notes that it would be impractical to exclude evidence that is object to further evidence production during the hearing. In addition, there has been no previous failure to produce it, and there has not been unacceptable conduct by Porto. Furthermore, it would not be unfair or inappropriate to introduce this new evidence.

#### Main issue

The sole arbitrator reasons that a party wishing to prevail on a disputed issue must discharge its burden of proof.

The sole arbitrator notes that both the loan and supplementary agreements provided for deductions to the sell-on fee, including intermediary fees up to 10%. Moreover, Porto engaged the intermediary who contributed to the transfer of the player to the English club. As such, it satisfies the contractual condition that allows for the deduction of the intermediary fee from the sell-on fee.

The sole arbitrator decides that the intermediary fee is deductible from the sell-on fee under the loan and the supplementary agreements.

# CAS 2024/A/10776

## Jeunesse Sportive de Kabylie v. Rui Miguel Garcia Lopes de Almeida

Reference number: [CAS 2024/A/10776](#)

Award date: 16 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Jeunesse Sportive de Kabylie	 Algeria	<b>Coach</b> Rui Miguel Garcia Lopes de Almeida	 Portugal
<b>LEGAL TEAM</b> Gonçalo Almeida   Attorney-at-law in Portugal André Duarte Costa   Attorney-at-law in Portugal António de Carvalho Vicente   Attorney-at-law in Portugal		<b>LEGAL TEAM</b> Pedro Macieirinha   Attorney-at-law in Portugal	
<b>PANEL</b>	<b>President.</b> Olivier Carrard Attorney-at-law in Geneva, Switzerland	<b>Arbitrator.</b> Ulrich Haas Professor in Zurich, Switzerland, attorney-at-law in Hamburg, Germany	<b>Arbitrator.</b> Efraim Barak Attorney-at-law in Tel Aviv, Israel

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

jurisdiction; NDRC; *res judicata*;  
termination

### RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. Mar.2023; arts. 17 & 22  
FIFA RSTP, annexe 2, ed. Mar.2023; arts. 3,  
4 & 6  
SCO; art. 39

### LANGUAGE

English

### KEYWORDS

breach of contract; compensation; just  
cause; minimum standards; mitigation

### CASE LAW CITED

- » **Compensation, duty to mitigate:** CAS 2022/A/9004; CAS 2024/A/10519.
- » **Compensation, positive interest:** CAS 2005/A/801; CAS 2012/A/2698; CAS 2020/A/7011.
- » **Compensation, proportionality requirement:** CAS 2020/A/7011.
- » **Compensation, reciprocity requirement:** ACAS 2015/A/4124.
- » **Jurisdiction, choice of forum:** CAS 2014/A/3579.
- » **NDRC, Algerian MA:** CAS 2020/A/7224.
- » **Res judicata, association:** SFT 4A\_486/2022.

### ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

#### Preliminary issue n.1

**Does the Algerian MA NDRC decision have *res judicata* effect?**No, the Algerian MA NDRC decision does not have *res judicata* effect.

#### Preliminary issue n.2

**Is the FIFA PSC bound by the Algerian MA NDRC decision?**

No, the FIFA PSC is not bound by the Algerian MA NDRC decision.

#### Supporting issue

**Does the Algerian MA NDRC meet the minimum requirements under the FIFA Circular no 1010 of 20 December 2005?**

No, the Algerian MA NDRC does not meet standards of parity and independence.

#### Main issue

**Is the coach entitled to compensation?**

Yes, the coach is entitled to mitigated compensation.

#### Supporting issue

**Did the club have just cause to terminate the coach's employment contract early?**

No, the club did not have just cause.

**CAS 2024/A/10776**Jeunesse Sportive de Kabylie  
v. Rui Miguel Garcia Lopes de  
Almeida**Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **6 February 2024:** coach filed claim
- / **8 April 2024:** club filed response
- / **8 April 2024:** club filed counterclaim
- / **29 April 2024:** coach filed rejoinder
- / **8 May 2024:** coach filed submission
- / **15 July 2024:** decision rendered

**Before the Court of Arbitration for  
Sport**

- / **6 August 2024:** club filed statement of appeal
- / **16 September 2024:** club filed appeal brief
- / **7 October 2024:** coach filed answer
- / **29 October 2024:** panel constituted
- / **4 December 2024:** panel decided to hold in-person hearing
- / **16 December 2024:** club filed submission upon request
- / **16 December 2024:** coach filed submission upon request
- / **16 December 2024:** coach filed evidence upon request
- / **29 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **30 January 2025:** club filed submission
- / **30 January 2025:** club filed new evidence
- / **5 February 2025:** coach filed new evidence
- / **13 February 2025:** panel held in-person hearing
- / **16 July 2025:** panel issued award

## Background

The parties signed an employment agreement on 13 October 2023. The club sent a termination letter to the coach on 24 January 2024. The club removed the coach from the club's WhatsApp groups on 25 January 2024. The coach's legal representative replied to the club's letter on 26 January 2024, requesting outstanding remuneration and compensation. On the same day, the club replied and stated that the club did not terminate the coach's employment contract via its letter dated 24 January 2024. The club further stated that the purpose of the letter was to consider entering negotiations to settle a mutual and amicable termination. In addition, the club stated that the relations between the club and the coach remained fully valid and that the club expected the coach to fulfil his duties. The coach disputed the club's allegations on 27 January 2024 and stated that the termination letter was clear and reiterated his requests.

The club filed a claim before the Algerian MA NDRC against the coach on 28 January 2024, requesting compensation. The coach filed a response and a counterclaim on 31 January 2024, alleging that the FIFA PSC has exclusive jurisdiction over the dispute.

The coach filed a claim before the FIFA PSC against the club for breach of contract on 6 February 2024, requesting compensation. The Algerian MA NDRC rendered its decision on 8 February 2024, partially accepting the coach's claim. The coach sent his bank details to the club on 1 March 2024 for it to comply with the Algerian MA NDRC decision.

The coach wrote an email to the Algerian MA on 21 March 2024 attaching his appeal before the Algerian Sports Dispute Resolution Tribunal against the Algerian MA NDRC decision. The club filed its response to the coach's claim before the FIFA PSC on 8 April 2024, alleging that the Algerian MA NDRC meets the NDRC minimum standards and that its decision has *res judicata* effect. In addition, the club filed a counterclaim against the coach in the FIFA PSC proceedings, requesting the residual value of the contract as well as a fine due to the coach's absence during an official match.

On 12 April 2024, the coach reached out to the TARLS via the Algerian MA to find out about the status of his appeal and did not receive a response. The coach contacted the TARLS again via the Algerian MA on 24 April 2024 to no avail. The coach filed a rejoinder in the FIFA PSC proceedings on 29 April 2024.

The club filed an unrequested submission in the FIFA PSC proceedings on 8 May 2024, relating to the appeal before the TARLS. The coach further contacted the TARLS via the Algerian MA in May. The FIFA PSC [editor's note: original award states DRC in some para. instead of PSC] rendered its decision on 15 July 2024, partially accepting the coach's claim. The coach contacted the TARLS via the Algerian MA in August and December 2024 with no response given.

The club filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision, objecting to the FIFA PSC jurisdiction. The coach filed his answer requesting that the panel confirm the FIFA PSC decision, alleging that the Algerian MA NDRC did not fulfil the NDRC minimum standards and that its decision does not have *res judicata* effect.

## » CAS 2024/A/10776 Jeunesse Sportive de Kabylie v. Rui Miguel Garcia Lopes de Almeida

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA PSC decision is amended; (c) the costs of the arbitration are borne 80% by the club and 20% by the coach; and (d) the club shall pay the coach a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

#### Preliminary issue n. 1

The panel reasons that the SFT limits the effects of a foreign decision to the effects that it would have had it been rendered by a Swiss court. Swiss law does not accord *res judicata* effect to decisions of association's tribunals as not considered to be judicial decisions or arbitral awards.

The panel notes that the Algerian MA NDRC is the national dispute resolution chamber of the Algerian Member association. As such, the Algerian MA NDRC is the Algerian MA's tribunal.

The panel decides that the Algerian MA NDRC decision does not have *res judicata* effect.

#### Preliminary issue n. 2

The panel reasons that contractual provisions that include a jurisdiction clause that establish different fora can be construed either: (i) cumulatively; or (ii) alternatively. Moreover, the FIFA PSC will not have jurisdiction when: (i) the parties agreed to an explicit, exclusive and written arbitration clause in favor of another jurisdiction; and (ii) if applicable, the member association body chosen by the parties is independent and satisfies the minimum procedural conditions set forth by FIFA.

The panel notes that both parties treat the jurisdiction clause as providing alternative fora. Moreover, the Algerian MA NDRC does not meet the minimum standards of parity and independence. Furthermore, the coach challenged the jurisdiction of the Algerian MA NDRC. In addition, the club failed to comply with the Algerian MA NDRC. It is noteworthy that the club did not file an appeal before the TARLS, filed a counterclaim before the FIFA PSC and appealed the FIFA PSC decision before CAS.

The panel decides that FIFA DRC has jurisdiction to hear the dispute and that the FIFA PSC is not bound by the Algerian MA NDRC decision.

#### Supporting issue

The panel reasons that a member association's national dispute resolution chamber compliance with the procedural requirements of the FIFA NDRC SR must be assessed in abstract by looking at the rules of procedure applicable before the MA NDRC. Particularly, an independent arbitral tribunal set up at national level must fulfil the minimum standards per FIFA Circular no. 1010 of 20 December 2005. As such, it must be an independent body guaranteeing fair proceedings as well as equal representation of players and clubs.

## » CAS 2024/A/10776 Jeunesse Sportive de Kabylie v. Rui Miguel Garcia Lopes de Almeida

The panel notes that the member of the Algerian MA NDRC are not appointed democratically by all stakeholders of Algerian football. In addition, it appears that the guarantee of fair proceedings is not respected as clubs and coaches do not have an equal say in the appointment of the member of the Algerian MA NDRC.

The panel decides that the Algerian MA NDRC does not meet standards of parity and independence under the FIFA Circular no 1010 of 20 December 2005.

### Main issue

The panel reasons that a party that terminates an employment contract without just cause must compensate the other party. The compensation aims to restore the harmed party to the position in which would have been had the contract been properly fulfilled under the principle of positive interest. However, the compensation amount must not lead to the injured party gaining over and above the harm sustained.

The panel further reasons that a clause that determines a set amount of compensation payable in the event of a unilateral termination without just cause must abide by the principles of reciprocity, proportionality and contractual stability to be valid. The amount of compensation for termination of contract without just cause equals to the residual value of the employment contract in absence of a valid liquidated damages clause.

In addition, the panel reasons that it has *de novo* power to include contracts signed by a party until the final decision in its assessment of mitigated compensation. As such, the value of the new contract shall be deducted from the residual value of the contract that was terminated early.

The panel notes that: (i) the club did not have just cause to terminate the coach's employment contract early; and (ii) the coach signed an employment agreement with a Saudi club and a Moroccan club. Moreover, the compensation clause provided in the coach's employment contract is invalid. As such, the amount of compensation is equal to the residual value of the coach's employment contract minus the coach's remuneration for his time at the Saudi club and the coach's total remuneration for his time at the Moroccan club.

The panel decides that the coach is entitled to mitigated compensation.

### Supporting issue

The panel reasons that a party may only terminate a contract upon its expiration or by mutual agreement. However, a party may terminate a contract without payment of compensation by just cause. A party has just cause for a unilateral contractual termination when the contractual breach is sufficiently serious as to render it unreasonable to expect the employment relationship between the parties to continue and as a last resort.

The panel notes that the club did not mention any reason for the coach's employment contract termination in its letter dated 24 January 2024. Furthermore, the club did not challenge the Algerian MA decision and, implicitly, recognized that it had terminated the coach's employment contract without just cause. The club further recognized, implicitly, that it had terminated the coach's employment contract without just cause during the hearing held on 13 February 2025.

The panel decides that the club did not have just cause to terminate the coach's employment contract early.

# TAS 2025/A/11122

## Sport Club Corinthians Paulista v. Santos Laguna

Reference number: [TAS 2025/A/11122](#)

Award date: 28 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>SC Corinthians Paulista</b>	 Brazil	 <b>Club</b> <b>Santos Laguna</b>	 Mexico
<b>LEGAL TEAM</b> Sergio Ventura Engelberg   Counsel in Brazil		<b>LEGAL TEAM</b> Javier Ferrero Muñoz   Attorney-at-law in Spain Luis Eduardo Torres-Septién Warren   Attorney-at-law in Mexico José María Zayas Prado   Attorney-at-law in Mexico	
<b>PANEL</b>	<b>President.</b> <b>Gonzalo Bossart</b> Attorney-at-law in Santiago, Chile	<b>Arbitrator.</b> <b>Marta Vieira da Cruz</b> Attorney-at-law in Lisbon, Portugal	<b>Arbitrator.</b> <b>Agustin Fattal Jaef</b> Attorney-at-law in Rosario, Argentina

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

transfer agreement

**RELEVANT RULES & REGULATIONS**

SCO; art. 19

**LANGUAGE**

English

**KEYWORDS**

acceleration clause; breach of contract

**CASE LAW CITED**

» **Transfer agreement, acceleration clause:** CAS 2020/A/7305; 2021/A/7673 & 7699.

**ORIGIN**

FIFA Football Tribunal Players' Status Chamber, appeal

**Main issue**

**Is the acceleration clause provided in the transfer agreement between the clubs valid?**  
 Yes, the acceleration clause that the clubs agreed to and included in the transfer agreement is valid.

**TAS 2025/A/11122****Sport Club Corinthians Paulista v.  
Santos Laguna****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **15 July 2024:** Santos Laguna filed claim
- / **29 October 2024:** decision rendered
- / **17 December 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **7 January 2025:** Corinthians filed statement of appeal
- / **17 January 2025:** Corinthians filed appeal brief
- / **7 February 2025:** Santos Laguna filed answer
- / **11 March 2025:** panel constituted
- / **1 April 2025:** panel decided to hold online hearing
- / **15 April 2025:** CAS Court Office forwarded order of procedure to the parties
- / **7 May 2025:** panel held online hearing
- / **28 July 2025:** panel issued award

## Background

The parties signed a transfer agreement on 8 January 2024 for a Santos Laguna's player to transfer to Corinthians. Santos Laguna sent default notices to Corinthians on 5 and 24 June 2024 as Corinthians failed to comply with its financial obligations under the transfer agreement.

Santos Laguna filed a claim before the FIFA PSC against Corinthians for breach of contract on 15 July 2025, requesting payment based on an acceleration clause included in the transfer agreement. The FIFA PSC rendered its decision on 29 October 2024, partially accepting Santos Laguna's claim. The FIFA PSC notified its decision's grounds on 17 December 2024.

Corinthians filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. Santos Laguna filed its answer requesting that the panel confirm the FIFA PSC decision.

## » TAS 2025/A/11122 Sport Club Corinthians Paulista v. Santos Laguna

### MAIN LEGAL FINDINGS

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

#### Main issue

The panel reasons that acceleration clauses constitute a contractual agreement that allows the creditor to enforce today what would be enforceable if the debtor had complied with the contractual obligations in a timely manner. As such, it merely sets another payment calendar.

The panel further reasons that this mechanism is established to discourage potential defaults by the debtor and to act as a sort of guarantee or safeguard for the creditor against any loss of confidence on the debtor's ability to pay. As such, it differs from a penalty clause and can hardly be considered abusive in nature.

Moreover, the panel reasons that an acceleration clause may have immediate enforceability by its trigger or may be further conditioned and considered as optional. In addition, such clauses are common in the world of football, particularly regarding transfer contracts that involve payment in instalments.

The panel notes that the acceleration clause provided by the transfer agreement establishes the consequences of non-compliance and alters the payment methods originally provided to a single instalment. Moreover, the clause is in line with the applicable laws and regulations.

The panel decides that the acceleration clause that the clubs agreed to and included in the transfer agreement is valid.

**CAS 2025/A/11299****Iraqi Football Association v.  
Javier Sanchis Benavent**Reference number: [CAS 2025/A/11299](#)

Award date: 11 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Member association</b> <b>Iraqi Football Association</b>	 Iraq	<b>Coach</b> <b>Javier Sanchis Benavent</b>	 Spain
<b>LEGAL TEAM</b> <b>Adnan Darjal Motar</b>   IFA's president in Baghdad, Iraq		<b>LEGAL TEAM</b> <b>Josep Vandellos Alamilla</b>   Attorney-at-law in Valencia, Spain	
<b>SOLE ARBITRATOR</b> Espen Auberg   Attorney-at-law in Oslo, Norway			

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

termination

**RELEVANT RULES & REGULATIONS**FIFA RSTP, annexe 2; art. 6(2)  
SCO; arts. 8, 73**LANGUAGE**

English

**KEYWORDS**

breach of contract; compensation; just cause

**CASE LAW CITED**

- » **Burden of proof, allocation:** CAS 2020/A/6796.
- » **Freedom of contract, potestative clause:** CAS 2016/A/4852; CAS 2022/A/9165.

**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 not have just cause to terminate the coach's employment contract.

**Main issue n. 2****Is the liquidated damages clause included in the coach's employment contract valid?**

No, the liquidated damages clause included in the coach's employment contract is void.

**CAS 2025/A/11299****Iraqi Football Association v.  
Javier Sanchis Benavent****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **13 November 2024:** coach filed claim
- / **28 January 2025:** decision rendered
- / **10 March 2025:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **29 March 2025:** member association filed statement of appeal
- / **18 May 2025:** member association filed appeal brief
- / **5 June 2025:** coach filed answer
- / **5 June 2025:** sole arbitrator appointed
- / **11 June 2025:** sole arbitrator decided not to hold hearing
- / **11 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **11 August 2025:** sole arbitrator issued award

## Background

On 5 November 2022, the parties signed an employment agreement, which included a termination clause allowing a conditional termination without just cause. On 16 September 2024, the coach sent a message to the member association's president, stating that he had been removed from his duties without explanation and that he did not receive his remuneration. On 26 September 2024, the coach sent a follow-up message to the member association's president. On 1 October 2024, the member association terminated the coach's employment contract citing as per the termination clause. On 6 October 2024, the coach sent a default letter to the member association. On 15 October 2024, the member association sent a letter to the coach reiterating its position.

The coach filed a claim before the FIFA PSC against the member association for breach of contract on 13 November 2024, requesting outstanding remuneration and compensation. The FIFA PSC rendered its decision on 28 January 2025, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 10 March 2025.

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 confirm the FIFA PSC decision.

## » CAS 2025/A/11299 Iraqi Football Association v. Javier Sanchis Benavent

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the member association is dismissed; (b) the FIFA PSC 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 3,000 towards the legal fees and other expenses.

#### Main issue n. 1

The sole arbitrator reasons that a conditional termination clause is a termination clause in which the party who wishes to terminate a contract early must meet pre-determined conditions.

The sole arbitrator notes that the coach's employment contract includes a clause that stipulates that the member association may terminate the coach's employment contract without just cause given that two cumulative conditions are met: (i) the member association must exercise its option during September or October of each year; and (ii) the member association must notify the coach in advance through a 30-day notice. The member association sent its termination letter on 1 October 2024. However, the member association did not notify the coach properly.

The sole arbitrator decides that the member association did not have just cause to terminate the coach's employment contract.

#### Main issue n. 2

The sole arbitrator reasons that parties to a contract may agree on terms that regulate the parties' rights and obligations if the contract is unilaterally terminated by a party without just cause. As such, compensation for breach of contract may be provided for in the contract as a liquidated damages clause under the parties' autonomy.

However, the sole arbitrator reasons that the principle of contractual freedom and stability is not absolute. As such, liquidated damages clauses may be incompatible with the general principles of contractual stability and considered void if the reciprocal obligations it sets forth disproportionately favor one of the parties and gives it undue control over the other party.

The sole arbitrator notes that the coach's employment contract includes a compensation clause for breach of contract. Specifically, it states that the member association must pay the coach's remuneration owed to the coach until 4 November of the same year that it unilaterally terminated the employment contract. As such, 4 November 2024 – a total of one month and four days.

Moreover, the sole arbitrator notes that the employment contract does not contain a similar provision limiting the coach's liability if the unilaterally terminated his employment contract without just cause.

The sole arbitrator decides that the liquidated damages clause is void as it is unilateral and potestative for the benefit of the member association only.

# CAS 2024/A/10637

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

Reference number: [CAS 2024/A/10637](#)

Award date: 27 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club <b>SK Slavia Praha a.s.</b>	 Czech Republic	 Club <b>36 Lion Football Club</b>	 Nigeria
<b>LEGAL TEAM</b> <b>Martin Riha</b>   Club's CEO and vice-chairman of the board in Prague, Czech Republic		<b>LEGAL TEAM</b> <b>Pedro Macieirinha</b>   Attorney-at-law in Vila Real, Portugal	
<b>SOLE ARBITRATOR</b>		Eligiusz Krzesniak   Attorney-at-law in Warsaw, Poland	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

economic rights; parallel proceedings; transfer

### RELEVANT RULES & REGULATIONS

None

### LANGUAGE

English

### KEYWORDS

sell-on; *ratio decidendi*

### CASE LAW CITED

- » **Sell-on, calculation:** CAS 2005/A/896; CAS 2010/A/2098; CAS 2016/A/4379.
- » **Sell-on, deduction:** CAS 2005/A/896.



### ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

### Main issue

**Is Lion FC entitled to its sell-on fee?**

Yes, Lion FC is entitled to its sell-on fee.

**CAS 2024/A/10637****SK Slavia Praha a.s. v.  
36 Lion Football Club****Before the FIFA Football Tribunal  
Players' Status Chamber**

- / **15 March 2024:** Lion FC filed claim
- / **23 April 2024:** decision rendered
- / **10 May 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **30 May 2024:** Slavia Praha filed statement of appeal
- / **30 May 2024:** Slavia Praha requested consolidation with CAS 2023/A/10202
- / **5 June 2024:** Lion FC objected consolidation
- / **10 June 2024:** Slavia Praha filed appeal brief
- / **13 June 2024:** FIFA renounced intervention
- / **9 July 2024:** sole arbitrator appointed
- / **16 July 2024:** Lion FC filed answer
- / **22 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **22 October 2024:** parties requested suspension
- / **29 October 2024:** suspension granted
- / **24 April 2025:** Slavia Praha requested suspension lifting
- / **15 May 2025:** CAS Court Office forwarded updated order of procedure to the parties
- / **27 August 2025:** sole arbitrator issued award

**Background**

The parties signed a transfer agreement on 31 March 2022. The agreement included a sell-on clause entitling Lion FC to 15% of any future transfer fee exceeding the amounts paid or due by Slavia Praha originally. On 18 January 2023, Slavia Praha loaned the player to an Austrian club with fixed transfer fee for the player's temporary and definitive transfers.

On 28 July 2023, Lion FC sent a default notice to Slavia Praha, requesting payment of the sell-on fee for the player's loan transfer. On 1 August 2023, Slavia Praha noted that Lion FC had miscalculated the total amount, and that the sell-on fee must account for deductions. On 4 August 2023, Lion FC sent another default notice to Slavia Praha with a corrected amount. The parties exchanged correspondence without agreeing to the actual amount owed by Slavia Praha to Lion FC. On 21 August 2023, Slavia Praha paid Lion FC the amount it believed it owed the club.

On the same date, Lion FC lodged a claim before the FIFA PSC against Slavia Praha for breach of contract. On 19 September 2023, Lion FC acknowledged Slavia Praha's payment and amended its requests for relief. On 10 October 2023, the FIFA PSC rendered its decision, partially accepting Lion FC's claim. On 7 December 2023, Slavia Praha filed its appeal with CAS under CAS 2023/A/10202.

On 27 February 2024, Lion FC sent a default notice to Slavia Praha and requested the first instalment of the sell-on fee for the player's definitive transfer. On 15 March 2024, Slavia Praha stated that the basis for the calculation had been determined incorrectly and that it was not in delay in paying the amount due to Lion FC. On the same date, Lion FC filed a claim before the FIFA PSC against Slavia Praha for breach of contract, requesting the sell-on fee.

On 26 March 2024, Slavia Praha paid Lion FC the amount it believed it owed the club. On 28 March 2024, Slavia Praha replied to Lion FC's claim and indicated that there is another dispute pending between the parties under CAS 2023/A/10202. The FIFA PSC rendered its decision on 23 April 2024, partially accepting Lion FC's claim. The FIFA PSC notified its decision's grounds on 10 May 2024.

Slavia Praha filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. On 22 April 2025, the CAS sole arbitrator appointed to CAS 2023/A/10202 issued his decision, upholding Slavia Praha's appeal and setting aside the FIFA PSC decision dated 10 October 2023. Lion FC filed its answer requesting that the sole arbitrator confirm the FIFA PSC decision.

## » CAS 2024/A/10637 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 PSC decision is set aside; (c) the costs of the arbitration are borne by Lion FC; and (d) Lion FC shall pay 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 the term “actually received” relating to a sell-on clause in a transfer of a player should be understood as referring to the net transfer fee received by a club. As such, the amount specified in a sell-on transfer agreement might be deductible by the training compensation and the solidarity contributions relating to the player’s transfer.

In addition, the sole arbitrator reasons that the term “exceeding the amounts” relating to the sell-on clause in a transfer of a player should be understood as referring to any payment considered material in the transfer agreement. As such, amounts considered material are to be deducted from the amount to be paid to the club that has the right to the sell-on fee payment.

The sole arbitrator notes that the specific facts and the relevant language of the contract have already been examined in CAS 2023/A/10202 and give rise to an established line of reasoning applicable to this dispute. In addition, these proceedings do not differ in substance from the previous as both are based on the same contractual framework as agreed by the parties and pertain to the transfer of the same player. As such, it is a continuation of the earlier dispute, only concerning subsequent instalment.

The sole arbitrator notes that the 15% sell-on fee owed by Slavia Praha to Lion FC results from the transfer receive received by Slavia Praha from the Austrian club, deducting training compensation and solidarity contributions as well as the transfer fee and the bonus fee.

The sole arbitrator decides that Lion FC is entitled to its sell-on fee.

# CAS 2024/A/10825

## Leixões Sport Club SAD v. Coimbra Esporte Clube LTDA

Reference number: [CAS 2024/A/10825](#)

Award date: 27 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club <b>Leixões Sport Club SAD</b>	 Portugal	 Club <b>Coimbra Esporte Clube LTDA</b>	 Brazil
<b>LEGAL TEAM</b> <b>Breno Costa Ramos Tannuri</b>   Attorney-at-law in São Paulo, Brazil		<b>LEGAL TEAM</b> <b>Thomas Sousa Lima Mattos de Paiva</b>   Attorney-at-law in Nova Lima, Brazil <b>Luiz Fernando Pimenta Ribeiro</b>   Attorney-at-law in Nova Lima, Brazil <b>Rodrigo Vaz Mendes Sampaio</b>   Attorney-at-law in Nova Lima, Brazil	
<b>SOLE ARBITRATOR</b>		Jaime Castillo   Attorney-at-law in Mexico City, Mexico	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

transfer

### RELEVANT RULES & REGULATIONS

CAS Code; art. R57  
 FIFA Procedural Rules governing the Football Tribunal;  
 art. 21  
 SCC; art. 8  
 SCCP; art. 14  
 SCO; art. 18, 82

### LANGUAGE

English

### KEYWORDS

loan; option agreement; penalty clause

### CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2009/A/1810 & 1811; CAS 2020/A/6796.
- » **Contractual interpretation, contextual analysis:** ATF 144 III 93; SFT 4A\_596/2018; CAS 2013/A/3133; CAS 2015/O/4362; CAS 2016/A/4544; CAS 2017/A/5172; CAS 2019/A/6525.
- » **Contractual interpretation, good faith:** ATF 129 III 664; ATF 128 III 419.
- » **Contractual interpretation, literal meaning:** ATF 136 III 186; SFT 4A\_596/2018.
- » **Contractual interpretation, reasonable onlooker:** ATF 129 III 128; ATF 128 III 419.
- » **Standard of proof, balance of probabilities:** CAS 2018/A/5618.

### ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

#### Main issue n.1

**Is Leixões entitled to reimbursement under the first loan agreement?**

No, Leixões is not entitled to reimbursement under the first loan agreement.

#### Main issue n.2

**Is Leixões liable to pay the transfer fee and penalties under the option agreement?**

Yes, Leixões is liable to pay the transfer fee and penalties under the option agreement.

**CAS 2024/A/10825****Leixões Sport Club SAD v.  
Coimbra Esporte Clube LTDA****Before the FIFA Football Tribunal  
Players' Status Chamber**

- / **26 January 2024:** Leixões filed claim
- / **12 March 2024:** Coimbra filed claim
- / **20 June 2024:** decision rendered
- / **2 August 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **23 August 2024:** Leixões filed statement of appeal
- / **7 October 2024:** Leixões filed appeal brief
- / **14 December 2024:** Coimbra filed answer
- / **14 December 2024:** sole arbitrator appointed
- / **28 January 2025:** sole arbitrator decided to hold online hearing
- / **29 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **13 February 2025:** sole arbitrator held online hearing
- / **27 August 2025:** sole arbitrator issued award

**Background**

The parties signed two loan agreements, respectively on 5 August 2022 and 13 July 2023. On 19 July 2023, the parties signed an option agreement for the definitive transfer of the player. On 22 December 2023, Leixões exercised its option but failed to pay the agreed fee. On 24 January 2024, Coimbra sent a default notice to Leixões.

Leixões filed a claim before the FIFA PSC against Coimbra for breach of contract on 26 January 2024, requesting reimbursement of paid salaries and taxes under the first loan agreement. Coimbra filed a claim before the FIFA PSC against Leixões for unpaid transfer fee under the option agreement on 12 March 2024.

On 15 March 2024, the FIFA PSC acknowledged receipt of Coimbra's claim and deemed it related to Leixões' claim. On 18 March 2024, Coimbra filed a submission stating that its claim had a different contractual basis and did not constitute a counterclaim. On 17 April 2024, Leixões objected to the admissibility of Coimbra's claim by stating that it was a counterclaim and was filed late.

The FIFA PSC rendered its decision on 20 June 2024, partially accepting Coimbra's claim and rejecting Leixões' claim. The FIFA PSC notified its decision's grounds on 2 August 2024. Particularly, the grounds of the FIFA PSC decision provide that the nexus between the two claims did not meet the threshold of connection required by the FIFA Procedural Rules governing the Football Tribunal art. 21(3) to constitute related claims.

Leixões filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. Coimbra filed its answer requesting that the sole arbitrator confirm the FIFA PSC decision.

## » CAS 2024/A/10825 Leixões Sport Club SAD v. Coimbra Esporte Clube LTDA

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Leixões is dismissed; (b) the FIFA PSC decision is confirmed; (c) the costs of the arbitration are borne by Leixões; and (d) Leixões shall pay Coimbra 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 the parties to a dispute must provide evidence to ascertain their true and common intention if a contract or a clause in a contract has an unclear structure and wording that renders its literal text ambiguous. For instance, the parties may rely on supporting evidence in the form of communication exchanges during negotiations or any other related request as well as oral testimony of individuals directly involved in the negotiation.

In addition, the sole arbitrator reasons that an arbitral tribunal must rely solely on the meaning that a reasonable person would ascribe to a contract or clause in a contract if the parties fail to provide evidence that ascertain their true and common intention when drafting such contract or contractual clause.

The sole arbitrator notes that Leixões did not provide any evidence of payment or request for reimbursement. As such, Leixões failed to discharge its burden of proof.

The sole arbitrator decides that Leixões is not entitled to reimbursement under the first loan agreement.

#### Main issue n.2

The sole arbitrator reasons that penalty clauses and default interest rates are quite common in contracts of commercial nature to protect the creditor from the debtor's failure to timely perform its monetary obligation. In addition, such clauses aim to protect the creditor from the overdue amount's devaluation because of the delay in payment. As such, the party that claims that a penalty clause and default interest rates are invalid, or otherwise inapplicable, must prove the motive for its invalidity or inapplicability, such as that it concluded the agreement in error, under pressure or under duress.

The sole arbitrator notes that the parties freely negotiated the transfer fee as well as the penalty and interest clauses, which are all valid and proportionate under Swiss law. Particularly, the parties are professional clubs with experience in the football business, including international transfer of players. Furthermore, Leixões chose to exercise its option on 22 November 2023 after having concluded the agreement on 9 July 2023.

The sole arbitrator decides that Leixões is liable to pay the transfer fee and penalties under the option agreement.

# CAS 2024/A/11103

## Al Gharafa Sports Club v. SC Fotbal Club FCSB SA

Reference number: [CAS 2024/A/11103](#)

Award date: 28 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club <b>Al Gharafa Sports Club</b>	 Qatar	 Club <b>SC Fotbal Club FCSB SA</b>	 Romania
<b>LEGAL TEAM</b> <b>Krevania Pillay</b>   Attorney-at-law in Doha, Qatar <b>George Vlavianos</b>   Attorney-at-law in Doha, Qatar <b>Daniel Engel</b>   Attorney-at-law in Doha, Qatar		<b>LEGAL TEAM</b> <b>Madalina Diaconu</b>   Attorney-at-law in Neuchâtel, Switzerland	
<b>PANEL</b>	<b>President.</b> <b>Espen Auberg</b> Attorney-at-law in Oslo, Norway	<b>Arbitrator.</b> <b>Petros Constantinos Mavroidis</b> Professor of law in New York, USA	<b>Arbitrator.</b> <b>Ilias Bantekas</b> Professor of law in Doha, Qatar

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

transfer

### RELEVANT RULES & REGULATIONS

CAS Code; art. R44(3)  
 FIFA RSTP, annexe 3; art. 10(4)(f)  
 SCC; art. 8  
 SCO; arts. 99, 160, 163

### LANGUAGE

English

### KEYWORDS

bank fraud; due diligence; payment error;  
 penalty clause; transfer fee

### CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2020/A/6796.
- » **Contractual performance, due diligence:** CAS 2020/A/7442.
- » **Penalty clause, excessiveness:** CAS 2012/A/2847; CAS 2018/A/5697.



### ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

#### Preliminary issue

**Does the panel have to order FCSB to produce additional evidence?**

No, Al Gharafa failed to demonstrate the likelihood of the documents' existence.

#### Main issue n.1

**Has Al Gharafa complied with its financial obligations?**

No, Al Gharafa failed to act with due diligence by paying the transfer fee to an illegitimate bank account in Vietnam.

#### Main issue n.2

**Is the penalty clause valid and proportionate?**

Yes, the penalty clause of a fixed amount is valid and proportionate.

**CAS 2024/A/11103**Al Gharafa Sports Club v.  
SC Fotbal Club FCSB SA**Before the FIFA Football Tribunal  
Players' Status Chamber**

- / **12 August 2024:** FCSB filed claim
- / **5 November 2024:** decision rendered
- / **10 December 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **30 December 2024:** Al Gharafa filed statement of appeal
- / **30 January 2024:** Al Gharafa filed appeal brief
- / **30 January 2024:** Al Gharafa requested evidence production by FCSB
- / **3 February 2025:** panel constituted
- / **3 March 2025:** FCSB filed answer
- / **13 March 2025:** panel decided to hold in-person hearing
- / **25 March 2025:** Al Gharafa filed comments
- / **28 March 2025:** FCSB filed comments
- / **28 March 2025:** evidence production denied
- / **31 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **28 May 2025:** panel held in-person hearing
- / **28 August 2025:** panel issued award

**Background**

On 22 June 2024, Al Gharafa sent an email to FCSB's president and another email address ending with "@fcsb.ro". The email contained a letter where Al Gharafa offered to pay EUR 5,000,000 by 31 July 2024 for the transfer of a player. On the same date, FCSB, allegedly from the same email address, informed Al Gharafa that the player had a termination clause of EUR 5,000,000 and provided its bank details that included information about its bank account with a Romanian bank. On the same date, 12 minutes after the FCSB email, Al Gharafa received an email from an email address ending with "@leonardo-hotels.com" with the same content and enclosure.

On 24 June 2024, Al Gharafa sent an email to FCSB's email addresses through which it had initially contacted FCSB and reiterated its proposal to pay the amount of EUR 5,000,000 for the transfer of the player. On 27 June 2024, Al Gharafa sent an email to FCSB's president with a proposal that included a penalty clause of EUR 1,000,000 in case Al Gharafa failed to pay the transfer fee by 31 July 2024.

On 28 June 2024, FCSB sent an email allegedly from its president's email address to Al Gharafa and stated that it had accepted the proposal regarding the player's transfer. On 30 June 2024, Al Gharafa sent an email to the FCSB president with the first draft of a transfer agreement. On 1 July 2024, the FCSB president replied to Al Gharafa, allegedly from his email address with amendments to the draft. On 2 July 2024, Al Gharafa sent an email to FCSB enclosing a signed version of the transfer agreement. On 3 July 2024, the FCSB assistant manager sent an email from an email address ending with "@fcsb.ro" to Al Gharafa that contained a signed version of the transfer agreement, copying the email addresses that Al Gharafa first used to contact FCSB. The transfer agreement included FCSB's bank details in Romania as well as FCSB's email addresses.

On the same date, Al Gharafa received an email from an email address ending with "@fscb-ro.com" with a signed copy of the transfer agreement and with two emails ending with "@fscb-ro.com" in copy. On the same date, Al Gharafa received an email from FCSB's president by his email ending with "@fcsb.ro" with a signed copy of the transfer agreement, copying two email addresses ending with "fscb-ro.com". On 9 July 2024, Al Gharafa sent an email to FCSB to the club's president email ending with "@fcsb.ro" with copies to two email addresses ending with "@fscb-ro.com", requesting the player's ITC. On 10 July 2024, Al Gharafa sent the same email to the same main addressee but copying two emails ending with "@fcsb.ro".

On 11 July 2024, FCSB inserted a transfer report in TMS in which it included its bank details in Romania. On the same date, Al Gharafa received an email, allegedly from the email address "@fscb-ro.com" with copy to two other emails with the same ending. This email included a copy of the TMS transfer report and stated that the club would likely update payment details. On the same date, Al Gharafa received an email, allegedly from FCSB's president email address ending with "@fcsb.ro" and copying two emails ending with "@fscb-ro.com".

On the same date, Al Gharafa sent an email to FCSB's president email address

**CAS 2024/A/11103**Al Gharafa Sports Club v.  
SC Fotbal Club FCSB SA**Before the FIFA Football Tribunal  
Players' Status Chamber**

- / **12 August 2024:** FCSB filed claim
- / **5 November 2024:** decision rendered
- / **10 December 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **30 December 2024:** Al Gharafa filed statement of appeal
- / **30 January 2024:** Al Gharafa filed appeal brief
- / **30 January 2024:** Al Gharafa requested evidence production by FCSB
- / **3 February 2025:** panel constituted
- / **3 March 2025:** FCSB filed answer
- / **13 March 2025:** panel decided to hold in-person hearing
- / **25 March 2025:** Al Gharafa filed comments
- / **28 March 2025:** FCSB filed comments
- / **28 March 2025:** evidence production denied
- / **31 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **28 May 2025:** panel held in-person hearing
- / **28 August 2025:** panel issued award

ending with “@fcsb.ro” and copying two emails ending with “@fscb-ro.com”. In this email, Al Gharafa stated that it had properly synchronized the transfer data on the TMS system. On 14 July 2024, FIFA issued the player’s ITC.

On 15 July 2024, FCSB allegedly sent an email from an email address ending with “@fscb.ro” [editor’s note: likely “@fcsb.ro”] to an email address ending with “@qsl-qa.com” and copying another email ending with “@fscb.ro”. The email contained an invoice regarding the transfer of the player. However, Al Gharafa’s email end with “@qsl.com.qa”.

On the same date, Al Gharafa received two emails, allegedly from FCSB’s president email address ending with “@fcsb.ro” and copying two email addresses ending with “@fscb-ro.com”, with the invoice for the player’s transfer fee attached. The invoice included bank details for the club in Vietnam, alongside an amended transfer agreement.

On 17 July 2024, Al Gharafa received an email, from the same email addresses, requesting confirmation of the payment. Al Gharafa received similar emails on 29, 29 and 30 July 2024. On 31 July 2024, Al Gharafa made a payment of EUR 5,000,000 in accordance with the bank details in Vietnam and sent an email to the FCSB’s president email address ending with “@fcsb.ro” and two email addresses ending with “@fscb-ro.com”. Subsequently, on the same date, Al Gharafa received an email, allegedly from the same emails, confirming the payment approval had been received. On the same date, in a WhatsApp conversation, the FCSB’s president replied to a message of Al Gharafa’s lawyer in which he shared a screenshot of the bank’s approval of the payment.

On 9 August 2024, Al Gharafa received an email from an email address ending with “@fcsb.ro” that stated that Al Gharafa had made a false invoice to cover a mistake and that it hadn’t respect its financial obligations in accordance with the transfer agreement. The email included a pdf file of email correspondence between an email address ending with “@fcsb.ro” to an email address ending with “@qsl-qa.com” and copying another email ending with “@fscb.ro”, sent on 11 and 15 July 2024.

On 13 October 2024, Al Gharafa’s bank issued a letter in which it confirmed that the payment of EUR 5,000,000 on 31 July 2024 had not been returned to Al Gharafa’s account. On 30 January 2025, the company HKA Global Limited issued a report that revealed that emails originating from the domain fsbc-ro.com did not come from the official mail server of FCSB, but from a Google mail server.

FCSB filed a claim before the FIFA PSC against Al Gharafa for breach of contract on 12 August 2024, requesting the unpaid transfer fee and the penalty clause amount. The FIFA PSC rendered its decision on 5 November 2024, accepting FCSB’s claim. The FIFA PSC notified its decision’s grounds on 10 December 2024.

Al Gharafa filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. FCSB filed its answer requesting that the panel confirm the FIFA PSC decision.

## » CAS 2024/A/11103 AI Gharafa Sports Club v. SC Fotbal Club FCSB SA

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by AI Gharafa is dismissed; (b) the FIFA PSC decision is confirmed; (c) the costs of the arbitration are borne by AI Gharafa; and (d) AI Gharafa shall pay FCSB a contribution in the amount of CHF 8,000 towards the legal fees and other expenses.

#### Preliminary issue

The panel reasons that the CAS Code art. R44(3) states that a party can request the CAS panel to order the other party to produce documents in its custody or under its control if the party seeking such an order can demonstrate that the documents in question are likely to exist and are relevant to the case.

The panel notes that the FCSB's explanation that it does not have copies of any email correspondence between FCSB and illegitimate email addresses referred to in the appeal brief is credible. Moreover, AI Gharafa held the burden of proving that the documents in question are likely to exist.

The panel decides that AI Gharafa failed to demonstrate the likelihood of the documents' existence.

#### Main issue n.1

The panel reasons that parties to a contract are obliged to act with due diligence when complying with their financial obligations.

The panel notes that AI Gharafa did not follow the transfer agreement or the bank account details provided for in TMS. In addition, the change of bank account that the transfer fee should be paid to from a Romanian bank account to a Vietnamese bank account should be sufficient to trigger concerns for AI Gharafa. However, AI Gharafa seemingly simply accepted that FCSB had changed to a Vietnamese bank account without taking any measures to verify that FCSB indeed had a Vietnamese bank account.

The panel decides that AI Gharafa failed to act with due diligence by paying the transfer fee to an illegitimate bank account in Vietnam.

#### Main issue n.2

The panel reasons that the intention of a penalty clause is to function cumulatively with the performance of the main obligation in accordance with an agreement between parties. In addition, the penalty fee must be valid and proportionate. As such, it is subject to review if considered excessive. This approach is restricted to exceptional cases where an agreement constitutes a massive imbalance.

The panel notes that the penalty clause refers to the fact that AI Gharafa must pay the transfer fee within a stated deadline, and that failing to do so triggers the obligation to also pay the penalty clause. Consequently, AI Gharafa's failure to pay the transfer fee to the correct bank account triggers the obligation to pay the penalty fee.

In addition, the penalty fee constitutes 20% of the fixed transfer fee. Moreover, AI Gharafa proposed the penalty clause to FCSB. The penalty fee cannot be considered excessive, nor does it constitute a massive imbalance.

The panel decides that the penalty clause of a fixed amount is valid and proportionate.

# CAS 2024/A/10839

## Professional Football Club Botev Plovdiv v. Club Centre de Formation National de Football

Reference number: [CAS 2024/A/10839](#)

Award date: 1 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club <b>Professional Football Club Botev Plovdiv</b>	 Bulgaria	 Club <b>Club Centre de Formation National de Football</b>	 Côte d'Ivoire
<b>LEGAL TEAM</b> Davor Lazic   Attorney-at-law in Zagreb, Croatia		<b>LEGAL TEAM</b> Anil Dinçer   Attorney-at-law in Istanbul, Turkey	
<b>PANEL</b>	<b>President.</b> <b>Kwadjo Adjepong</b> Solicitor in London, United Kingdom	<b>Arbitrator.</b> <b>Attila Berzeviczi</b> Attorney-at-law in Budapest, Hungary	<b>Arbitrator.</b> <b>Ulrich Haas</b> Professor in Zurich, Switzerland, and attorney-at-law in Hamburg, Germany

### CATEGORY

#### Employment, Status & Transfer

### ISSUES

status; transfer

### RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 13

SCC; art. 8

SCO; art. 18, 20, 23, 24

### LANGUAGE

English

### KEYWORDS

amateur status; sell-on; validity

### CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2009/A/1909.
- » **Contract, validity:** CAS 2016/A/4843; CAS 2017/A/5172.
- » **Contractual interpretation, parties' intention:** CAS 2012/A/3026; CAS 2014/A/3816.

### ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

### Main issue

**Is the sell-on agreement between the parties valid and enforceable?**

Yes, the sell-on agreement is valid and enforceable.

**CAS 2024/A/10839****Professional Football Club Botev  
Plovdiv v. Club Centre de Formation  
National de Football****Before the FIFA Football Tribunal  
Players' Status Chamber**

- / **11 December 2023:** National filed claim
- / **28 June 2024:** decision rendered
- / **13 August 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **2 September 2024:** Botev filed statement of appeal
- / **12 September 2024:** FIFA requested exclusion
- / **16 September 2025:** Botev agreed
- / **1 October 2024:** Botev filed appeal brief
- / **10 November 2024:** National filed answer
- / **25 November 2024:** panel constituted
- / **16 January 2025:** Botev filed submission upon request
- / **16 January 2025:** FIFA submitted case file
- / **30 January 2025:** National filed submission upon request
- / **30 January 2025:** National filed new evidence upon request
- / **31 January 2025:** panel decided to hold in-person hearing
- / **4 February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **8 May 2025:** panel held in-person hearing
- / **1 September 2025:** panel issued award

**Background**

The parties signed a transfer agreement regarding an amateur player that provided for a sell-on fee on 6 June 2022. On 30 August 2022, the player transferred to Botev as a free agent due to his amateur status and his latest registration with a Russian club. On 29 September 2022, Botev sent a signed version of the transfer agreement to the player's agent. On 11 August 2023, Botev transferred the player to a Belgium club for a fixed transfer fee. On 28 November 2023, National sent a notice to Botev requesting the payment of the sell-on fee. Botev replied, stating that the transfer agreement was invalid due to the player's registration as an amateur with the Russian club prior to the transfer to Botev.

National filed a claim before the FIFA PSC against Botev for breach of contract on 11 December 2023, requesting payment of the sell-on fee. The FIFA PSC rendered its decision on 28 June 2024, accepting National's claim. The FIFA PSC notified its decision's grounds on 13 August 2024.

Botev filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. National filed its answer requesting that the panel confirm the FIFA PSC decision.

## » CAS 2024/A/10839 Professional Football Club Botev Plovdiv v. Club Centre de Formation National de Football

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Botev is dismissed; (b) the FIFA PSC decision is confirmed; (c) the costs of the arbitration are borne by Botev; and (d) Botev shall pay National a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

#### Main issue

The panel reasons that defects of consent must be asserted by the represented party. The legal consequences of the declaration of intent made by a representative must be assessed in principle regarding the representative's knowledge if his level of knowledge is decisive. However, the represented party is not entitled to invoke defects of consent in cases where the representative was aware of the true facts.

The panel notes that the parties negotiated and executed the sell-on agreement with knowledge of the player's amateur status and registration. In addition, Botev's representative acted on behalf of the club, creating a legitimate expectation on National. Moreover, Botev did not provide any proof of any other fact that may render the sell-on agreement invalid.

The panel decides that the sell-on agreement is valid and enforceable.

# CAS 2024/A/10680

## Diosgyor Futball Club Kft. v. Sergey Kuznetsov & Federation Internationale de Football Association

Reference number: [CAS 2024/A/10680](#)

Award date: 8 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Diosgyor Futball Club Kft.	 Hungary	<b>Coach</b> Sergey Kuznetsov	 Hungary/Ukraine
<b>LEGAL TEAM</b> Niederer Kraft Frey Ltd in Zurich, Switzerland <b>Thomas Hochstrasser</b>   Attorney-at-law <b>Boris Catzeflis</b>   Attorney-at-law		<b>LEGAL TEAM</b> SILA International Lawyers in Sofia, Bulgaria <b>Georgi Gradev</b>   Attorney-at-law <b>Marton Kiss</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b> <div style="border: 1px solid #ccc; padding: 10px; margin-top: 10px;"> <b>Lars Hilliger</b>            Attorney-at-law in Copenhagen, Denmark         </div>		<b>RESPONDENT</b>	
		 <b>IF</b> Fédération Internationale de Football Association (FIFA)	 Switzerland
		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA <b>Miguel Liétard</b>   Director of litigation <b>Roberto Najera Reyes</b>   Senior legal counsel	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

admissibility; appeal; jurisdiction

### RELEVANT RULES & REGULATIONS

CAS Code; art. R48  
FIFA Procedural Rules governing the Football Tribunal; arts. 10, 11, 15(5)

### LANGUAGE

English

### KEYWORDS

deadline; final and binding decision; lack of jurisdiction

### CASE LAW CITED

- » **Appeal, admissibility:** CAS 2023/A/9780.
- » **Burden of proof, allocation:** CAS 2003/A/506; CAS 2009/A/1810 & 1811; CAS 2009/A/1975.
- » **Diligence, sphere of control:** CAS 2016/A/4651; CAS 2022/A/8598.



### ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

### Preliminary issue

**Is the club's appeal admissible?**

No, the club's appeal is inadmissible.

**CAS 2024/A/10680**

Diosgyor Futball Club Kft. v. Sergey Kuznetsov & Federation Internationale de Football Association

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

/ **28 February 2024** : coach filed claim

/ **29 March 2024** : decision rendered

**Before the Court of Arbitration for  
Sport**

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## Background

The parties signed an employment agreement on 24 August 2022. The club terminated the coach's employment contract on 31 January 2024.

The coach filed a claim before the FIFA PSC against the club for breach of contract on 28 February 2024. The FIFA PSC rendered its decision on 29 March 2024, (partially) accepting the coach's claim. Neither party requested the FIFA PSC decision's grounds within the 10-day deadline.

FIFA imposed a registration ban on the club on 28 May 2024

The Hungarian MA informed the club on 30 May 2024

The club requested the FIFA PSC decision's grounds on 13 June 2024

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. The coach and FIFA filed their respective answers requesting that the sole arbitrator declare the club's appeal inadmissible.

**CAS 2024/A/10680 Diosgyor Futball Club Kft. v. Sergey Kuznetsov & Federation Internationale de Football Association****Before the Court of Arbitration for Sport**

- / **18 June 2024:** club filed statement of appeal
- / **18 June 2024:** club filed statement of appeal under CAS 2024/A/10703
- / **28 June 2024:** club filed appeal brief
- / **28 June 2024:** club requested stay
- / **28 June 2024:** FIFA objected
- / **28 June 2024:** FIFA challenged admissibility
- / **8 July 2024:** coach objected
- / **8 July 2024:** coach challenged jurisdiction
- / **8 July 2024:** coach challenged admissibility
- / **18 July 2024:** club withdrew request for stay
- / **21 August 2024:** coach requested bifurcation
- / **22 August 2024:** sole arbitrator appointed
- / **22 August 2024:** FIFA agreed
- / **28 August 2024:** club conditionally agreed
- / **28 August 2024:** club challenged sole arbitrator
- / **29 August 2024:** coach objected to challenge
- / **2 September 2024:** sole arbitrator confirmed impartiality and independence
- / **3 September 2024:** FIFA objected to challenge
- / **16 September 2024:** FIFA filed ans
- / **13 January 2025:** sole arbitrator confirmed
- / **20 January 2025:** club reiterated challenge to sole arbitrator
- / **30 January 2025:** bifurcation denied
- / **30 January 2025:** CAS 2024/A/10703 suspended
- / **5 February 2025:** coach filed answer
- / **19 February 2025:** club filed submission
- / **25 February 2025:** coach objected to admissibility
- / **5 March 2025:** submission unadmitted
- / **7 March 2025:** FIFA filed comments upon request
- / **14 March 2025:** club filed comments upon request
- / **17 March 2025:** coach objected to admissibility
- / **18 March 2025:** club comments admitted
- / **18 March 2025:** sole arbitrator decided to hold hearing
- / **Unknown date:** CAS Court Office forwarded order of procedure to the partie
- / **8 May 2025:** sole arbitrator held online hearing
- / **8 September 2025:** sole arbitrator issued award

## » CAS 2024/A/10680 Diosgyor Futball Club Kft. v. Sergey Kuznetsov & Federation Internationale de Football Association

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is inadmissible; (b) the costs of the arbitration are borne by the club; and (c) the club shall pay the coach a contribution in the amount of CHF 4,000 towards the legal fees and other expenses.

#### Preliminary issue

The sole arbitrator reasons that a party to the original proceedings before the first instance body must have requested the decision's grounds as a condition for an appeal to be declared admissible under the FIFA Procedural Rules governing the Football Tribunal.

The sole arbitrator notes that FIFA duly notified the club about the coach's claim and the FIFA PSC decision in accordance with the applicable rules. Moreover, the club failed to request the FIFA PSC decision's grounds in time. As such, the club waived its right to appeal before CAS.

The sole arbitrator decides that the club's appeal is inadmissible.

# CAS 2024/A/10926

## London City Lionesses v. Carolina Morace

Reference number: [CAS 2024/A/10926](#)

Award date: 15 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> London City Lionesses	 United Kingdom	<b>Coach</b> Carolina Morace	 Italy
<b>LEGAL TEAM</b> Lawrence Stephens in London, United Kingdom <b>Jake Cohen</b>   Attorney-at-law <b>William Bowyer</b>   Attorney-at-law <b>Mohit Pasricha</b>   Attorney-at-law <b>Angelique Richardson</b>   Attorney-at-law		<b>LEGAL TEAM</b> Studio Civile Sports Law Firm in Milan, Italy <b>Salvatore Civile</b>   Attorney-at-law	
<b>PANEL</b>	<b>President.</b> <b>Annett Rombach</b> Attorney-at-law in Frankfurt am Main, Germany	<b>Arbitrator.</b> <b>Sofoklis P. Pilavios</b> Attorney-at-law in Athens, Greece	<b>Arbitrator.</b> <b>Jacopo Tognon</b> Attorney-at-law in Padova, Italy

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

termination

### RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 17  
 FIFA RSTP, annex 2: arts. 4, 6  
 SCC; art. 27  
 SCO; arts. 337, 337c

### LANGUAGE

English

### KEYWORDS

breach of contract; compensation; just cause; mitigation

### CASE LAW CITED

- » **Breach of contract, termination:** CAS 2007/A/1298-1300.
- » **Compensation, duty to mitigate:** CAS 2018/A/6029.
- » **Compensation, reciprocity:** CAS 2005/A/973; CAS 2013/A/3379.
- » **Compensation, review:** CAS 2008/A/1519 & 1520.
- » **Freedom of contract, potestative clause:** CAS 2016/A/4852; CAS 2022/A/9279.
- » **Termination, early:** SFT 4A\_89/2007; CAS 2020/A/6798.
- » **Termination, just cause:** CAS 2020/A/7175; CAS 2022/A/8963; CAS 2023/A/9444.

### ORIGIN

FIFA Football Tribunal Players Status  
Chamber, appeal

#### Main issue n.1

**Did the club have just cause to terminate the coach's employment contract?**

No, the club did not have just cause to terminate the coach's employment contract.

#### Main issue n.2

**Is the coach's compensation to be reduced?**

Yes, the coach's compensation is to be reduced.

**CAS 2024/A/10926**

London City Lionesses v. Carolina Morace

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

- / **11 March 2024:** coach filed claim
- / **6 August 2024:** decision rendered
- / **18 September 2024:** decision notified

**Before the Court of Arbitration for Sport**

- / **8 October 2024:** club filed statement of appeal
- / **10 October 2024:** club amended statement of appeal
- / **17 October 2024:** FIFA renounced intervention
- / **17 October 2024:** FIFA submitted case file
- / **21 October 2024:** club filed appeal brief
- / **29 October 2024:** club challenged arbitrator
- / **14 November 2024:** club withdrew challenge
- / **10 December 2024:** coach filed answer
- / **17 January 2025:** panel constituted
- / **7 February 2025:** panel decided to hold online hearing
- / **25 March 2025:** panel decided to hold CMC
- / **1 April 2025:** panel held CMC
- / **March-April 2025:** CAS Court Office forwarded order of procedure to the parties
- / **15 May 2025:** panel held online hearing
- / **18 June 2025:** coach filed submission
- / **18 June 2025:** coach filed new evidence
- / **25 June 2025:** club filed comments
- / **25 June 2025:** club objected
- / **15 September 2025:** panel issued award

**Background**

The parties signed an employment agreement on 5 July 2023. The club was sold to a new owner on 15 December 2023. The club issued a press release on 7 February 2024, terminating the coach's employment contract. On the same date, the club sent an email to the coach stating that she had breached her employment contract on several occasions. The coach's counsel replied to the club email on 12 February 2024.

The coach issued a warning notice to the club on 27 February 2024, asserting that it has terminated her employment contract without just cause and requested compensation. The club paid the coach her full salary for the month of February 2024 on 28 February 2024.

The coach filed a claim before the FIFA PSC against the club for breach of contract on 11 March 2024, requesting compensation. The coach was elected as a member of the European Parliament on 10 June 2024. The FIFA PSC rendered its decision on 6 August 2024, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 18 September 2024.

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

## » CAS 2024/A/10926 London City Lionesses v. Carolina Morace

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA PSC decision is amended; (c) the costs of the arbitration are borne 90% by the club and 10% by the coach; and (d) the club shall pay the coach a contribution in the amount of CHF 3,500 towards the legal fees and other expenses.

#### Main issue n.1

The panel reasons that a fixed-term employment contract may not be terminated by either party before its natural expiry, except when the parties agree otherwise or when a party has just cause for an immediate contract termination. The concept of just cause is like the notion of good cause enshrined in Swiss law.

In addition, the panel reasons that a substantive requirement for just cause entails a pattern of conduct or sufficiently serious conduct that renders the continuation of the employment relationship unreasonable for the party giving notice. Moreover, a procedural requirement for just cause mandates that the terminating party must provide written notice of termination to its contractual counterpart.

The panel notes that the club failed to provide concrete evidence of misconduct and did not issue warning or initiate disciplinary proceedings against the coach.

The panel decides that the club did not have just cause to terminate the coach's employment contract.

#### Main issue n.2

The panel reasons that contractual arrangements between parties to a contract take precedence in determining the compensation payable in the event of a breach. The primacy of party autonomy allows the parties to deviate from the default regime under the FIFA RSTP if such deviation is lawful and clearly stipulated.

In addition, the panel reasons that the limit of contractual freedom is the prohibition of excessive self-commitment by one party. A contractual clause contained in an employment contract under which only the club may unilaterally terminate the employment contract is deemed to be unilateral and potestative. As such, null and void.

Moreover, the panel reasons that compensation amounts to the residual value of the employment contract. However, such compensation is subject to deduction of any remuneration received under a new contract covering the period corresponding to the time remaining under the prematurely terminated employment contract under the duty to mitigate damages. The deduction derives from an engagement that functionally replaces the employment that was prematurely terminated.

The panel notes that the clause included in the coach's employment contract that provided the club's right to terminate her employment contract unilaterally without just cause lacks reciprocity. As such, it is null and void.

## » CAS 2024/A/10926 London City Lionesses v. Carolina Morace

Moreover, the panel notes that the coach's compensation amounts to the residual value of her employment contract. The coach's new role as an elected representative before the European Parliament is not functionally comparable to the employment previously held under the terminated employment contract as it constitutes an elected political mandate governed by public law, characterized by different responsibilities, remuneration structures, and professional aims.

In addition, the panel notes that the coach did not fulfill her duty to mitigate damages. However, it is relevant that finding a new position after an unjustified contract termination in the middle of the season is significantly more difficult for a coach than for a player as there are only a few high-profile positions available for quite a few highly qualified coaches longing for such positions.

The panel further notes that the coach ceased to look for alternative employment around the time she was elected as a member of the European Parliament. The coach voluntarily assumed such obligations and materially limited her ability to seek or accept coaching roles, undermining her duty to mitigate damages. The responsibilities associated with serving as member of the European Parliament are substantial and time-intensive, reflecting a level of professional commitment that is hardly compatible with the demands of a full-time coaching position.

The panel decides that the coach's compensation is to be reduced by 20%.

As *obiter dictum*, the panel states that the non-deductible nature of the coach's remuneration as an elected member of the European Parliament does not intend to serve as a general rule that excludes the consideration of income from roles outside the football industry for deduction purposes regarding compensation for early termination without just cause of an employment contract.

# CAS 2024/A/10982

## A. v. FIFA & RFEF

Reference number: [CAS 2024/A/10982](#)

Award date: 17 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> <b>A</b>		 <b>IF</b> <b>Fédération Internationale de Football Association (FIFA)</b>	 Switzerland
<b>LEGAL TEAM</b> <b>Federica Gramatica</b>   Attorney-at-law in Milan, Italy		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA <b>Miguel Liétard</b>   Director of litigation <b>Cristina Pérez González</b>   Senior legal counsel	
<b>SOLE ARBITRATOR</b>  <div style="border: 1px solid #ccc; padding: 10px; width: fit-content; margin: 0 auto;"> <b>José Luis Andrade</b>            Attorney-at-law in Porto, Portugal         </div>		 <b>Member association</b> <b>Real Federación Española de Fútbol (RFEF)</b>	 Spain
		<b>LEGAL TEAM</b> <b>Verónica Guerra Beltrán</b>   Legal counsel in Madrid, Spain <b>Alfonso Álvarez-Cascos Ruiz</b>   Legal counsel in Madrid, Spain	

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

minor; transfer

**RELEVANT RULES & REGULATIONS**

CAS Code; arts. R44, R56, R57  
 FIFA Procedural Rules governing the Football Tribunal; art. 30  
 FIFA RSTP; art. 19  
 FIFA RSTP, annexe 3; art. 8

**LANGUAGE**

English

**KEYWORDS**

international transfer certificate;  
 international transfer of minor

**CASE LAW CITED**

- » **Appeal, new claim:** CAS 2012/A/2874.
- » **De novo review, scope:** CAS 2007/A/1426; CAS 2014/A/3523; CAS 2021/A/8321.

**ORIGIN**

FIFA Football Tribunal Players' Status Chamber, appeal

**Preliminary issue n.1**

**Does the *de novo* power of the sole arbitrator entail the scope of the appeal as intended by the player?**

No, the *de novo* power of the sole arbitrator does not entail the scope of the appeal as intended by the player.

**Preliminary issue n.2**

**Are the player's comments on the FIFA case file admissible?**

Yes, the player's comments on the FIFA case file are admissible.

**Main issue**

**Did FIFA reject the member association's request to register the player properly?**

Yes, FIFA rejected the member association's request to register the player properly.

**CAS 2024/A/10982**

A. v. FIFA &amp; RFEF

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

- / **2 September 2024:** member association filed claim
- / **6 September 2024:** decision rendered
- / **16 October 2024:** decision notified

**Before the Court of Arbitration for  
Sport**

- / **6 November 2024:** player filed statement of appeal
- / **6 November 2024:** player requested expedited proceedings
- / **11 November 2024:** FIFA objected
- / **12 November 2024:** member association objected
- / **12 November 2024:** request denied
- / **3 December 2024:** player requested evidence production
- / **3 December 2024:** request denied
- / **6 December 2024:** player filed appeal brief
- / **17 January 2025:** FIFA filed answer
- / **20 January 2025:** member association filed answer
- / **5 February 2025:** sole arbitrator appointed
- / **21 February 2025:** sole arbitrator decided to hold in-person hearing
- / **26 February 2025:** FIFA filed evidence upon request
- / **7 March 2025:** player filed evidence upon request
- / **March-April 2025:** CAS Court Office forwarded order of procedure to the parties
- / **4 April 2025:** player filed comments upon request
- / **11 April 2025:** FIFA objected
- / **24 April 2025:** comments admitted
- / **30 April 2025:** FIFA filed comments
- / **5 May 2025:** member association filed comments
- / **27 May 2025:** sole arbitrator held online hearing
- / **17 September 2025:** sole arbitrator issued award appointed

**Background**

The player was registered with an academy team until the 2023/2024 season. In early 2024, the player's family decided to relocate to another country for personal and business reasons. The player's parents contacted schools and real estate agents there before visiting a local football club on 7 February 2024. The family moved to the country on 4 April 2024. The local club accepted the player to its academy team on 16 April 2024.

The member association filed a request before the FIFA PSC for the player's first registration on 2 September 2024, invoking the exception under the FIFA RSTP art. 19(2)(a). The PSC rendered its decision on 6 September 2024, rejecting the member association's request. The FIFA PSC notified its decision's grounds on 16 October 2024.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. FIFA and the member association filed their respective answers requesting that the sole arbitrator confirm the FIFA PSC decision.

## » CAS 2024/A/10982 A. v. FIFA & RFEF

### MAIN LEGAL FINDINGS

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

#### Preliminary issue n. 1

The sole arbitrator reasons that CAS panels have full power to review the facts and the law. However, a CAS panel mandate is confined to the matter that was assessed, or was in dispute, before the previous instance. Moreover, the mandate of a CAS panel cannot exceed the authority of the previous instance.

In addition, the sole arbitrator reasons that claims not formulated before the previous instance should, in principle, be deemed inadmissible as the scope of the appeal is limited to issues arising from the appealed decision. Exception is made for claims not advanced in the previous litigation due to legitimate reasons.

The sole arbitrator notes that the object of the FIFA PSC decision was a request by the member association for the approval by the FIFA PSC of a first registration of the player as a foreign player under the FIFA RSTP art. 19(2)(a). However, the player requests in appeal proceedings that FIFA authorize his registration as an international transfer under the FIFA RSTP art. 19(4)(a). As such, the player makes a new claim before CAS and broadens the scope of the appeal.

The sole arbitrator decides that the *de novo* power of the sole arbitrator does not entail the scope of the appeal as intended by the player.

#### Preliminary issue n. 2

The sole arbitrator reasons that a CAS panel may order the production of additional documents and proceed with any other procedural step at any time if it deems appropriate to supplement the presentations of the parties. Moreover, the parties shall be authorized to supplement or amend their argument under exceptional circumstances.

The sole arbitrator notes that the player's comment on the FIFA case file is admissible under exceptional circumstances as the player did not have access to it prior to filing his appeal brief.

The sole arbitrator decides that the player's comments on the FIFA case file are admissible.

#### Main issue

The sole arbitrator reasons that a CAS panel *de novo* power limits the scope of the appeal.

The sole arbitrator notes that the player had been registered previously with a club. As such, the member association's application for his first registration does not meet the requirements.

The sole arbitrator decides that FIFA rejected the member association's request to register the player properly.

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Court of Arbitration for Sport

**FIFA Judicial Bodies**

# Disciplinary & Appeal Committees

FIFA



# CAS 2024/A/10975

## Bursaspor Kulübü Derneği v. Massimo Bruno & FIFA

Reference number: [CAS 2024/A/10975](#)

Award date: 1 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Bursaspor Kulübü Derneği</b>	 Turkey	<b>Player</b> <b>Massimo Bruno</b>	 Belgium
<b>LEGAL TEAM</b> Yakub Kizilkaya   Attorney-at-law in Turkey		<b>LEGAL TEAM</b> Juan de Dios Crespo Pérez   Attorney-at-law in Valencia, Spain Alfonso León Lleo   Attorney-at-law in Valencia, Spain Gytis Rackaukas   Attorney-at-law in Valencia, Spain	
<b>SOLE ARBITRATOR</b>  Lars Hilliger Attorney-at-law in Copenhagen, Denmark		<b>RESPONDENT</b>	
		 <b>IF</b> <b>Fédération Internationale de Football Association (FIFA)</b>	 Switzerland
		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA Cristina Pérez González   Senior legal counsel	

### CATEGORY

#### Disciplinary

### ISSUES

sanction

### RELEVANT RULES & REGULATIONS

FIFA DC, ed. 2019; art. 15  
 FIFA DC, ed. 2023; arts. 21 & 55  
 SCO; arts. 18, 85(1) & 86(2)

### LANGUAGE

English

### KEYWORDS

settlement agreement

### CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2003/A/506; CAS 2009/A/1810 & 1811; CAS 2009/A/1975.
- » **Contractual interpretation, parties' intention:** ATF 99 II 285; ATF 111 II 287; ATF 127 III 444; CAS 2017/A/5172.



### ORIGIN

FIFA Judicial Bodies Disciplinary Committee, appeal

### Main issue

Did the FIFA DisCo have jurisdiction to enforce the FIFA DRC decision due to the settlement agreement established between the player and the club?  
 Yes, the FIFA DisCo had jurisdiction.

**CAS 2024/A/10975****Bursaspor Kulübü Derneği v.  
Massimo Bruno & FIFA****Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **23 July 2024:** player requested disciplinary proceedings
- / **25 July 2024:** sanction proposal sent
- / **29 July 2024:** club rejected proposal
- / **22 August 2024:** decision rendered
- / **16 October 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **31 October 2024:** club filed statement of appeal
- / **25 November 2024:** club filed appeal brief
- / **21 February 2025:** sole arbitrator appointed
- / **7 February 2025:** FIFA filed answer
- / **17 February 2025:** player filed answer
- / **21-22 February 2025:** club requested 2nd round submissions
- / **21-22 February 2025:** FIFA objected
- / **21-22 February 2025:** player objected
- / **27 February 2025:** 2nd round submissions rejected
- / **27 February 2025:** sole arbitrator decided not to hold hearing
- / **February-June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **1 July 2025:** sole arbitrator issued award

**Background**

On 14 May 2021, the player and the club signed an employment agreement. On 12 January 2022, the player put the club in default. On 17 May 2022, the player sent a termination notice to the club. On 1 July 2022, the player signed an employment agreement with a Belgian club. On 30 June 2022, the player filed a claim before the FIFA DRC. On 15 September 2022, the FIFA DRC rendered its decision, partially accepting the player's claim. On 31 October 2022, the FIFA DRC notified its decision's grounds. On 12 January 2023, the club and the player signed a settlement agreement.

On 23 July 2024, the player requested that the FIFA DisCo open disciplinary proceedings against the club for failure to comply with the FIFA DRC decision. On 25 July 2024, the FIFA DisCo sent a sanction proposal to the club. On 29 July 2024, the club rejected the sanction proposal. On 22 August 2024, the FIFA DisCo rendered its decision, finding the club responsible for failing to comply with the FIFA DRC decision and sanctioning the club. The FIFA DisCo notified its decision's grounds on 16 October 2024.

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

## » CAS 2024/A/10975 Bursaspor Kulübü Derneği v. Massimo Bruno & FIFA

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA DisCo 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 the content of a settlement agreement must be construed according to the true intention of the parties. As such, the parties' subjective will has priority over any contrary declaration in the text of the contract. In addition, the content of the contract must be determined by application of the principle of mutual trust in case a common subjective will of the parties cannot be ascertained.

The sole arbitrator notes that the club breached its contractual payment obligations to the player. In addition, the parties established that the settlement agreement is null and void in case of the club's failure to pay in due time.

The sole arbitrator decides that the FIFA DisCo had jurisdiction to enforce the FIFA DRC decision due to the settlement agreement established between the player and the club.

# CAS 2024/A/10867

## Vladimir Milenkovic v. Bytomski Sport Polonia Bytom Sp. Z o. o. & FIFA

Reference number: [CAS 2024/A/10867](#)

Award date: 25 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> <b>Vladimir Milenkovic</b>	 Serbia	 <b>Club</b> <b>Bytomski Sport Polonia Bytom Sp. Z o. o.</b>	 Poland
<b>LEGAL TEAM</b> <b>Filip Blagojevic</b>   Attorney-at-law in Belgrade, Serbia		<b>LEGAL TEAM</b> <b>Piotr Miekus</b>   Attorney-at-law in Warsaw, Poland <b>Mateusz Walczak</b>   Attorney-at-law in Warsaw, Poland	
<b>SOLE ARBITRATOR</b> <b>Lars Halgreen</b> Legal director in Gentofte, Denmark		<b>RESPONDENT</b>  <b>IF</b> <b>Fédération Internationale de Football Association (FIFA)</b>	
		 Switzerland	
		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA <b>Alexander Jacobs</b>   Senior legal counsel	

### CATEGORY

**Disciplinary**

### ISSUES

*res judicata*

### RELEVANT RULES & REGULATIONS

CAS Code; art. R49  
 FIFA DC; arts. 21(4), 30(7), 71  
 FIFA Statutes; art. 58(1)

### LANGUAGE

English

### KEYWORDS

sporting succession; time limit to appeal

### CASE LAW CITED

» *Res judicata*, scope: CAS 2020/A/6912.

### ORIGIN

FIFA Judicial Bodies Disciplinary Committee, appeal

#### Main issue n.1

**Is the player's request to the FIFA DisCo re-open the case admissible?**

No, the player's request to the FIFA DisCo re-open the case is inadmissible under the FIFA DC art. 30.

#### Main issue n.2

**Does the player have the right to review a final FIFA DisCo decision under the FIFA DC art. 71?**

No, the player does not have the right to review a final FIFA DisCo decision under the FIFA DC art. 71.DC art. 30.

**CAS 2024/A/10867**

Vladimir Milenkovic v. Bytomski Sport Polonia Bytom Sp. Z o. o. & FIFA

**Before the FIFA Judicial Bodies  
Disciplinary Committee**

/ **27 August 2024:** decision rendered

**Before the Court of Arbitration for  
Sport**

- / **12 September 2024:** player filed statement of appeal
- / **12 September 2024:** player requested legal aid
- / **21 November 2024:** legal aid granted
- / **20 December 2024:** player filed appeal brief
- / **6 February 2025:** FIFA filed answer
- / **10 February 2025:** club filed answer
- / **27 February 2025:** sole arbitrator appointed
- / **17 March 2025:** sole arbitrator decided to hold online hearing
- / **21 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **14 April 2025:** sole arbitrator held online hearing
- / **22 April 2025:** player waived legal aid evidence confidentiality
- / **23 April 2025:** sole arbitrator received evidence
- / **25 July 2025:** sole arbitrator issued award

## Background

The player and the original club signed an employment agreement on 1 January 2010. The player filed a claim against the original club before the FIFA DRC on 11 January 2011. The FIFA DRC rendered its decision on 12 March 2015.

The original club failed to comply with the FIFA DRC decision. The player requested that the FIFA DisCo open disciplinary proceedings against the original club and rendered its decision on 27 October 2016, sanctioning the original club. On 28 October and 8 December 2016, the player requested that the FIFA DisCo implement its sanctions on the original club. On 20 February 2017, the FIFA DisCo requested that the Polish MA deduct six points from the original club's first team. On 31 January 2017, the Polish MA informed the FIFA DisCo that the original club was undergoing a restructuring process to stabilize its financial position.

On 25 January 2018, the Polish MA informed FIFA that the original club was going to be disaffiliated soon. On 31 January 2018, the FIFA DisCo informed it had suspended the disciplinary proceedings against the original club. On 28 February 2018, the Polish MA confirmed that the original club was no longer affiliated to it. On 2 March 2018, the FIFA DisCo closed the disciplinary proceedings against the original club.

On 13 July 2022, the player requested that the FIFA DisCo open disciplinary proceedings against the club as the sporting successor of the original club. On 26 August 2022, the Polish MA submitted information to FIFA regarding the club and the original club. On 4 November 2022, the player submitted its comments regarding the possible sporting succession and his lack of awareness regarding the insolvency procedure against the original club. On 24 March 2023, the FIFA DisCo opened disciplinary proceedings against the club. On 13 April 2023, the FIFA DisCo rendered its decision and closed the disciplinary proceedings. On 5 May 2023, the FIFA DisCo notified its decision's grounds and found that the club is the original club's sporting successor and that the player had not acted with due diligence.

On 30 May 2023, the player filed an appeal with the CAS. On 21 August 2023, informed the player that his appeal was late as it had expired on 26 May 2023. As such, the player's appeal was inadmissible. On 20 October 2023, the Swiss Federal Tribunal dismissed the player's appeal and confirmed the CAS award.

On 24 July 2024, the player requested that the FIFA DisCo re-open the disciplinary proceedings against the club for failure to comply with the FIFA DRC decision. The player further submitted new allegations regarding the original club's insolvency procedure. On 1 August 2024, the player filed new evidence on the FIFA Legal Portal. On 27 August 2024, the FIFA DisCo closed the disciplinary proceedings under the FIFA DC arts. 30(7) and 71.

The player filed an appeal with CAS requesting that the sole arbitrator set aside the FIFA DisCo decision. The club and FIFA filed their respective answers requesting that the sole arbitrator confirm the FIFA DisCo decision.

## » CAS 2024/A/10867 Vladimir Milenkovic v. Bytomski Sport Polonia Bytom Sp. Z o. o. & FIFA

### MAIN LEGAL FINDINGS

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

#### Main issue n. 1

The sole arbitrator reasons that the FIFA judicial bodies do not deal with cases that have been previously subject to a final decision by another FIFA body involving the same party or parties and the same cause of action. As such, the claims in these cases are deemed inadmissible under the FIFA DC art. 30(7). Accordingly, this provision incorporates in FIFA proceedings the *res judicata* principle that means that a legal matter that has already been judged cannot be re-opened and re-litigated when a final decision on the same matter has been reached. It aims to preserve the legal certainty of decisions.

Moreover, the sole arbitrator reasons that the requirements for establishing *res judicata* are: (i) there must be a final decision by another FIFA body; (ii) the decision involves the same party or parties; and (iii) it involves the same cause of action.

The sole arbitrator notes that the dispute brought forth by the player meets the three-fold requirements for *res judicata*. As such, the player's claims are inadmissible.

The sole arbitrator decides that the player's request to the FIFA DisCo re-open the case is inadmissible under the FIFA DC art. 30.

#### Main issue n. 2

The sole arbitrator reasons that the FIFA DC art. 71 requires new facts or proof that could not have been produced sooner and timely filing within ten days of its discovery and one year of passing of the final decision to act as basis for a review request.

The sole arbitrator notes that the player did not present bona fide new evidence. In addition, the player filed his request for review beyond both the ten-day and the one-year time limits.

The sole arbitrator decides that the player does not have the right to review a final FIFA DisCo decision under the FIFA DC art. 71.

# CAS 2024/A/11090

## Emilio Nsue López v. FIFA

Reference number: [CAS 2024/A/11090](#)

Award date: 28 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT			RESPONDENT	
<b>Player</b> <b>Emilio Nsue López</b>	 Spain	 Equatorial Guinea	 <b>IF</b> <b>Fédération Internationale de Football Association (FIFA)</b>	 Switzerland
<b>LEGAL TEAM</b> <b>Paolo Torchetti</b>   Legal counsel in Toronto, Canada			<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA <b>Miguel Liétard</b>   Director of litigation <b>Carlos Schneider</b>   Director of judicial bodies	
<b>PANEL</b>	<b>President.</b> <b>Patrick Grandjean</b> Attorney-at-law in Belmont-sur-Lausanne, Switzerland		<b>Arbitrator.</b> <b>João Nogueira da Rocha</b> Attorney-at-law in Lisbon, Portugal	
			<b>Arbitrator.</b> <b>Kepa Larumbe</b> Attorney-at-law in Madrid, Spain	

**CATEGORY****Disciplinary****ISSUES**change of association; *locus standi*; sanction**RELEVANT RULES & REGULATIONS**FIFA DC; arts. 6, 19, 25  
FIFA RGAS; art. 5  
FIFA Statutes; art. 2**LANGUAGE**

English

**KEYWORDS**

eligibility; proportionality; standing to sue

**CASE LAW CITED**

- » **Sanction, deference:** CAS 2012/A/2762; CAS 2013/A/3139; CAS 2019/A/6239; CAS 2023/A/10223.
- » **Standing to appeal, legitimate interest:** ATF 137 II 40; ATF 137 I 296; ATF 137 I 23; SFT 4A\_134/2012.

**ORIGIN**

FIFA Judicial Bodies Appeal Committee, appeal

**Preliminary issue****Does the player have standing to sue after serving the sanction?**

Yes, the player has standing to sue after serving the sanction.

**Main issue****Does the sanction imposed on the player meet the proportionality test?**

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

**CAS 2024/A/11090**

Emilio Nsue López v. FIFA

**Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **14 March 2023:** disciplinary proceedings opened
- / **10 May 2024:** decision rendered
- / **29 May 2024:** grounds notified

**Before the FIFA Judicial Bodies  
Appeal Committee**

- / **17 October 2024:** decision rendered
- / **2 December 2024:** grounds notified

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

- / **11 February 2025:** Equatorial Guinea MA submitted application
- / **5 March 2025:** decision rendered

**Before the Court of Arbitration for  
Sport**

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## Background

The player represented Spain in youth categories from 2005 to 2011. On 23 February and 4 March 2013, the Equatorial Guinea MA informed FIFA that it requested from the Spanish MA that it released the player for him to play for its representative teams. On 7 March 2013, FIFA informed the Equatorial Guinea MA that the FIFA RGAS mandate that the FIFA PSC decides on the player's change of association. In addition, FIFA made it clear that the player could not represent any national team until the FIFA PSC processed the application.

On 24 March 2013, the player played his first official match for the Equatorial Guinea MA without FIFA approval for change of association. On 3 April 2013, FIFA opened disciplinary proceedings against the Equatorial Guinea MA. On 13 May 2013, the FIFA DisCo sanctioned the Equatorial Guinea MA for fielding an ineligible player. On 11 July 2013, the FIFA Appeal Committee confirmed the decision.

On 8 June 2013, the player made his second official appearance for the Equatorial Guinea MA. On 12 June 2023, FIFA opened disciplinary proceedings. On 19 July 2013, the FIFA DisCo sanctioned the Equatorial Guinea MA.

On 22 August 2013, the Equatorial Guinea MA submitted a request for a change of association of the player before the FIFA PSC. On 18 December 2013, FIFA denied the request.

On 16 November 2013, the Equatorial Guinea MA fielded the player for a friendly match. In addition, between 24 March 2013 and 28 January 2024, the player played for the Equatorial Guinea MA in 42 matches.

On 14 March 2023, FIFA opened disciplinary proceedings against the player and the Equatorial Guinea MA for potential breaches of the FIFA RGAS art. 5 and the FIFA DC art. 19. The FIFA DisCo rendered its decision on 10 May 2024, sanctioning the player. On 29 May 2024, the FIFA DisCo notified its decision's grounds.

The player appealed the FIFA DisCo decision before the FIFA Appeal Committee. On 17 October 2024, the FIFA Appeal Committee confirmed the FIFA DisCo decision. On 2 December 2024, the FIFA Appeal Committee notified its decision's grounds. The player served his sanction, a six-month ban, accordingly.

The player filed his appeal with CAS requesting that the panel set aside the FIFA Appeal Committee decision. FIFA filed its answer requesting that the panel confirm the FIFA Appeal Committee decision.

After filing his appeal and before FIFA filed its answer before CAS, the Equatorial Guinea MA applied to the FIFA PSC on 11 February 2025, seeking to change the player's association from the Spanish MA to the Equatorial Guinea MA. On 5 March 2025, the FIFA PSC rendered its decision, granted the Equatorial Guinea MA's request and authorized the player to represent its national team.

**CAS 2024/A/11090 Emilio Nsue López v. FIFA****Before the Court of Arbitration for Sport**

- / **22 December 2024:** player filed statement of appeal
- / **17 January 2025:** player filed appeal brief
- / **7 March 2025:** FIFA filed answer
- / **13 March 2025:** player requested to file submission
- / **1 April 2025:** panel constituted
- / **14 April 2025:** FIFA agreed
- / **25 April 2025:** player filed comments
- / **12 May 2025:** player filed comments
- / **14 May 2025:** FIFA filed commentss
- / **28 May 2025:** panel decided to hold online hearing
- / **6 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **6 June 2025:** player filed comments
- / **9 June 2025:** FIFA filed comments
- / **10 June 2025:** player requested to file submission
- / **12 June 2025:** request granted during hearing
- / **23 June 2025:** panel held online hearing
- / **28 July 2025:** panel issued award

## » CAS 2024/A/11090 Emilio Nsue López v. FIFA

### MAIN LEGAL FINDINGS

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

#### Preliminary issue

The panel reasons that an appellant must have a legally protected interest in the annulment of a contested decision. A legally protected interest consists of the practical benefit that the annulment of the decision would bring to the appellant. As such, it may be preventing the appellant from suffering harm of an economic, ideal, material or other nature caused by the contested decision. Moreover, the interest must be current both at the time the appellant files the appeal and that the body passes its judgment.

The panel reasons that the appeal is inadmissible when the appellant does not show a legally protected interest at the time of the appeal. However, the appeal becomes moot when the interest ceases to exist during the proceedings. Furthermore, an exception applies when the underlying dispute: (i) is likely to arise again at any time under identical or similar circumstances; (ii) its nature prevents it from being resolved before becoming moot; and (iii) there is sufficiently important public interest in resolving the legal question at issue.

The panel further reasons that a professional sportsperson may retain a legally protected interest in appealing a disciplinary sanction, even after having served it in full. In addition, the mere execution of the sanction does not render the appeal moot where tangible and reputational consequences persist or may arise in the future. Moreover, the record of a professional athlete is a key component of future proceedings, particularly on recidivism. A disciplinary sanction can have significant adverse effects on the reputation, image, and public perception of the athlete in high-profile international sport. It may affect sponsorship, endorsements, and public trust.

As such, the panel reasons that a successful appeal may serve to restore the athlete's good name and reinforce his professional integrity. In addition, the player may seek damages or other forms of redress from the relevant body or federation if the disciplinary measure is found to be unjustified.

The panel notes that that the player is a highly respected and accomplished athlete at the international and national levels. In addition, the player has served his sanction. However, the player has legal interest in appealing the decision.

The panel decides that the player has standing to sue after serving the sanction.

#### Main issue

The panel reasons that a football player cannot credibly assert to be incapable of understanding the applicable regulations governing the change of association or the content of the documents signed when approached by a member association that wishes the player to play for its representative teams. In addition, individuals who sign official documents bear the responsibility of understanding their scope and implications as part of the duty to exercise a minimum level of diligence, particularly in matters involving regulatory compliance at the international level.

**» CAS 2024/A/11090 Emilio Nsue López v. FIFA**

Moreover, the panel reasons that a CAS panel shall give a certain level of deference to decisions of sport governing bodies when reviewing disciplinary sanctions. Particularly, a CAS panel may review a disciplinary sanction when it is evidently and grossly disproportionate to the offense.

The panel further reasons that it is central to FIFA's mission to ensure strict eligibility rules. In addition, the FIFA Statutes emphasize its commitment to promote integrity, ethics and fair play. FIFA upholds these objectives by enforcing stringent requirements for any change of association. These eligibility criteria are vital for safeguarding the integrity and distinctive character of national team competitions. As such, any violation cannot be considered a minor infringement.

The panel notes that the player was ineligible to play for the Equatorial Guinea MA in 2013. He failed to verify this despite his duty of care and diligence. He went on to represent the Equatorial Guinea MA 42 times after that. As such, the six-month ban sanction is proportionate and appropriate.

The panel decides that the sanction imposed on the player meets the proportionality test.

# CAS 2024/A/11091

## FEGUIFUT v. FIFA

Reference number: [CAS 2024/A/11091](#)

Award date: 28 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Member Association</b> <b>Equatorial Guinean Football Association</b>	 Equatorial Guinea	 <b>IF</b> <b>Fédération Internationale de Football Association (FIFA)</b>	 Switzerland
<b>LEGAL TEAM</b> <b>Paolo Torchetti</b>   Legal counsel in Toronto, Canada		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA <b>Miguel Liétard</b>   Director of litigation <b>Carlos Schneider</b>   Director of judicial bodies	
<b>PANEL</b>	<b>President.</b> <b>Patrick Grandjean</b> Attorney-at-law in Belmont-sur-Lausanne, Switzerland	<b>Arbitrator.</b> <b>João Nogueira da Rocha</b> Attorney-at-law in Lisbon, Portugal	<b>Arbitrator.</b> <b>Kepa Larumbe</b> Attorney-at-law in Madrid, Spain

**CATEGORY****Disciplinary****ISSUES**change of association; *locus standi*; sanction**RELEVANT RULES & REGULATIONS**

FIFA DC; arts. 6, 19, 27  
 FIFA RGAS; art. 5  
 FIFA Statutes; art. 2  
 SSCP; art. 70

**LANGUAGE**

English

**KEYWORDS**

eligibility; proportionality; standing to be sued

**CASE LAW CITED**

- » **Locus standi, mandatory joinder:** SFT 4A\_548/2019; SFT 4A\_50/2019; CAS 2019/A/6348; CAS 2019/A/6351.
- » **Sanction, raison d'être:** CAS 2012/A/3032; CAS 2017/A/5227.
- » **Sanction, standing to be sued:** CAS 2008/A/1620; CAS 2012/A/3032; CAS 2017/A/5227; CAS 2017/A/5322.
- » **Standing to appeal, legitimate interest:** ATF 137 II 40; ATF 137 I 296; ATF 137 I 23; SFT 4A\_134/2012.

**ORIGIN**

FIFA Judicial Bodies Appeal Committee, appeal

**Main issue n.1**

**Are the Namibian MA and the Liberian MA mandatory respondents?**  
 Yes, the member associations are mandatory respondents.

**Main issue n.2**

**Does the sanction imposed on the member association meet the proportionality test?**  
 Yes, the sanction imposed on the member association meets the proportionality test.

## CAS 2024/A/11091

### FEQUFUT v. FIFA

#### Before the FIFA Judicial Bodies Disciplinary Committee

- / **14 March 2023:** disciplinary proceedings opened
- / **10 May 2024:** decision rendered
- / **29 May 2024:** grounds notified

#### Before the FIFA Judicial Bodies Appeal Committee

- / **17 October 2024:** decision rendered
- / **2 December 2024:** grounds notified

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

- / **11 February 2025:** member association submitted application
- / **5 March 2025:** decision rendered

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

- / **22 December 2024:** member association filed statement of appeal
- / **17 January 2025:** member association filed appeal brief
- / **7 March 2025:** FIFA filed answer
- / **1 April 2025:** panel constituted
- / **14 May 2025:** FIFA filed submission upon request
- / **28 May 2025:** panel decided to hold online hearing
- / **6 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **23 June 2025:** panel held online hearing
- / **28 July 2025:** panel issued award

## Background

A player represented Spain in youth categories from 2005 to 2011. On 23 February and 4 March 2013, the member association informed FIFA that it requested from the Spanish MA that it released the player for him to play for its representative teams. On 7 March 2013, FIFA informed the member association that the FIFA RGAS mandate that the FIFA PSC decides on the player's change of association. In addition, FIFA made it clear that the player could not represent any national team until the FIFA PSC processed the application.

On 24 March 2013, the player played his first official match for the member association without FIFA approval for change of association. On 3 April 2013, FIFA opened disciplinary proceedings against the member association. On 13 May 2013, the FIFA DisCo sanctioned the member association for fielding an ineligible player. On 11 July 2013, the FIFA Appeal Committee confirmed the decision.

On 8 June 2013, the player made his second official appearance for the member association. On 12 June 2023, FIFA opened disciplinary proceedings. On 19 July 2013, the FIFA DisCo sanctioned the member association.

On 22 August 2013, the member association submitted a request for a change of association of the player before the FIFA PSC. On 18 December 2013, FIFA denied the request.

On 16 November 2013, the member association fielded the player for a friendly match. In addition, between 24 March 2013 and 28 January 2024, the player played for the member association in 42 matches

On 14 March 2023, FIFA opened disciplinary proceedings against the player and the member association for potential breaches of the FIFA RGAS art. 5 and the FIFA DC art. 19. The FIFA DisCo rendered its decision on 10 May 2024, sanctioning the member association. On 29 May 2024, the FIFA DisCo notified its decision's grounds.

The member association appealed the FIFA DisCo decision before the FIFA Appeal Committee. On 17 October 2024, the FIFA Appeal Committee confirmed the FIFA DisCo decision. On 2 December 2024, the FIFA Appeal Committee notified its decision's grounds.

The member association filed its appeal with CAS requesting that the panel set aside the FIFA Appeal Committee decision. FIFA filed its answer requesting that the panel confirm the FIFA Appeal Committee decision.

After filing his appeal and before FIFA filed its answer before CAS, the member association applied to the FIFA PSC on 11 February 2025, seeking to change the player's association from the Spanish MA to the member association. On 5 March 2025, the FIFA PSC rendered its decision, granted the member association's request and authorized the player to represent its national team.

## » CAS 2024/A/11091 FEGUIFUT v. FIFA

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the member association is dismissed; (b) the FIFA Appeal 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 n. 1

The panel reasons that necessary joinder applies when two or more persons are in a legal relationship that calls for one single decision with effect for all of them in which case they must jointly appear as plaintiffs or be sued as joint defendants. As such, necessary joinder exists when several persons are collectively the holders or subjects of a single right, such that each party to the legal relationship cannot individually assert or modify it through legal proceedings, or be sued alone for such purposes.

In addition, the panel reasons that actions aimed at creating, modifying, or extinguishing a right must include in the proceedings all parties to the legal relationship concerned as it is essential that the proceedings conclude with a single judgment having *res judicata* effect on all of them. The lack of standing to sue or be sued is a matter of substantive law and not procedural objection. As such, it must be examined *ex officio*.

The panel further reasons that lack of standing, active or passive, result from when the necessary parties are not a party to the same proceedings. As such, it leads to the dismissal of the claim on the merits.

The panel notes that the FIFA Appeal Committee decision confirmed the FIFA Disciplinary Committee sanctioning of the member association. As such, it recognized that the Namibian MA and the Liberian MA as beneficiaries of the member association's forfeiture of the matches.

The panel decides that the Namibian MA and the Liberian MA are mandatory respondents.

#### Main issue n. 2

The panel reasons that a CAS panel shall give a certain level of deference to decisions of sport governing bodies when reviewing disciplinary sanctions. Particularly, a CAS panel may review a disciplinary sanction when it is evidently and grossly disproportionate to the offense.

The panel further reasons that it is central to FIFA's mission to ensure strict eligibility rules. In addition, the FIFA Statutes emphasize its commitment to promote integrity, ethics and fair play. FIFA upholds these objectives by enforcing stringent requirements for any change of association. These eligibility criteria are vital for safeguarding the integrity and distinctive character of national team competitions. As such, any violation cannot be considered a minor infringement.

The panel notes that the member association showed a systemic failure that establishes a history of repeated violations of eligibility rules, despite escalating disciplinary measures by FIFA. As such, the cumulative effect of persistent non-compliance and disregard for FIFA's authority must be considered. In addition, the financial sanction imposed on the member association is reasonable when in comparison to its financial data, access to resources and level of income.

The panel decides that the sanction imposed on the member association meets the proportionality test.

# TAS 2021/A/8364

## Marco Antonio Trovato Villalba v. FIFA

Reference number: [TAS 2021/A/8364](#)

Award date: 21 August 2025

Seat of arbitration: Lausanne, Switzerland



### CATEGORY

Disciplinary

### ISSUES

match-fixing; sanction

### RELEVANT RULES & REGULATIONS

CAS Code; art. R57

CEDH; art. 6

FIFA DC; arts. 18, 20, 35, 36

SCC; art. 8

### LANGUAGE

Spanish

### KEYWORDS

non-cooperation

### CASELAW CITED

- » **Burden of proof, allocation:** CAS 2019/A/6665; TAS 2022/A/9175-9176.
- » **CEDH, applicability:** CAS 2011/A/2384 & 2386; CAS 2011/A/2433; CAS 2015/A/4095; CAS 2015/A/4304.
- » **CEDH, de novo review:** CAS 2011/A/2362; CAS 2020/A/7129-7130; CAS 2020/A/7255.
- » **CEDH, due process:** ATF 127 III 429; SFT 4A\_488/2011; SFT 4A\_178/2014; SFT 4A\_644/2020; CAS 2010/A/2268; CAS 2011/A/2426; TAS 2011/A/2433; CAS 2015/A/4304; CAS 2016/A/4871; CAS 2017/A/5003; CAS 2022/A/8651.
- » **De novo review, limitation:** CAS 2010/A/2275; CAS 2016/A/4387.
- » **De novo review, procedural flaws:** CAS 2017/A/5127; CAS 2021/A/8058.
- » **Evidence, messages:** CAS 2014/A/3467.
- » **Investigation, duty to cooperate:** CAS 2014/A/3537; CAS 2017/A/5086.
- » **Match-fixing, requirements:** CAS 2017/A/5173.
- » **Match-fixing, standard of proof:** CAS 2011/A/2490; CAS 2014/A/3625; CAS 2016/A/4650; CAS 2018/A/5920.
- » **Sanction, deference:** CAS 2007/A/1217; CAS 2009/A/1817 & 1844; CAS 2012/A/2702; CAS 2012/A/2762; CAS 2012/A/2824; CAS 2014/A/3467; CAS 2017/A/5086; CAS 2018/A/5800; CAS 2022/A/8651; CAS 2022/A/9053.
- » **Sanction, discretion:** CAS 2010/A/2283; CAS 2011/A/2515; CAS 2011/A/2518; CAS 2011/A/2645; CAS 2015/A/3875; CAS 2020/A/761 [editor's note: it is likely that the panel intended to refer to CAS 2020/A/7061]; CAS 2022/A/9053.
- » **Sanction, proportionality:** CAS 2019/A/6219; CAS 2019/A/6344; CAS 2020/A/7611.
- » **Sanction, review:** CAS 2009/A/1817 & 1844; CAS 2012/A/2762; CAS 2013/A/3256; CAS 2015/A/4338; CAS 2016/A/4643; CAS 2017/A/5003; CAS 2017/A/5086; CAS 2018/A/5800; CAS 2020/A/7596; CAS 2022/A/8651.
- » **Standard of proof, comfortable satisfaction:** CAS 2014/A/3625; CAS 2016/A/4650; CAS 2018/A/5920.



### APPELLANT

#### Official

Marco Antonio Trovato Villalba



Paraguay

#### LEGAL TEAM

Nefer Ruiz Crespo | Attorney-at-law in Madrid, Spain

Sergio Sánchez Fernández | Attorney-at-law in Madrid, Spain

### RESPONDENT

IF  
Fédération  
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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.

Wouter Lambrecht | Attorney-at-law in Geneva, Switzerland

#### Arbitrator.

Jordi López Batet | Attorney-at-law in Barcelona, Spain

#### Arbitrator.

Miguel Cardenal Carro | Attorney-at-law in Madrid, Spain

### AD HOC CLERK

Adrián Hernández | Clerk in Lausanne, Switzerland

### ORIGIN

FIFA Judicial Bodies Appeal Committee, appeal

#### Main issue n.1

**Can a FIFA body violate ECHR art. 6 per se?**No, a FIFA body cannot violate the ECHR art. 6 per se as its decisions are potentially subject to *de novo* review by a CAS panel.

#### Main issue n.2

**Did the official violate his duty to cooperate?**

Yes, the official violated his duty to cooperate.

**TAS 2021/A/8364**

Marco Antonio Trovato Villalba v.  
FIFA

### Before the FIFA Judicial Bodies Disciplinary Committee

- / **11 March 2020:** disciplinary proceedings opened
- / **24 September 2020:** decision rendered
- / **21 October 2020:** grounds notified

### Before the FIFA Judicial Bodies Appeal Committee

- / **28 October 2020:** official filed appeal
- / **2 July 2021:** decision rendered
- / **22 September 2021:** grounds notified

### Before the Court of Arbitration for Sport

- / **30 September 2021:** official filed statement of appeal
- / **13 October 2021:** official requested evidence
- / **1 November 2021:** panel constituted
- / **15 November 2021:** FIFA objected request
- / **18 November 2021:** panel requested parties to complete Redfern schedule
- / **6 December 2021:** FIFA filed evidence upon request
- / **20 January 2022:** official filed appeal brief
- / **22 April 2022:** FIFA filed answer
- / **19 May 2022:** panel decided to hold in-person preliminary hearing
- / **1 June 2022:** panel held in-person preliminary hearing
- / **23 June 2022:** panel issued instructions
- / **15 July 2022:** official filed comments
- / **15 July 2022:** FIFA filed comments
- / **22 July 2022:** FIFA filed requested evidence
- / **13 September 2022:** panel issued instructions
- / **16 September 2022:** official filed evidence upon request
- / **26 September 2022:** FIFA filed comments
- / **27 September 2022:** official filed comments
- / **10 October 2022:** FIFA filed evidence upon request

Continued next page

## Background

On 7 January 2020, the Paraguayan member association received a complaint that the official had engaged in match-fixing conducts. The complaint included, *inter alia*, several WhatsApp messages with another person. On 10 January 2020, the Paraguayan member association sent the complaint to FIFA, requiring assistance. On 14 January 2020, the official filed a complaint before FIFA due to date protection violation.

On 11 March 2020, the FIFA DisCo opened disciplinary proceedings against the official and required the official's cooperation. On 12 March 2020, the official replied to the FIFA DisCo's letter, stating that it was not feasible for him to comply with the request to cooperate and the official suggested other possibilities to comply with the required cooperation. On 17 March 2020, the FIFA DisCo general secretariat reiterated its request and informed the official about his duty to cooperate under the FIFA DC.

On 18 March 2020, FIFA received a letter from a Paraguayan public notary that stated that the official had delivered his phone. On 20 March 2020, the official sent a letter to FIFA confirming that information. On 20 March 2020, the FIFA DisCo general secretariat sent a second evidence request to the official. On 24 March 2020, the official communicated with the FIFA DisCo to request access to evidence and the suspension of the proceedings due to the Covid-19 PHEIC. On the same date, the official filed his defense. On 9 and 30 April 2020, the official filed new evidence, including an expert report. On 30 April 2020, the FIFA DisCo general secretariat reiterated its request. On 11 May 2020, the official filed comments.

On 19 May 2020, the official's lawyer stated it she had in her possession the official's phone and that she was available to deliver it to FIFA in Zurich. On 20 May 2020, FIFA DisCo general secretariat sent a letter to the official, *inter alia*, reiterating its request. On 29 May 2020, the official stated that he had sent his phone to FIFA via DHL due to travel restrictions. On 3 June 2020, the FIFA DisCo general secretariat confirmed that it had received the official's phone.

On 15 June 2020, the FIFA DisCo general secretariat sent the official's phone to analysis. On 19 June 2020, the FIFA DisCo requested the PIN code for the official's phone. On 24 June 2020, the FIFA DisCo general secretariat sent a letter to the official stating that it had received further evidence and reiterated its request. On 25 June 2020, the official sent two possible PIN codes, stating that he was not sure of it as he only used facial recognition to access his phone. On 29 June 2020, the official filed comments regarding the evidence.

On 1 July 2020, the official filed new evidence, particularly regarding a criminal proceeding in Paraguay relating to cloned SIM cards which included his phone. On 3 July 2020, the FIFA DisCo general secretariat reiterated the official's duty to cooperate, that the PIN codes he had provided proved insufficient, and requested that he facilitated access to his phone. On 7 July 2020, the official filed comments. On 21 July 2020, the FIFA DisCo included a potential violation of the FIFA DC art. 20 to

**TAS 2021/A/8364****Marco Antonio Trovato Villalba v. FIFA****Continued:** before the Court of Arbitration for Sport

- / **20 October 2022:** panel issued instructions
- / **27 October 2022:** official filed comments
- / **31 October 2022:** FIFA filed comments
- / **16 December 2022:** panel issued instructions
- / **22 December 2022:** official filed comments
- / **18 January 2023:** FIFA filed comments
- / **7 February 2023:** panel issued instructions
- / **13 February 2023:** official filed comments
- / **23 February 2023:** FIFA filed comments
- / **24 May 2023:** panel issued instructions
- / **9 June 2023:** official filed comments
- / **12 June 2023:** FIFA filed comments
- / **21 August 2023:** FIFA filed comments
- / **21 August 2023:** official filed comments
- / **29 September 2023:** panel issued instructions
- / **6 November 2023:** panel issued instructions
- / **5 December 2023:** FIFA filed comments
- / **12 February 2024:** panel issued instructions
- / **22 March 2024:** expert conducted evidence analysis
- / **8 April 2024:** official filed comments
- / **29 April 2024:** panel decided to hold in-person hearing
- / **6 May 2024:** FIFA filed comments
- / **22 May 2024:** panel requested parties to complete Redfern schedule
- / **23 May 2024:** official completed Redfern schedule
- / **29 May 2024:** *ad hoc* clerk appointed
- / **30 May 2024:** FIFA completed Redfern schedule
- / **26 June 2024:** official filed comments
- / **26 June 2024:** FIFA filed comments
- / **3 July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **4 July 2024:** panel issued instructions
- / **5 July 2024:** official filed comments
- / **5 July 2024:** FIFA filed comments
- / **8 July 2024:** FIFA filed comments
- / **9 July 2024:** panel issued instructions
- / **11-12 July 2024:** panel held two-day hybrid hearing
- / **17 September 2024:** official filed post-hearing brief
- / **20 September 2024:** FIFA filed post-hearing brief
- / **21 August 2025:** panel issued award

the official's charges. On 3 August 2020, the official filed his defense regarding it.

On 25 August 2020, the FIFA DisCo received the analysis report of the official's phone. On 28 August 2020, the FIFA DisCo shared it with the official. On 12 September 2020, the official filed comments and new evidence. On 24 September 2020, the FIFA DisCo rendered its decision, sanctioning the official. On 28 September 2020, the official requested the decision's grounds. On 21 October 2020, the FIFA DisCo notified its decision's grounds. On 22 October 2020, the official expressed his intentions to appeal the decision.

On 28 October 2020, the official filed his appeal before the FIFA Appeal Committee. On 23 November 2020, the FIFA Appeal Committee general secretariat informed the official that the FIFA Appeal Committee decided to submit the complainant's phone to analysis. On 2 December 2020, the official requested information. On 24 December 2020, the FIFA Appeal Committee general secretariat answered the official's request for information. On 10 February 2021, the FIFA Appeal Committee received the complainant's phone analysis report. On 16 February 2021, the FIFA Appeal Committee shared it with the official. On 2 March 2021, the official filed comments and new evidence. On 14 April 2021, the FIFA Appeal Committee received a complementary report based on the official's comments and new evidence.

On 28 April 2021, the official filed comments. On 19 May 2021, the official filed new comments and requests. On 31 May 2021, the FIFA Appeal Committee accepted the official's request for a hearing. On 22 June 2021, the FIFA Appeal Committee held an online hearing. On 2 July 2021, the FIFA Appeal Committee rendered its decision, confirming the FIFA DisCo's decision. On 22 September 2021, the FIFA Appeal Committee notified its decision's grounds.

On 16 November 2021, the Paraguayan journalist Mr. Mike Silvero published the book "Santo y Señá". According to the back cover of the book, *inter alia*, it "reviews all existing documentation that justifies FIFA's decision' in the proceedings against the Appellant".

The official filed his appeal with CAS requesting that the panel set aside the FIFA Appeal Committee decision. FIFA filed its answer requesting that the panel confirm the FIFA Appeal Committee decision.

## » TAS 2021/A/8364 Marco Antonio Trovato Villalba v. FIFA

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the official is dismissed; (b) the FIFA Appeal Committee decision is confirmed; (c) the costs of the arbitration are borne by the official; and (d) each party shall bear its own legal fees and other expenses.

#### Main issue n. 1

The panel reasons that the obligations set out in the ECHR are imposed on states for the benefit of private individuals, partly as a safeguard against state power. *A priori*, the ECHR should not be directly applicable in proceedings before CAS due to its private nature. However, it must be considered by an arbitral tribunal at least as indirectly applicable.

Moreover, the panel reasons that the ECHR art. 6(1) includes procedural rights applicable in both criminal and civil proceedings and must be considered by an arbitral tribunal as part of Swiss public policy. In addition, there is no violation of the ECHR art. 6 by the previous body if a party has access to a court with the authority to conduct a full judicial review, as a CAS panel has with its *de novo* review powers.

The panel notes that a FIFA's body lacks competence equivalent to a court or arbitral tribunal. As such, its bodies are more analogous to administrative tribunals and cannot violate the ECHR art. 6 safeguards if there is recourse available to CAS as an adjudicating entity with the competence to conduct a full review.

The panel decides that a FIFA body cannot violate the ECHR art. 6 *per se* as its decisions are potentially subject to *de novo* review by a CAS panel.

#### Main issue n. 2

The panel reasons that sports governing bodies have limited investigative powers and must rely on cooperation rules to clarify facts and hold accountable those who violate the ethical standards of these bodies. These rules are essential to maintaining the image, integrity, and stability of sport as sports governing bodies do not hold the same powers as public authorities in investigating non-compliance.

As such, the panel reasons that sports governing bodies may establish rules in their respective ethical and disciplinary codes that require witnesses and parties to cooperate in investigations and proceedings. Furthermore, sports governing bodies may impose sanctions in case of non-compliance.

The panel notes that the official did not behave accordingly to his duties to cooperate with FIFA as per FIFA DC art. 20. The official had ample opportunities to act in accordance with his obligations by assisting in clarifying the facts under investigation, which he failed to do.

The panel decides that the official violated his duty to cooperate.

# CAS 2025/A/11481

## Sport Club Kfar Kasem v. FIFA

Order on Request for Stay n° 1

Reference number: [CAS 2025/A/11481](#)

Award date: 2 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Sport Club Kfar Kasem	 Israel	 <b>IF</b> Fédération Internationale de Football Association (FIFA)	 Switzerland
<b>LEGAL TEAM</b> Boro Rajić   Attorney-at-law in Split, Croatia		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard   Director of litigation	
<b>SOLE ARBITRATOR</b>		Lars Hilliger   Attorney-at-law in Copenhagen, Denmark	

### CATEGORY

Procedural

### ISSUES

provisional measure

### RELEVANT RULES & REGULATIONS

CAS Code; art. R37

### LANGUAGE

English

### KEYWORDS

irreparable harm test; request for stay

### CASE LAW CITED

- » **Irreparable harm, requirements:** CAS 2014/A/3642; CAS 2014/A/3756.
- » **Request for stay, requirements:** CAS 2001/A/324; CAS 2002/A/378; CAS 2003/O/486; CAS 2004/A/708-709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370-7376.



### 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/11481****Sport Club Kfar Kasem v. FIFA**

Order on Request for Stay n° 1

**Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **12 February 2025:** disciplinary proceedings opened
- / **14 March 2025:** decision rendered
- / **8 May 2025:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **27 May 2025:** club filed statement of appeal
- / **27 May 2025:** club requested stay
- / **16 June 2025:** FIFA objected
- / **26 June 2025:** sole arbitrator appointed
- / **26 June 2025:** sole arbitrator issued operative part
- / **2 September 2025:** sole arbitrator issued order

## Background

On 6 November 2024, the FIFA DRC rendered a decision regarding an employment-related dispute between the club and a player, deciding that the club should pay to the player outstanding remuneration plus interest rate until its effective payment. On 15 January 2025, the FIFA DisCo implemented a ban from registering new players on the club due to its failure to comply with the FIFA DRC decision.

On 9 February 2025, the Israel MA informed FIFA that the club allegedly registered four players on loan during the imposed registration ban and that the Israel MA had not been aware of such a ban beforehand due to a technical error. As such, it requested that FIFA postpone the start date of the registration ban to 9 February 2025.

On 10 February 2025, the player confirmed that he had received the amounts due by the club in accordance with the FIFA DRC decision. On the same date, the FIFA DisCo informed the Israel MA that the original registration ban implemented had been lifted. The FIFA DisCo further highlighted that the club had been prohibited from registering new players, both internationally and nationally, between 15 January 2025 and 10 February 2025 and directed that previously submitted transfer instructions in this period be cancelled. As such, it rejected the Israel MA's request to postpone the start date of the registration ban to 9 February 2025.

On 12 February 2025, the FIFA DisCo opened disciplinary proceedings against the club and the Israel MA for potential breach of the FIFA DC art. 21 for not complying with the FIFA DisCo decision that implemented the ban on registering new players. On 14 March 2025, the FIFA DisCo rendered its decision and sanctioned both the club and the Israel MA. On 8 May 2025, the FIFA DisCo notified its decision's grounds.

The club filed its appeal with CAS requesting provisional measures. FIFA filed its answer to the club's request for stay, objecting to it.

## » CAS 2025/A/11481 Sport Club Kfar Kasem v. FIFA

### Order on Request for Stay n° 1

#### MAIN LEGAL FINDINGS

The sole arbitrator decided that the request for provisional measure filed by the club is dismissed.

#### Main issue

The sole arbitrator 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 applicant must meet cumulatively all three requirements under the irreparable harm test, likelihood of success test, and balance of interests test. In addition, the applicant has the burden of proof when requesting a provisional measure.

Moreover, the sole arbitrator 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. General allegations of potential harm do not suffice to establish irreparable harm.

The sole arbitrator notes that the club failed to substantiate any actual harm that might arise to it if the request was not granted. In addition, the club failed to submit any evidence to support its argument. The club merely referred to the fact that a registration ban is one of the heaviest sanctions to be imposed on a football club and that it would be unable to register any player for that time. As such, it would undermine the club's ability to compete, potentially resulting in the loss of competitiveness and even relegation to the lower stage of the competition.

Furthermore, the sole arbitrator notes that the club's submission regarding irreparable harm cannot be accorded sufficient weight to allow the granting of the requested provisional measures. In addition, the fact that denying the request stay makes the club serve the sanction before the appeal is adjudicated and potentially rendering the appeal redundant is not considered decisive in this regard.

The sole arbitrator decides the club does not meet the requirements for the grant of a stay.

# CAS 2025/A/11481

## Sport Club Kfar Kasem v. FIFA

Order on Request for Stay n° 2

Reference number: [CAS 2025/A/11481](#)

Award date: 2 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club Sport Club Kfar Kasem</b>	 Israel	 <b>IF Fédération Internationale de Football Association (FIFA)</b>	 Switzerland
<b>LEGAL TEAM</b> Boro Rajić   Attorney-at-law in Split, Croatia		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard   Director of litigation	

<b>SOLE ARBITRATOR</b>	Lars Hilliger   Attorney-at-law in Copenhagen, Denmark
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### CATEGORY

Procedural

### ISSUES

provisional measure

### RELEVANT RULES & REGULATIONS

CAS Code; art. R37

### LANGUAGE

English

### KEYWORDS

irreparable harm test; request for stay

### CASE LAW CITED

- » **Irreparable harm, requirements:** CAS 2014/A/3642; CAS 2014/A/3756.
- » **Request for stay, requirements:** CAS 2001/A/324; CAS 2002/A/378; CAS 2003/O/486; CAS 2004/A/708-709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370-7376.



### 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/11481****Sport Club Kfar Kasem v. FIFA**

Order on Request for Stay n° 2

**Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **12 February 2025:** disciplinary proceedings opened
- / **14 March 2025:** decision rendered
- / **8 May 2025:** grounds notified

**Before the Court of Arbitration for Sport**

- / **27 May 2025:** club filed statement of appeal
- / **27 May 2025:** club requested stay
- / **16 June 2025:** FIFA objected
- / **16 June 2025:** club filed appeal brief
- / **26 June 2025:** sole arbitrator appointed
- / **26 June 2025:** request for stay denied
- / **22 July 2025:** FIFA filed answer
- / **30 July 2025:** sole arbitrator decided to hold online hearing
- / **12 August 2025:** club requested stay
- / **19 August 2025:** club filed comments
- / **22 August 2025:** FIFA objected
- / **2 September 2025:** sole arbitrator issued order n° 1
- / **2 September 2025:** sole arbitrator issued order n° 2

**Background**

On 6 November 2024, the FIFA DRC rendered a decision regarding an employment-related dispute between the club and a player, deciding that the club should pay to the player outstanding remuneration plus interest rate until its effective payment. On 15 January 2025, the FIFA DisCo implemented a ban from registering new players on the club due to its failure to comply with the FIFA DRC decision.

On 9 February 2025, the Israel MA informed FIFA that the club allegedly registered four players on loan during the imposed registration ban and that the Israel MA had not been aware of such a ban beforehand due to a technical error. As such, it requested that FIFA postpone the start date of the registration ban to 9 February 2025.

On 10 February 2025, the player confirmed that he had received the amounts due by the club in accordance with the FIFA DRC decision. On the same date, the FIFA DisCo informed the Israel MA that the original registration ban implemented had been lifted. The FIFA DisCo further highlighted that the club had been prohibited from registering new players, both internationally and nationally, between 15 January 2025 and 10 February 2025 and directed that previously submitted transfer instructions in this period be cancelled. As such, it rejected the Israel MA's request to postpone the start date of the registration ban to 9 February 2025.

On 12 February 2025, the FIFA DisCo opened disciplinary proceedings against the club and the Israel MA for potential breach of the FIFA DC art. 21 for not complying with the FIFA DisCo decision that implemented the ban on registering new players. On 14 March 2025, the FIFA DisCo rendered its decision and sanctioned both the club and the Israel MA. On 8 May 2025, the FIFA DisCo notified its decision's grounds.

The club filed its appeal with CAS requesting provisional measures twice. FIFA filed its answer to the club's request for stay, objecting to it.

## » CAS 2025/A/11481 Sport Club Kfar Kasem v. FIFA

### Order on Request for Stay n° 2

#### MAIN LEGAL FINDINGS

The sole arbitrator decided that the request for provisional measure filed by the club is dismissed.

#### Main issue

The sole arbitrator 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 applicant must meet cumulatively all three requirements under the irreparable harm test, likelihood of success test, and balance of interests test. In addition, the applicant has the burden of proof when requesting a provisional measure.

Moreover, the sole arbitrator 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. General allegations of potential harm do not suffice to establish irreparable harm.

The sole arbitrator notes that the club failed to substantiate any actual harm that might arise to it if the request was not granted. In addition, the club failed to submit any evidence to support its argument. The club merely referred to the fact that a registration ban is one of the heaviest sanctions to be imposed on a football club and that it would be unable to register any player for that time. As such, it would undermine the club's ability to compete, potentially resulting in the loss of competitiveness and even relegation to the lower stage of the competition.

In addition, the sole arbitrator notes that the Israel MA letter provided by the club only refers in general terms to a situation in which the club may be unable to field enough players for competition, without specifying a concrete and actual risk to the club or to justify it with any evidence. The squad is not remarkably small or composed in a manner that would automatically cause material problems as to the number of eligible players based on the information filed by the club as to its current number of players in its squad.

As such, the sole arbitrator notes that the club's submission regarding irreparable harm cannot be accorded sufficient weight to allow the granting of the requested provisional measures. Furthermore, the eventual timing of the issuing of the operative part of this order cannot be considered decisive.

The sole arbitrator decides the club does not meet the requirements for the grant of a stay.

**FIFA**<sup>®</sup>

Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

# FIFA Clearing House



# CAS 2023/A/10041

## FC Noah v. Fédération Internationale de Football Association

Reference number: [CAS 2023/A/10041](#)

Award date: 28 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club FC Noah</b>	 Armenia	 <b>IF Fédération Internationale de Football Association (FIFA)</b>	 Switzerland
<b>LEGAL TEAM</b> <b>Javier Ferrero Muñoz</b>   Attorney-at-law in Madrid, Spain <b>Juan Alfonso Prieto Huang</b>   Attorney-at-law in Madrid, Spain		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA <b>Miguel Liétard</b>   Director of litigation	
<b>SOLE ARBITRATOR</b>		<b>Mark Hovell</b>   Solicitor in Manchester, United Kingdom	

**CATEGORY**

Clearing House

**ISSUES***locus standi***RELEVANT RULES & REGULATIONS**

CAS Code; arts. R48, R56  
 FIFA CHR; arts. 9, 15  
 Swiss Constitution; art. 29(1)

**LANGUAGE**

English

**KEYWORDS**

EPP; referral; standing to be sued

**CASE LAW CITED**

- » **Locus standi, mandatory joinder:** CAS 2023/A/9940 & 9941; CAS 2023/A/9730.
- » **Request for relief, locus standi:** CAS 2023/A/10002.

**ORIGIN**

FIFA Clearing House, appeal

**Main issue**

**Is the club entitled to training compensation in accordance with the EPP a mandatory respondent to the appeal proceedings?**

No, the club entitled to training compensation is not a mandatory respondent for the sole arbitrator to refer the case back to FIFA.

**CAS 2023/A/10041**

FC Noah v. Fédération Internationale de Football Association

**Before the Court of Arbitration for Sport**

- / **10 October 2023:** club filed statement of appeal
- / **25 October 2023:** proceedings suspended upon agreement
- / **5 June 2024:** proceedings resumed upon request
- / **10 July 2024:** club filed appeal brief
- / **23 July 2024:** sole arbitrator appointed
- / **31 July 2024:** club challenged sole arbitrator
- / **5 August 2024:** sole arbitrator stepped down
- / **8 August 2024:** sole arbitrator appointed
- / **31 January 2025:** FIFA filed answer
- / **11 February 2025:** sole arbitrator decided not to hold hearing
- / **11 February 2025:** 2<sup>nd</sup> round submission granted upon request
- / **10 March 2025:** club filed submission
- / **13 March 2025:** FIFA filed submission
- / **17 March 2025:** club filed comments
- / **1 April 2025:** CAS Court Office forwarded order of procedure to the parties
- / **4 August 2025:** sole arbitrator issued award

**Background**

On 14 February 2023, a player and a Russian club mutually terminated their employment contract pursuant to a settlement agreement according to which the player agreed to compensate the Russian club for the early termination. The settlement agreement included reference that the Russian club would not claim any training compensation from the player's future club. On 16 February 2024, the club paid the Russian club the agreed compensation on the player's behalf.

On 17 February 2023, the Russian club de-registered the player via the FIFA TMS. On 21 February 2023, the club entered transfer instructions to engage the player on a permanent basis and included proof in Russian that the Russian club had waived its rights to training rewards. On the same date, the Armenian MA requested the player's ITC from the Russian MA. On 22 February 2023, the Russian MA delivered the player's ITC to the Armenian MA. On 23 February 2023, the Armenian MA confirmed receipt of the player's ITC and completed the player's registration with the club.

FIFA initiated the generation of a provisional EPP in TMS. FIFA generated the player's provisional EPP on 23 February 2023, releasing it for review on 6 March 2023. FIFA invited the Russian club to participate the process. On 7 March 2023, the Armenian MA submitted the player's proof of registration and employment contract with the club in its original language. On 17 March 2023, FIFA moved the EPP into validation.

On 17 July 2023, FIFA requested the club to submit any documentation related to training compensation claims, including waivers. On 10, 18 and 23 August 2023 FIFA sent reminders to the club. On 19 September 2023, FIFA changed the EPP status to validated. The FIFA General Secretariat issued the determination on the EPP, finding that the club was required to pay training compensation to the training clubs of the player, including the Russian club.

On 3 October 2023, the club contacted FIFA. The club highlighted that the Russian club had waived its entitlement to training compensation and provided supporting evidence, which included a translation of the waiver contained in the settlement agreement between the Russian club and the player as well as a further email from the Russian club confirming that it would not claim training compensation.

On 6 October 2023, FIFA informed the club that the decision was final and subject to a further appeal before CAS. In addition, it informed that the club and the Russian club were not prevented from agreeing on the partial or total reimbursement of the amounts paid via the FIFA Clearing House to guarantee that no circumvention of the FIFA CHR occurs and that the objectives of the system are complied with.

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 confirm the FIFA Clearing House decision.

## » CAS 2023/A/10041 FC Noah 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 equally by the parties; 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 any other club entitled to training rewards in accordance with the EPP as a respondent in its appeal. In addition, FIFA did not request to join any other club entitled to training rewards to the appeals proceeding. Furthermore, no other club entitled to training rewards requested to intervene in the appeals proceeding.

As such, the sole arbitrator notes that he cannot request any club entitled to training rewards about any evidence that the parties have produced during the appeals proceedings, including the Russian club. However, FIFA can make these enquiries to any club entitled to training rewards if the sole arbitrator refers the matter back to FIFA as it can decide whether it should issue a fresh decision concerning which entity, if any, is entitled to the training rewards for the contested period, including training compensation.

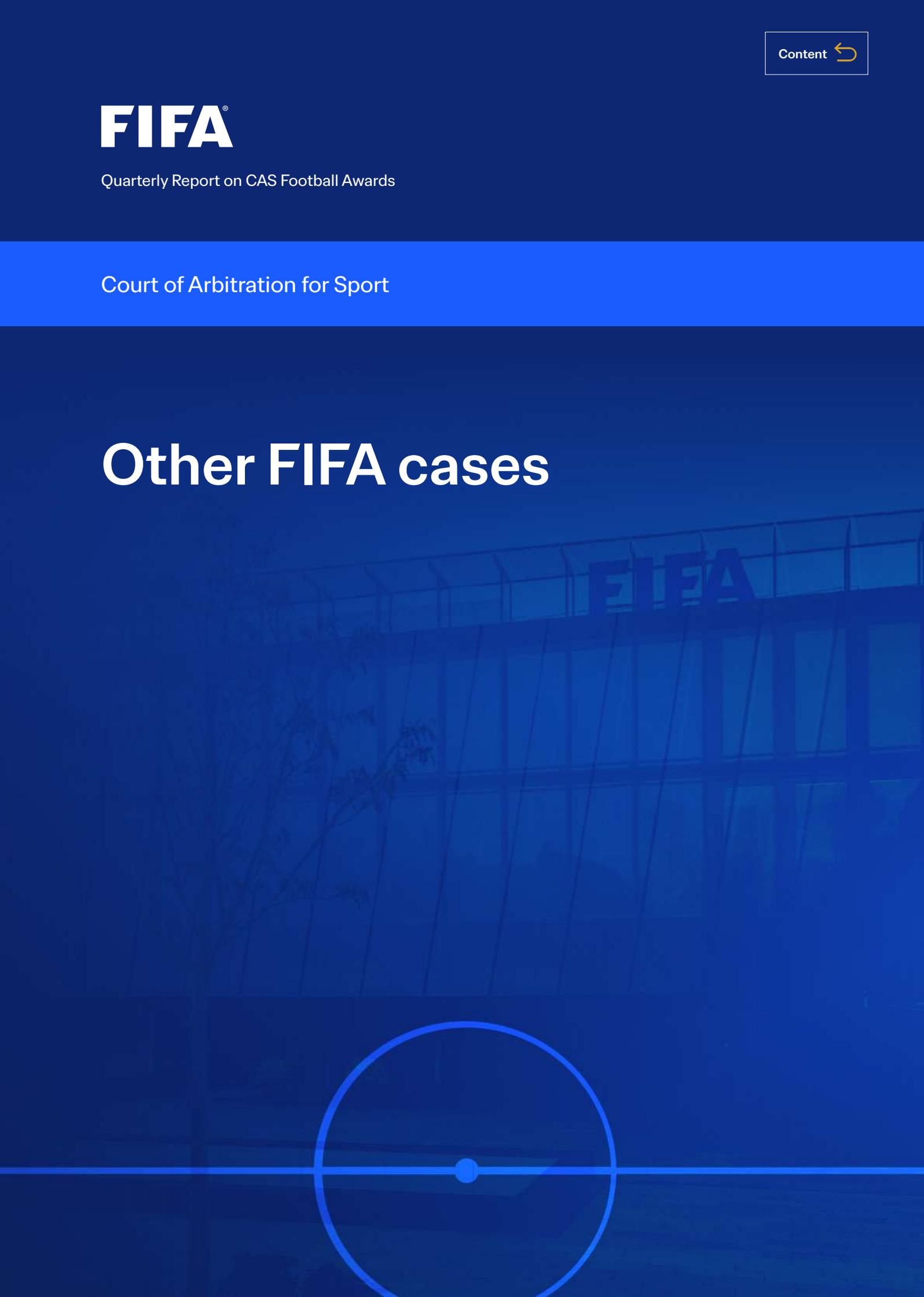
The sole arbitrator decides that any other club entitled to training compensation in accordance with the EPP is not a mandatory respondent for the sole arbitrator to refer the case back to FIFA, despite the club's right to be heard in CAS not having been respected.

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## Other FIFA cases



# CAS 2025/A/11173

## Tullio Tinti v. FIFA

Reference number: [CAS 2025/A/11173](#)

Award date: 1 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Agent</b> <b>Tullio Tinti</b>	 Italy	 <b>IF</b> <b>Fédération Internationale de Football Association (FIFA)</b>	 Switzerland
<b>LEGAL TEAM</b> <b>Antonio Rigozzi</b>   Attorney-at-law in Geneva <b>Patrick Pithon</b>   Attorney-at-law in Geneva <b>Gian Pietro Bianchi</b>   Attorney-at-law in Milan, Italy <b>Sara Agostini</b>   Attorney-at-law in Milan, Italy <b>Lorenzo Viaggio</b>   Attorney-at-law in Milan, Italy <b>Enzo Morelli</b>   Attorney-at-law in Milan, Italy		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA <b>Miguel Liétard</b>   Director of litigation <b>Alexander Jacobs</b>   Senior legal counsel	

PANEL	President.	Arbitrator.	Arbitrator.
	<b>Rui Botica Santos</b> Attorney-at-law in Lisbon, Portugal	<b>Giulio Palermo</b> Attorney-at-law in Geneva, Switzerland	<b>Jan Räker</b> Attorney-at-law in Stuttgart, Germany

**CATEGORY**

Procedural

**ISSUES**

provisional measure

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R37

**LANGUAGE**

English

**KEYWORDS**

irreparable harm test; request for stay

**CASE LAW CITED**

- » **Irreparable harm, financial damages:** CAS 2020/A/6796.
- » **Irreparable harm, reputational damages:** TAS 2021/A/7723; TAS 2022/A/9315; CAS 2023/A/10081.
- » **Irreparable harm, requirements:** CAS 2007/A/1198.
- » **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.

**ORIGIN**

FIFA General Secretariat, appeal

**Main issue**

**Does the agent meet the requirements for the grant of a stay?**  
 No, the agent does not meet the requirements.

**CAS 2025/A/11173**

Tullio Tinti v. FIFA

**Before the Court of Arbitration for Sport**

- / **5 February 2025:** agent filed statement of appeal
- / **17 March 2025:** agent filed appeal brief
- / **8 May 2025:** FIFA filed answer
- / **9 May 2025:** panel constituted
- / **22 May 2025:** agent requested stay
- / **29 May 2025:** FIFA objected
- / **30 May 2025:** panel issued operative part
- / **1 July 2025:** panel issued order

## Background

On 21 September 2012, the Italian MA Disciplinary Committee sanctioned the agent for violation of the Italian Sports Justice Code arts. 1 and 9. In 2015, the agent resumed his activities as a licensed agent in Italy. On 2 September 2023, FIFA issued a license to the agent in accordance with the FIFA FAR art. 23. On 25 October 2023, the Italian MA updated its eligibility requirements for agents. In addition, the Italian MA provided an update regarding the agent status, including a request for evaluation on his compliance with the FIFA FAR art. 5.1(a)(iii) criteria.

On 14 October 2024, the FIFA Agents Department submitted a request for information to the agent to verify his compliance with the eligibility criteria under FIFA FAR. On 31 October 2024, the agent provided his position with supporting evidence. On 16 January 2025, the FIFA General Secretariat issued its decision, provisionally suspending the agent's license. FIFA notified the decision to the agent on 16 January 2025.

The agent filed his appeal with CAS requesting, *inter alia*, that the panel stay the FIFA General Secretariat decision. FIFA filed its answer objecting to the agent's request for stay.

## » CAS 2025/A/11173 Tullio Tinti v. FIFA

### MAIN LEGAL FINDINGS

The panel decided that the request for stay filed by the agent is dismissed.

#### Main issue

The panel reasons 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 applicant must meet cumulatively all three requirements under the irreparable harm test, likelihood of success test, and balance of interests test. In addition, the applicant has the burden of proof when requesting a provisional measure. As such, 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. Particularly, the applicant must prove that the harm cannot be remedied by compensation or reversed should the appeal succeed. Meanwhile, 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. Furthermore, 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.

The panel notes that the agent has not established a case of irreparable harm under the present circumstances on a *prima facie* basis. The potential loss of opportunities does not meet the required threshold as financial or economic loss is not generally considered to constitute irreparable harm. Particularly, the agent failed to demonstrate with concrete evidence that his license's suspension results in irreparable harm to himself or his clients. Moreover, the agent operates within an agency structure that includes other licensed agents that could allow continuity of client representation during his provisional suspension.

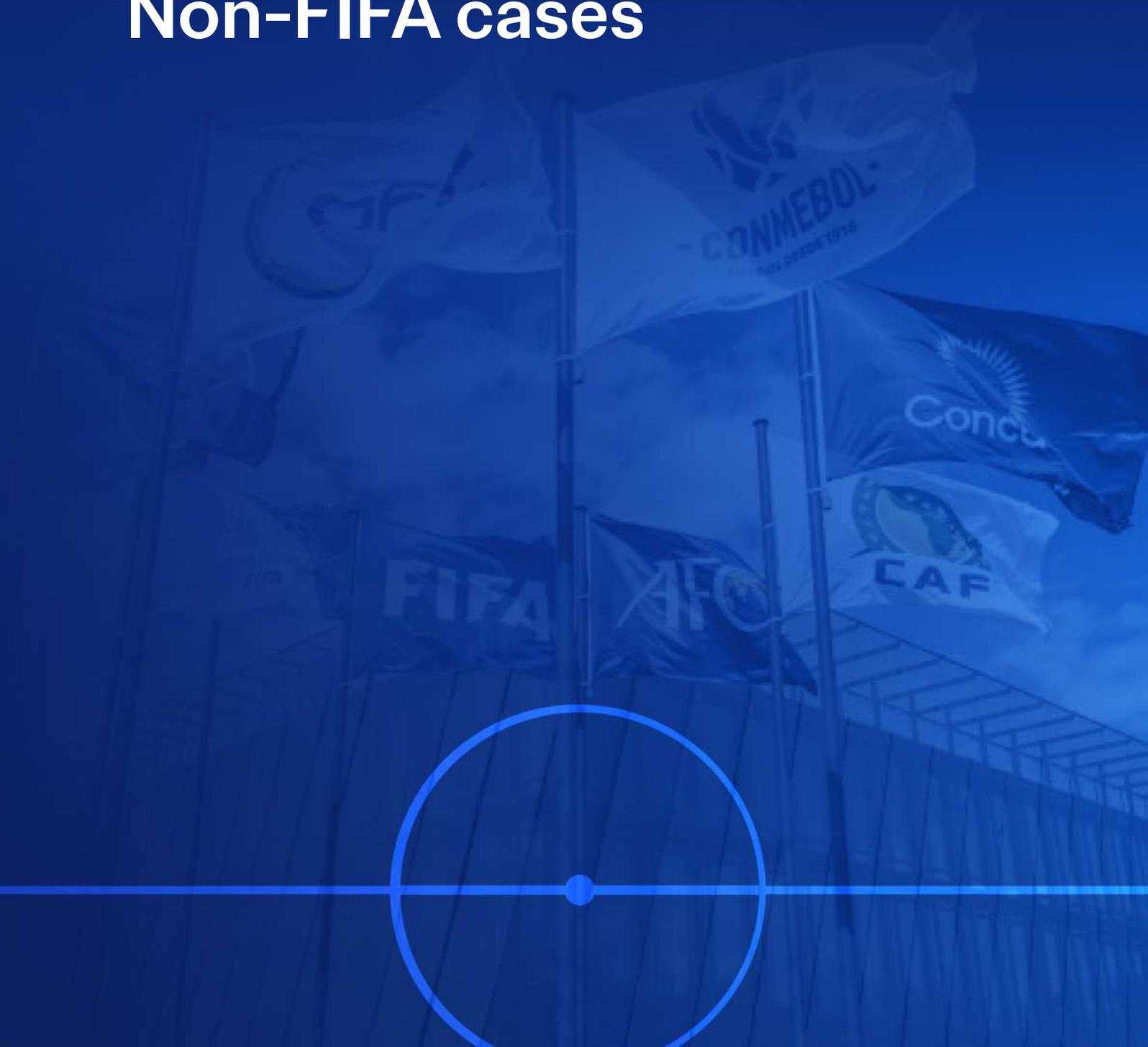
The panel decides that the agent does not meet the requirements for the grant of a stay.

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## Non-FIFA cases



# TAS 2024/A/10461

## Club Social y Deportivo Colo Colo v. Asociación Nacional de Fútbol Profesional

Reference number: [TAS 2024/A/10461](#)

Award date: 28 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Club Social y Deportivo Colo Colo	 Chile	 <b>League</b> Asociación Nacional de Fútbol Profesional (ANFP)	 Chile
<b>LEGAL TEAM</b> Iñigo de Lacalle Baigorri   Attorney-at-law in Madrid, Spain Mirko Villarroel Contreras   Attorney-at-law in Santiago, Chile		<b>LEGAL TEAM</b> Jacques Blondin   Attorney-at-law in Zurich, Switzerland Saverio P. Spera   Attorney-at-law in Zurich, Switzerland	
<b>PANEL</b>	<b>President.</b> Roberto Moreno Rodríguez Alcalá Attorney-at-law in Asunción, Paraguay	<b>Arbitrator.</b> Juan Pablo Arriagada Attorney-at-law in Santiago, Chile	<b>Arbitrator.</b> Andreu Camps Attorney-at-law in Madrid, Spain

### CATEGORY

Disciplinary

### ISSUES

sanction

### RELEVANT RULES & REGULATIONS

ANFP CPP; arts. 1, 4, 66  
CAS Code; art. R49

### LANGUAGE

Spanish

### KEYWORDS

away team; match safety; proportionality;  
supporter misconduct

### CASE LAW CITED

» **Sanction, discretion:** TAS 2001/A/330;  
CAS 2005/A/1001; CAS 2014/A/3467;  
CAS 2016/A/4840; CAS 2018/A/5800;  
CAS 2022/A/8651; CAS 2022/A/8731;  
CAS 2022/A/8692; CAS OG 24/09.

### ORIGIN

ANFP Appeals Tribunal, appeal

### Main issue

**Can the ANFP Appeals Tribunal sanction the club as the visiting team for a match that the league organizes?**

Yes, the ANFP Appeals Tribunal can sanction the club as the visiting team for a match that the league organizes under the ANFP CPP art. 66.

**TAS 2024/A/10461****Club Social y Deportivo Colo Colo  
v. Asociación Nacional de Fútbol  
Profesional****Before the Court of Arbitration for  
Sport**

- / **27 March 2024:** club requested stay
- / **28 March 2024:** stay denied
- / **9 April 2024:** club filed statement of appeal
- / **9 April 2024:** club requested SoA as appeal brief
- / **9 April 2024:** club requested expedited proceedings
- / **9 April 2024:** league objected
- / **May 2024:** league filed answer
- / **16 May 2024:** panel constituted
- / **17 July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **22 July 2024:** panel decided to hold in-person hearing
- / **11 September 2024:** panel held in-person hearing
- / **28 May 2025:** panel issued award

## Background

On 11 February 2024, the ANFP organized the Chilean Supercopa between the club and another Chilean club at the Estadio Nacional Martínez Prádanos in Santiago, Chile. The club's supporters prompted several safety incidents before and during the match. As such, the ANFP suspended the match in its 78th minute due to the violent conduct of the club's supporters.

Later, the ANFP opened disciplinary proceedings against the club. On 4 March 2024, the ANFP Disciplinary Committee sanctioned the club under the ANFP CPP art. 66. On 21 March 2024, the ANFP Appeals Tribunal confirmed the ANFP Disciplinary Committee's decision and ordered the closure of the north stand of the club's stadium for five home matches.

The club filed its appeal with CAS requesting that the panel set aside the ANFP Appeals Tribunal decision. The league filed its answer requesting that the panel confirm the ANFP Appeals Tribunal decision.

## » TAS 2024/A/10461 Club Social y Deportivo Colo Colo v. Asociación Nacional de Fútbol Profesional

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is dismissed; and (b) the ANFP Appeals Tribunal decision is confirmed.

#### Main issue

The panel reasons that the ANFP CPP art. 66 distinguishes between responsibility for organizing a match and responsibility for supporter behaviour. Particularly, the responsibility for supporter behaviour applies for both host and visiting teams even when the organizer is the ANFP under a systematic approach.

The panel notes that the club is not the organizer of the match. The club's supporters prompted several safety incidents. As such, the supporters' behaviour renders the club liable under the ANFP CPP art. 66(2).

The panel decides that the ANFP Appeals Tribunal can sanction the club as the visiting team for a match that the league organizes under the ANFP CPP art. 66.

# CAS 2024/A/10550

## AZ Alkmaar v. Union des Associations Européennes de Football (UEFA)

Reference number: [CAS 2024/A/10550](#)

Award date: 13 June 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>AZ Alkmaar</b>	 The Netherlands	 <b>Confederation</b> <b>Union des Associations Européennes de Football (UEFA)</b>	 Switzerland
<b>LEGAL TEAM</b> AZ Alkmaar in Alkmaar, the Netherlands <b>Hugo Wolterink</b>   General counsel		<b>LEGAL TEAM</b> Bär & Karrer AG in Zurich, Switzerland <b>Emanuel Cortada</b>   Attorney-at-law <b>Basil Kupferschmied</b>   Attorney-at-law	
<b>PANEL</b>	<b>President.</b> <b>Hervé Le Lay</b> Attorney-at-law in Paris, France	<b>Arbitrator.</b> <b>Manfred Peter Nan</b> Attorney-at-law in Amsterdam, the Netherlands	<b>Arbitrator.</b> <b>Francesco Macrì</b> Attorney-at-law in Piacenza, Italy

### CATEGORY

**Disciplinary**

### ISSUES

sanction

### RELEVANT RULES & REGULATIONS

UEFA Disciplinary Regulations; arts. 16(1), 23, 24(2), 45

UEFA Safety and Security Regulations; art. 23.01

### LANGUAGE

English

### KEYWORDS

host club; match safety; negligence

### CASE LAW CITED

None

### ORIGIN

UEFA Appeals Body, appeal

### Main issue

**Did the club comply with the UEFA Disciplinary Regulations and the UEFA Safety and Security Regulations?**

Yes, the club complied with the applicable UEFA regulations.

**CAS 2024/A/10550****AZ Alkmaar v. Union des Associations Européennes de Football (UEFA)****Before the Court of Arbitration for Sport**

- / **6 May 2024:** club filed statement of appeal
- / **10 June 2024:** club filed appeal brief
- / **10 June 2024:** club requested evidence production during hearing
- / **22 July 2024:** confederation filed answer
- / **23 July 2024:** panel constituted
- / **31 July 2024:** panel decided to hold hearing
- / **7 August 2024:** confederation objected to evidence production during hearing
- / **13 August 2024:** club filed comments
- / **21 August 2024:** evidence production request denied
- / **September 2024:** CAS Court Office forwarded order of procedure to the parties
- / **9 October 2024:** club filed new evidence
- / **15 October 2024:** confederation accepted
- / **15 October 2024:** panel held hearing
- / **4 July 2025:** panel issued award

## Background

The club coordinated security and logistics with the local police, the local public prosecution service and the municipality of Alkmaar to host a UEFA Europa Conference League match on 5 October 2023. Before the match, UEFA officials reported several altercations. The match proceeded without further incidents. After the match, the local police ordered a staggered exit from the stadium, starting with the club's fans, then the away team's fans, and lastly other personnel that included the players and some guests that included the away team's chairperson.

During the staggered exit, the away team found itself with part of the team, personnel and staff in the bus while others had yet to leave the building within the stadium premises. At that moment, an altercation ensued between members of the away team, the local police and the security officials of the club. The UEFA match delegate and the UEFA security officer included this incident in their respective reports. Local authorities reported the incident as well.

On 6 October 2023, UEFA appointed two Ethic and Disciplinary Inspectors to conduct a disciplinary investigation regarding the incident. On 11 October 2023, the EDIs invited the club and the away team to file submissions and provide evidence. On 17 October 2023, both clubs submitted their respective positions. On 22 November 2023, the EDIs issued their report.

On 22 November 2023, the UEFA CEDB opened disciplinary proceedings against the club. On 13 December 2023, the UEFA CEDB rendered its decision, sanctioning the club. On 20 December 2023, the UEFA CEDB notified its decision's grounds to the club. On 21 December 2023, the club declared its intention to appeal before the UEFA Appeals Body.

On 10 January 2024, the club filed its appeal before the UEFA Appeals Body. On 5 February 2024, the UEFA Appeals Body rendered its decision, confirming the UEFA CEDB's decision and the club's sanction.

The club filed its appeal with CAS requesting that the panel set aside the UEFA CEDB decision. The confederation filed its answer requesting that the panel confirm the UEFA CEDB decision.

## » CAS 2024/A/10550 AZ Alkmaar 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 CEDB decision is set aside.

#### Main issue

The panel reasons that UEFA bears the initial burden of proof in demonstrating any order or security incident that may warrant disciplinary sanction under the UEFA Disciplinary Regulations art. 16(1). However, the host club is presumed liable without proving negligence or fault required if UEFA established the incident. In addition, the host club's presumed liability is rebuttable as the club is allowed to discharge its liability by proving absence of negligence in the organization of the match.

The panel notes that UEFA established the occurrence of an order and security incident after the match accordingly. As such, the club is presumed liable for the incident. However, the club discharged its liability by providing that the members of the away team did not follow the properly communicated protocols and instructions as well as actively challenged the local authorities' orders. Moreover, the club had a framework in place regarding the safety and security of matches, following it diligently. Furthermore, the club coordinated with the local authorities in advance of the match and adjusted safety and security plans during the match.

The panel further notes that the club followed the UEFA Safety and Security Regulations promptly, including its art. 23.01. The club presented evidence of the measures taken by or with the police before, during and after the match. As such, it confirms the cooperation from the police in ensuring the safety of the away team and demonstrates the club's compliance with the applicable regulations.

The panel decides that the club complied with the UEFA Disciplinary Regulations and the UEFA Safety and Security Regulations.

# TAS 2025/A/11070

## Jean Guy Blaise Mayolas v. Confédération Africaine de Football

Reference number: [TAS 2025/A/11070](#)

Award date: 19 June 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Official</b> <b>Jean Guy Blaise Mayolas</b>	 Congo	 <b>Confederation</b> <b>Confédération Africaine de Football</b>	 Egypt
<b>LEGAL TEAM</b> SP.IN Law in Zurich, Switzerland <b>Jacques Blondin</b>   Attorney-at-law <b>Saverio Paolo Spera</b>   Attorney-at-law		<b>LEGAL TEAM</b> Lévy Kaufmann-Kohler in Geneva, Switzerland <b>Antonio Rigozzi</b>   Attorney-at-law <b>Patrick Pithon</b>   Attorney-at-law	
<b>PANEL</b>	<b>President.</b> <b>Raphaëlle Favre Schnyder</b> Attorney-at-law in Zurich, Switzerland	<b>Arbitrator.</b> <b>Alain Zahlan de Cayetti</b> Attorney-at-law in Paris, France	<b>Arbitrator.</b> <b>Luigi Fumagalli</b> Professor and attorney-at-law in Milan, Italy
	<b>AD HOC CLERK</b> <b>Nicolas Chervet</b>   Attorney-at-law in Prilly, Switzerland		

### CATEGORY

**Governance**

### ISSUES

admissibility

### RELEVANT RULES & REGULATIONS

CAF Statutes; arts. 23, 24, 44  
CAS Code; art. R47

### LANGUAGE

French

### KEYWORDS

appealable decision

### CASE LAW CITED

- » **Decision, essential elements:** SFT 2C\_282/2017; CAS 2021/A/7717; CAS 2021/A/7723.
- » **Elections, decision:** CAS 2021/A/7717; CAS 2021/A/7723.



### ORIGIN

CAF Governance Committee, appeal

### Preliminary issue

**Is the CAF Governance Committee recommendation an appealable decision?**

No, the CAF Governance Committee recommendation is not an appealable decision.

**TAS 2025/A/11070****Jean Guy Blaise Mayolas v.  
Confédération Africaine de  
Football****Before the Court of Arbitration for  
Sport**

- / **31 January 2025:** official filed statement of appeal
- / **10 February 2025:** official filed appeal brief
- / **20 February 2025:** panel constituted
- / **21 February 2025:** confederation filed answer
- / **24 February 2025:** panel decided to hold hearing
- / **25 February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **26 February 2025:** panel held online hearing
- / **3 March 2025:** panel issued operative part
- / **19 June 2025:** panel issued award

## Background

On 10 October 2024, CAF opened nominations for elections. The official submitted his candidacy for the CAF Executive Committee through the Congolese MA. On 24 January 20245, the CAF Governance Committee issued a recommendation that rendered the official ineligible due to non-disclosure of a prior FIFA-imposed sanction. On 26 January 2025, the CAF Executive Committee issue a resolution that provided the list of eligible candidates.

The official filed his appeal with CAS requesting that the panel set aside the CAF Governance Committee recommendation. The confederation filed its answer.

## » TAS 2025/A/11070 Jean Guy Blaise Mayolas v. Confédération Africaine de Football

### MAIN LEGAL FINDINGS

The panel decided that the appeal filed by the official is inadmissible.

#### Preliminary issue

The panel reasons that only decisions are appealable under the CAS Code art. R47.

The panel notes that CAF Governance Committee issued a recommendation that is not binding and that is subject to the CAF Executive Committee resolution. In addition, the official did not appeal the CAF Executive Committee decision on his eligibility. As such, the official's appeal is inadmissible.

The panel decides that CAF Governance Committee recommendation is not an appealable decision.

# TAS 2025/A/11163

## Seidou Mbombo Njoya c. Confédération Africaine de Football

Reference number: [TAS 2025/A/11163](#)

Award date: 19 June 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Official <b>Seidou Mbombo Njoya</b>	 Cameroon	 <b>Confederation</b> <b>Confédération Africaine de Football</b>	 Egypt
<b>LEGAL TEAM</b> <b>Prosper Abega</b>   Attorney-at-law in Marseille, France Times Attorneys in Lausanne, Switzerland <b>Olivier Ducrey</b>   Attorney-at-law		<b>LEGAL TEAM</b> Kellerhals Carrard in Lausanne, Switzerland <b>Jean-Pierre Morand</b>   Attorney-at-law <b>Riccardo Coppa</b>   Attorney-at-law <b>Christopher Nseka</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b> <b>Bernhard Welten</b> Attorney-at-law in Bern, Switzerland		<b>AD HOC CLERK</b> <b>Nicolas Chervet</b> Attorney-at-law in Prilly, Switzerland	

### CATEGORY

#### Governance

### ISSUES

admissibility; elections

### RELEVANT RULES & REGULATIONS

CAS Code; arts. R49, R57  
 CAF Statutes; arts. 4, 5, 6, 17, 18, 19, 20, 22, 23, 26, 44, 48, 57  
 SCC; art. 8  
 SCCP; art. 177  
 SCO; arts. 1, 11, 14

### LANGUAGE

French

### KEYWORDS

appealable decision; candidate eligibility

### CASE LAW CITED

- » **Applicable law, subsidiary application:** SFT 5C\_328/2001; SFT 4A\_462/2019; CAS 2013/A/3365 & 3369.
- » **De novo review, procedural flaws:** TAS 2018/A/5634; CAS 2021/A/8058.
- » **De novo review, scope:** CAS 2019/A/6350.
- » **Decision, essential elements:** CAS 2021/A/7717; CAS 2021/A/7723.
- » **Elections, decision:** CAS 2021/A/7717; CAS 2021/A/7723.
- » **Elections, equal treatment:** CAS 2012/A/3027.
- » **Regulatory interpretation, association:** SFT 4A\_314/2017; CAS 2020/A/7444.

### ORIGIN

CAF Executive Committee, appeal

#### Preliminary issue

**Is the CAF Governance Committee recommendation an appealable decision?**

No, the CAF Governance Committee recommendation is not an appealable decision.

#### Main issue n.1

**Is the CAF Executive Committee decision null?**

No, the CAF Executive Committee decision is valid.

#### Main issue n.2

**Can an official run for re-election for the CAF Executive Committee without nomination by a CAF member association?**

No, a candidate must be nominated by a CAF member association to run for re-election for the CAF Executive Committee.

**TAS 2025/A/11163****Seidou Mbombo Njoya v.  
Confédération Africaine de  
Football****Before the Court of Arbitration for  
Sport**

- / **3 February 2025:** official filed statement of appeal
- / **10 February 2025:** official filed appeal brief
- / **18 February 2025:** sole arbitrator appointed
- / **18 February 2025:** confederation filed answer
- / **21 February 2025:** official filed reply
- / **24 February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **26 February 2025:** confederation filed rejoinder
- / **3 March 2025:** sole arbitrator issued operative part
- / **19 June 2025:** sole arbitrator issued award

## Background

On 10 October 2024, CAF opened nominations for elections. On 5 November 2024, the official submitted his re-election candidacy for the CAF Executive Committee. On 24 January 20245, the CAF Governance Committee issued a recommendation that rendered the official ineligible due to lack of nomination by a CAF member association. On 26 January 2025, the CAF Executive Committee issue a resolution that provided the list of eligible candidates.

The official, *inter alia*, filed his appeal with CAS requesting that the panel set aside the CAF Executive Committee decision. The confederation filed its answer.

## » TAS 2025/A/11163 Seidou Mbombo Njoya v. Confédération Africaine de Football

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the official is dismissed; and (b) the CAF Executive Committee decision is confirmed.

#### Preliminary issue

The sole arbitrator reasons that only decisions are appealable under the CAS Code art. R47.

The sole arbitrator notes that CAF Governance Committee issued a recommendation that is not binding and that is subject to the CAF Executive Committee resolution.

The sole arbitrator decides that CAF Governance Committee recommendation is not an appealable decision.

#### Main issue n. 1

The sole arbitrator reasons that the CAF Statutes regulate the decision-making process that the CAF Executive Committee must follow.

The sole arbitrator notes that the CAF Executive Committee is valid although it shows procedural flaws that are insufficient to render it null.

The sole arbitrator decides that the CAF Executive Committee decision is valid.

#### Main issue n. 2

The sole arbitrator reasons that the CAF Statutes require all candidates to be nominated by a CAF member association, including for re-election.

The sole arbitrator notes that the official submitted his candidacy independently and without support of any CAF member association.

The sole arbitrator decides that the official cannot run for re-election for the CAF Executive Committee without being nominated by a CAF member association

# TAS 2025/A/11164

## Maclean Cortez Letshwiti v. Confédération Africaine de Football

Reference number: [TAS 2025/A/11164](#)

Award date: 19 June 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Official</b> <b>Maclean Cortez Letshwiti</b>	 Botswana	 <b>Confederation</b> <b>Confédération Africaine de Football</b>	 Egypt
<b>LEGAL TEAM</b> <b>Prosper Abega</b>   Attorney-at-law in Marseille, France <b>Times Attorneys</b>   Lausanne, Switzerland <b>Olivier Ducrey</b>   Attorney-at-law		<b>LEGAL TEAM</b> Kellerhals Carrard in Lausanne, Switzerland <b>Jean-Pierre Morand</b>   Attorney-at-law <b>Riccardo Coppa</b>   Attorney-at-law <b>Christopher Nseka</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b>		<b>AD HOC CLERK</b>	
<b>Bernhard Welten</b> Attorney-at-law in Bern, Switzerland		<b>Nicolas Chervet</b> Attorney-at-law in Prilly, Switzerland	

**CATEGORY****Governance****ISSUES**

admissibility; elections

**RELEVANT RULES & REGULATIONS**

CAS Code; arts. R49, R57  
 CAF Statutes; arts. 4, 5, 6, 17, 18, 19, 20, 22, 23, 26, 44, 48, 57  
 SCC; art. 8  
 SCCP; art. 177  
 SCO; arts. 1, 11, 14

**LANGUAGE**

French

**KEYWORDS**

appealable decision; candidate eligibility

**CASE LAW CITED**

- » **Applicable law, subsidiary application:** SFT 5C\_328/2001; SFT 4A\_462/2019; CAS 2013/A/3365 & 3369.
- » **De novo review, procedural flaws:** TAS 2018/A/5634; CAS 2021/A/8058.
- » **De novo review, scope:** CAS 2019/A/6350.
- » **Decision, essential elements:** CAS 2021/A/7717; CAS 2021/A/7723.
- » **Elections, decision:** CAS 2021/A/7717; CAS 2021/A/7723.
- » **Elections, equal treatment:** CAS 2012/A/3027.
- » **Regulatory interpretation, association:** SFT 4A\_314/2017; CAS 2020/A/7444.

**ORIGIN**

CAF Executive Committee, appeal

**Preliminary issue****Is the CAF Governance Committee recommendation an appealable decision?**

No, the CAF Governance Committee recommendation is not an appealable decision.

**Main issue n.1****Is the CAF Executive Committee decision null?**

No, the CAF Executive Committee decision is valid.

**Main issue n.2****Can an official run for re-election for the CAF Executive Committee without nomination by a CAF member association?**

No, a candidate must be nominated by a CAF member association to run for re-election for the CAF Executive Committee.

**TAS 2025/A/11164****Maclean Cortez Letshwiti v.  
Confédération Africaine de  
Football****Before the Court of Arbitration for  
Sport**

- / **3 February 2025:** official filed statement of appeal
- / **7 February 2025:** official filed appeal brief
- / **18 February 2025:** sole arbitrator appointed
- / **18 February 2025:** confederation filed answer
- / **21 February 2025:** official filed reply
- / **24 February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **26 February 2025:** confederation filed rejoinder
- / **3 March 2025:** sole arbitrator issued operative part
- / **19 June 2025:** sole arbitrator issued award

## Background

On 10 October 2024, CAF opened nominations for elections. On 5 November 2024, the official submitted his re-election candidacy for the CAF Executive Committee. On 24 January 20245, the CAF Governance Committee issued a recommendation that rendered the official ineligible due to lack of nomination by a CAF member association. On 26 January 2025, the CAF Executive Committee issue a resolution that provided the list of eligible candidates.

The official, *inter alia*, filed his appeal with CAS requesting that the panel set aside the CAF Executive Committee decision. The confederation filed its answer.

## » TAS 2025/A/11164 Maclean Cortez Letshwiti v. Confédération Africaine de Football

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the official is dismissed; and (b) the CAF Executive Committee decision is confirmed.

#### Preliminary issue

The sole arbitrator reasons that only decisions are appealable under the CAS Code art. R47.

The sole arbitrator notes that that CAF Governance Committee issued a recommendation that is not binding and that is subject to the CAF Executive Committee resolution.

The sole arbitrator decides that CAF Governance Committee recommendation is not an appealable decision.

#### Main issue n. 1

The sole arbitrator reasons that the CAF Statutes regulate the decision-making process that the CAF Executive Committee must follow

The sole arbitrator notes that the CAF Executive Committee is valid although it shows procedural flaws that are insufficient to render it null.

The sole arbitrator decides that the CAF Executive Committee decision is valid.

#### Main issue n. 2

The sole arbitrator reasons that the CAF Statutes require all candidates to be nominated by a CAF member association, including for re-election.

The sole arbitrator notes that the official submitted his candidacy independently and without support of any CAF member association.

The sole arbitrator decides that the official cannot run for re-election for the CAF Executive Committee without being nominated by a CAF member association.

**TAS 2025/A/11171****Samuel Eto'o Fils & Fédération Camerounaise de Football c. Confédération Africaine de Football**Reference number: [TAS 2025/A/11171](#)

Award date: 19 June 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Official</b> <b>Samuel Eto'o Fils</b>	 Cameroon	 <b>Confederation</b> <b>Confédération Africaine de Football</b>	 Egypt
<b>LEGAL TEAM</b> <b>Elame Bonny Privat</b>   Attorney-at-law in Yaoundé, Cameroon Lion d'Or Avocats in Lausanne, Switzerland <b>Elie Elkaim</b>   Attorney-at-law <b>Jonathan Borno</b>   Attorney-at-law Lexshield in Paris, France <b>Florian Mbayen Hegba</b>   Attorney-at-law		<b>LEGAL TEAM</b> Lévy Kaufmann-Kohler in Geneva, Switzerland <b>Antonio Rigozzi</b>   Attorney-at-law <b>Patrick Pithon</b>   Attorney-at-law	
APPELLANT		<b>PANEL</b>	<b>President.</b> <b>Raphaëlle Favre Schnyder</b> Attorney-at-law in Lausanne, Switzerland
 <b>Member Association</b> <b>Fédération Camerounaise de Football</b>	 Cameroon		<b>Arbitrator.</b> <b>Ulrich Haas</b> Professor in Zurich, Attorney-at-law Hamburg, Germany
<b>LEGAL TEAM</b> <b>Elame Bonny Privat</b>   Attorney-at-law in Yaoundé, Cameroon Lion d'Or Avocats in Lausanne, Switzerland <b>Elie Elkaim</b>   Attorney-at-law <b>Jonathan Borno</b>   Attorney-at-law Lexshield in Paris, France <b>Florian Mbayen Hegba</b>   Attorney-at-law			<b>Arbitrator.</b> <b>Luigi Fumagalli</b> Professor and attorney-at-law in Milan, Italy
		<b>AD HOC CLERK</b>	<b>Nicolas Chervet</b> Attorney-at-law in Prilly, Switzerland

**CATEGORY**

Governance

**ISSUES**

admissibility; elections

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R47, R49, R57, R58  
 CAF Statutes; arts. 17, 18, 22, 23, 24, 26, 44, 48  
 FIFA DC; arts. 6, 24  
 SCC; art. 8  
 SSCP; art. 177  
 SCO; arts. 1, 11, 14

**LANGUAGE**

French

**KEYWORDS**

appealable decision; candidate eligibility

**CASE LAW CITED**

- » **De novo review, scope:** SCAS 2019/A/6350.
- » **Decision, essential elements:** CAS 2021/A/7717; CAS 2021/A/7723.
- » **Elections, decision:** : CAS 2021/A/7717; CAS 2021/A/7723.
- » **Election, eligibility requirements:** CAS 2011/A/2426; CAS 2015/A/4311; CAS 2016/A/4579; CAS 2021/A/7678.

**ORIGIN**

CAF Executive Committee, appeal

**Preliminary issue**

**Is the CAF Governance Committee recommendation an appealable decision?**

No, the CAF Governance Committee recommendation is not an appealable decision.

**Main issue n.1**

**Is the CAF Executive Committee decision null?**

No, the CAF Executive Committee decision is valid.

**Main issue n.2**

**Is the confederation's exclusion of the official from running for the CAF Executive Committee proportionate?**

No, the confederation's exclusion of the official from running for the CAF Executive Committee is disproportionate.

**TAS 2025/A/11171****Samuel Eto'o Fils & Fédération  
Camerounaise de Football v.  
Confédération Africaine de Football****Before the Court of Arbitration for  
Sport**

- / **5 February 2025:** appellants filed statement of appeal
- / **5 February 2025:** appellants requested SoA as appeal brief
- / **5 February 2025:** appellants requested evidence production
- / **5 February 2025:** appellants requested expedited proceedings
- / **February 2025:** confederation agreed
- / **18 February 2025:** panel constituted
- / **24 February 2025:** confederation objected evidence production
- / **24 February 2025:** appellants filed new evidence
- / **27 February 2025:** confederation filed answer
- / **27 February 2025:** confederation requested evidence production
- / **28 February 2025:** appellants agreed
- / **3 March 2025:** panel held online hearing
- / **7 March 2025:** panel issue operative part
- / **19 June 2025:** panel issued award

## Background

On 20 June 2022, the official seemingly appeared before a criminal court in Barcelona, Spain, and entered into an agreement with the Spanish public prosecutor regarding a potential tax fraud indictment. In addition, on 4 July 2024, the CAF Disciplinary Committee sanctioned the official for violating the principles of ethics, integrity, and sportsmanship. On 19 February 2025, the CAF Disciplinary Committee decision was set aside by a CAF Appeals Committee decision.

On 26 September 2024, the FIFA DisCo sanctioned the official with a ban on attending matches of Cameroon's national teams for a period of six months for violating the FIFA DC arts. 13 and 14 at the time. In short, the official behaved offensively towards referees during a FIFA U-20 Women's World Cup match when acting as president of the Cameroonian MA. On 12 November 2024, the FIFA Appeal Committee dismissed the official's appeal. The official appealed the decision before CAS but failed to comply with the appropriate time limit.

On 10 October 2024, CAF opened nominations for elections. Before 12 November 2024, the official submitted his candidacy for the CAF Executive Committee through the member association. On 15 November 2024, the confederation acknowledged receipt of his candidacy and informed him that it would be submitted to the competent bodies for integrity and eligibility checks. In addition, the confederation requested the official to complete an eligibility questionnaire. On 21 November 2024, the official returned the questionnaire.

In December 2024, Genius Sports sent a report to the confederation on the official as part of the integrity review of candidates. On 21 January 2025, the CAF Governance Committee summoned the official to a virtual hearing scheduled for 23 January 2025. The CAF Governance Committee postponed the hearing to the next day for technical reasons. On 24 January 2025, the CAF Governance Committee questioned the official about his tax fraud case in Spain and his FIFA-imposed sanction.

On 24 January 2025, the CAF Governance Committee issued a recommendation that rendered the official ineligible due to a FIFA-imposed disciplinary sanctions and alleged criminal conviction. On 26 January 2025, the CAF Executive Committee issue a resolution that provided the list of eligible candidates.

The official filed his appeal with CAS requesting that the panel set aside the CAF Governance Committee recommendation. The confederation filed its answer.

## » TAS 2025/A/11171 Samuel Eto'o Fils & Fédération Camerounaise de Football v. Confédération Africaine de Football

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the appellants is upheld; (b) the CAF Executive Committee decision is set aside; (c) the confederation shall reinstate the official as a candidate for the CAF Executive Committee.

#### Preliminary issue

The panel reasons that only decisions are appealable under the CAS Code art. R47.

The panel notes that CAF Governance Committee issued a recommendation that is not binding and that is subject to the CAF Executive Committee resolution.

The panel decides that CAF Governance Committee recommendation is not an appealable decision.

#### Main issue n. 1

The panel reasons that the CAF Statutes regulate the decision-making process that the CAF Executive Committee must follow.

The panel notes that the CAF Executive Committee is valid although it shows procedural flaws that are insufficient to render it null.

The panel decides that the CAF Executive Committee decision is valid.

#### Main issue n. 2

The panel reasons that any person applying for a leadership position in a sports organization must demonstrate a high level of integrity. In addition, the CAF is responsible for ethics and integrity in African football. As such, it is obliged to uphold high standards for its leaders to preserve the institution's credibility and legitimacy.

The panel further reasons that an electoral review committee has broad discretion when assessing a candidate's eligibility. However, such committee must ensure safeguards to properly exercise its discretion when making an informed decision.

The panel notes that the CAF Executive Committee did not have such safeguards in place that could guarantee the proper exercise of its discretion on the official's candidacy. Particularly, the CAF Executive Committee did not assess the official's background properly in relation to his alleged criminal conviction, to the CAF-imposed sanction, and to the FIFA-imposed sanction. As such, the confederation must reinstate the official as a candidate and allow him to run for the CAF Executive Committee.

The panel decides that the confederation's exclusion of the official from running for the CAF Executive Committee is disproportionate.

# TAS 2024/A/10761

## Abdelkarim Jinani c. Difaa Hassani Jadidi Football AS

Reference number: [TAS 2024/A/10761](#)

Award date: 25 June 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Coach</b> <b>Abdelkarim Jinani</b>	 Morocco	 <b>Club</b> <b>Difaa Hassani Jadidi Football SA</b>	 Morocco
<b>LEGAL TEAM</b> <b>Mohamed Ghazi</b>   Attorney-at-law in Casablanca, Morocco		<b>LEGAL TEAM</b> <b>Abderrahim Aslaoui</b>   Attorney-at-law in El Jadida, Morocco	
<b>SOLE ARBITRATOR</b>			
<b>Mohamed Abdel Raouf</b>   Attorney-at-law in Giza, Egypt			

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

termination

**RELEVANT RULES & REGULATIONS**

FIFA RSTP, annexe 2; arts. 3, 4, 6  
 Moroccan Labour Code; art. 33  
 Moroccan MA RSTP; art. 14bis  
 SCO; arts. 102, 104, 334, 335, 337, 337c,  
 339c, 362

**LANGUAGE**

French

**KEYWORDS**

breach of contract; compensation; just  
 cause; mitigation

**CASE LAW CITED**

- » **Compensation, calculation:** CAS 2020/A/7011.
- » **Compensation, limitation:** CAS 2020/A/6798; CAS 2020/A/6961.
- » **Compensation, positive interest:** TAS 2020/A/7011.
- » **Compensation, proportionality requirement:** CAS 2016/A/4605; CAS 2020/A/7011.
- » **Default, valid notice:** CAS 2006/A/1082 & 1104.
- » **Interest rate, applicable rate:** TAS 2017/A/4960.
- » **Liquidated damages, parties' autonomy:** CAS 2020/A/7011.

**ORIGIN**

Moroccan MA Appeals Committee, appeal

**Main issue**

**Is the clause that limits compensation for termination valid?**  
 No, the clause that limits compensation for termination is invalid.

**TAS 2024/A/10761****Abdelkarim Jinani v. Difaa Hassani  
Jadidi Football SA****Before the Court of Arbitration for  
Sport**

- / **24 July 2024:** coach filed statement of appeal
- / **4 September 2024:** coach filed appeal brief
- / **29 October 2024:** club filed answer
- / **30 December 2024:** sole arbitrator appointed
- / **16 January 2025:** sole arbitrator decided to hold online hearing
- / **30 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **18 February 2025:** sole arbitrator held online hearing
- / **21 February 2025:** coach filed evidence upon request
- / **21 February 2025:** club filed evidence upon request
- / **25 June 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 3 July 2023. The club terminated the coach's employment contract on 5 December 2023.

The coach filed a claim before the Moroccan MA NDRC against club for breach of contract on 27 December 2023, requesting compensation. The Moroccan MA NDRC rendered its decision on 1 March 2024, partially accepting the coach's claim. The coach appealed the Moroccan MA NDRC decision before the Moroccan MA Appeals Committee on 27 March 2024. The Moroccan MA Appeals Committee confirmed the Moroccan MA NDRC decision on 27 June 2024.

The coach filed his appeal with CAS requesting that the sole arbitrator set aside the Moroccan MA Appeals Committee decision. The coach signed an employment contract with another Moroccan club on 25 July 2024. The club filed its answer requesting that the sole arbitrator confirm the Moroccan MA Appeals Committee decision.

## » TAS 2024/A/10761 Abdelkarim Jinani v. Difaa Hassani Jadidi Football SA

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the coach is partially upheld; and (b) the Moroccan MA Appeals Committee decision is amended.

#### Main issue

The sole arbitrator reasons that the rules and principles relating to contractual stability between clubs and players apply to employment agreements between clubs and coaches. As such, case law relating to one is applicable to the other.

In addition, the sole arbitrator reasons that the parties to an employment agreement may include in the contract a liquidated damages clause that is applicable for termination without just cause. The parties' explicit agreement on the amount to be paid prevails over the calculation methods set out in the FIFA RSTP.

Moreover, the sole arbitrator reasons that the parties' intention and their contractual freedom cannot supersede the proportionality and the reciprocity principles. As such, an arbitral tribunal must assess whether a liquidated damages clause in an employment contract sets reciprocal obligations in a proportionate manner. If not, the liquidated damages clause is deemed to be invalid due to its incompatibility with the principle of contractual stability.

The sole arbitrator further reasons that an employee is entitled to compensation equal to the amount the employee would have received had the employment relationship ended after the required notice period or at the agreed expiration date when the employer dismisses the employee with immediate effect and without just cause. This provision is mandatory and binding on the contracting parties. As such, a clause in an employment contract that sets compensation due to a coach in the event of early unilateral termination without just cause at an amount lower than what the coach would have received for the remainder of the contractual period is invalid.

The sole arbitrator notes that the club and the coach did not have equal bargaining power when concluding the employment agreement as evidenced at the hearing.

The sole arbitrator further notes that the liquidated damages clause set in the employment contract between the coach and the club lacks reciprocal obligations and renders a disproportionate imbalance between the rights of the two parties. Particularly, it favors the club over the coach. As such, the liquidated damages clause that provides a two-month salary to be sufficient to offset compensation for termination without just cause is incompatible with the principle of contractual stability.

Moreover, the sole arbitrator notes that the liquidated damages clause provided for in the employment contract between the club and the coach limits the compensation that the club owes the coach to a threshold below the minimum legal requirement. As such, it is invalid.

The sole arbitrator decides the clause that limits compensation for termination is invalid.

# CAS 2024/A/10619

## Jovan Miladinović v. FC Crvena Zvezda

Reference number: [CAS 2024/A/10619](#)

Award date: 27 June 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> <b>Jovan Miladinović</b>	 Serbia	 <b>Club</b> <b>FC Crvena Zvezda</b>	 Serbia
<b>LEGAL TEAM</b> Bojović & Špadijer in Belgrade, Serbia <b>Vladimir Bojović</b>   Attorney-at-law <b>Mitar Špadijer</b>   Attorney-at-law		<b>LEGAL TEAM</b> Radić & Radić Ltd. in Split, Croatia <b>Davor Radić</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b> Frans de Weger   Attorney-at-law in Haarlem, The Netherlands			

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**consolidation; due process; request for relief; *res judicata*; termination**RELEVANT RULES & REGULATIONS**CAS Code; arts. R30, R48, R52, R57  
FAS Competition Regulations for Youth League categories; art. 59**LANGUAGE**

English

**KEYWORDS**appeal requirements; breach of contract; implicit request; just cause; registration; *ultra petita***CASE LAW CITED**

- » **Appeal, power of attorney:** CAS 2015/A/3959.
- » **De novo review, procedural flaws:** CAS 2021/A/7717; CAS 2021/A/7723.
- » **Request for relief, implicit request:** CAS 2020/A/6950; CAS 2021/A/7955; CAS 2021/A/8375.
- » **Request for relief, *ne ultra petita*:** CAS 2016/A/4384; CAS 2020/A/6950.
- » **Standard of proof, comfortable satisfaction:** CAS 2018/A/6075; CAS 2020/A/7503.
- » **Termination, exclusion from training:** CAS 2020/A/7370.

**ORIGIN**

Serbian MA NDRC, appeal

**Preliminary issue****Is the appeal admissible?**

Yes, the appeal filed by the player is admissible.

**Main issue****Does the player have just cause to terminate his employment contract with the club?**

No, the player does not have just cause to terminate his employment contract with the club.

**CAS 2024/A/10619**

Jovan Miladinović v. FC Crvena Zvezda

**Before the Court of Arbitration for Sport**

- / **19 November 2024:** player filed statement of appeal
- / **22 November 2024:** player filed appeal brief
- / **22 November 2024:** player requested consolidation with CAS 2024/A/10559
- / **2 December 2024:** Serbian MA renounced intervention
- / **4 December 2024:** club objected appeal admissibility
- / **9 December 2024:** club requested evidence
- / **9 December 2024:** club objected consolidation
- / **10 December 2024:** CAS Court Office sent evidence
- / **11 December 2024:** CAS 2024/A/10619 and CAS 2024/A/10559 submitted to same arbitrator
- / **2 January 2025:** club filed answer
- / **10 January 2025:** player requested operative part prior to grounds
- / **17 January 2025:** sole arbitrator appointed
- / **4 February 2025:** consolidation denied
- / **11 February 2025:** sole arbitrator decided to hold online hearing
- / **3 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **22 April 2025:** sole arbitrator held online hearing
- / **24 April 2025:** player filed power of attorney
- / **27 June 2025:** sole arbitrator issued award

**Background**

The parties signed an employment agreement on 18 April 2022. The player made his debut for the club's first team on 22 January 2023. The player, his parents and his agent signed a representation agreement on 24 February 2023. The Serbian MA called up the player for its under-17 team on 18 September 2023. During the 2023/2024 season, the club did not license the player to participate in any official competition within the Serbian MA – including its Youth League, its Cadet League, and the Serbian Super League. The club registered the player for the Serbian Cadet League on 7 March 2024. The club did not register the player for the Serbian Super League, Cadet League or Youth League for the 2024/2025 season.

The player filed a claim before the Serbian MA NDRC against the club for breach of contract on 27 October 2023, requesting termination. The club dispute all allegations in its response on 11 December 2023. The player filed new evidence on 11 January 2024. The club filed a new lawsuit before the Serbian MA NDRC against the player on 10 September 2024, requesting contractual penalties. The player filed his response on 4 October 2024. The Serbian MA NDRC's president consolidated the proceedings on 9 October 2024. The Serbian MA NDRC rendered its decision on 18 October 2024, dismissing the player's and the club's claims.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Serbian MA NDRC decision implicitly. The club filed its answer requesting that the sole arbitrator confirm the Serbian MA NDRC decision.

## » CAS 2024/A/10619 Jovan Miladinović v. FC Crvena Zvezda

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is dismissed; and (b) the Serbian MA NDRC decision is confirmed.

#### Preliminary issue

The sole arbitrator reasons that the CAS Code does not require power of attorney to be submitted at the time of filing the appeal. In addition, the appeal's request for relief must be sufficiently clear.

The sole arbitrator notes that the player submitted valid power of attorney after filing the appeal. In addition, the player's request for relief is clear in its intent, although it does not explicitly request the sole arbitrator to set aside the Serbian MA NDRC decision.

The sole arbitrator decides that the appeal filed by the player is admissible.

#### Main issue

The sole arbitrator reasons that the player must provide evidence of just cause to terminate his employment contract and to receive compensation from the club.

The sole arbitrator notes that the player did not provide just cause to terminate his employment contract with the club, nor to receive compensation from the club. Especially, the player did not prove that the club: (i) was under any obligation to register him with a specific team or for participation in a specific league or competition; (ii) breached his fundamental rights as a professional player by not registering or licensing him with the Serbian MA; and (iii) discriminated him in any way.

The sole arbitrator decides that the player does not have just cause to terminate his employment contract with the club.

# CAS 2024/A/10766

## Sport Integrity Commission v. Inoke Turagalailai

Reference number: [CAS 2024/A/10766](#)

Award date: 1 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>NADO</b> Sport Integrity Commission	 New Zealand	<b>Player</b> Inoke Turagalailai	 Fiji
<b>LEGAL TEAM</b> Adam McDonald   Counsel in Auckland, New Zealand Kate Hursthouse   Counsel in Auckland, New Zealand		<b>LEGAL TEAM</b> Sarah Wroe   Barrister in Auckland, New Zealand	
<b>SOLE ARBITRATOR</b>	<b>Elizabeth Brimer KC</b> Attorney-at-law in Melbourne, Australia	<b>AD HOC CLERK</b>	<b>Amy Silver</b> Attorney-at-law in Melbourne, Australia

### CATEGORY

Other

### ISSUES

doping

### RELEVANT RULES & REGULATIONS

Sports Anti-Doping Rules; arts. 10.2, 10.6, 10.13.1, 10.14

### LANGUAGE

English

### KEYWORDS

proportionality; substance of abuse

### CASE LAW CITED

- » **Doping, sanction:** CAS 2005/C/976 & 978.
- » **Doping, substantial delay:** CAS 2020/A/7526 & 7559.
- » **Sanction, backdating:** CAS 2014/A/3868; CAS 2018/A/5853.



### ORIGIN

Sports Tribunal of New Zealand, appeal

### Main issue

**Did the STNZ apply the proportionality test correctly when sanctioning the player?**  
No, the STNZ did not apply the proportionality test correctly when sanctioning the player.

**CAS 2024/A/10766**Sport Integrity Commission v.  
Inoke Turagalailai**Before the Court of Arbitration for Sport**

- / **24 July 2024:** NADO filed statement of appeal
- / **5 August 2024:** NADO filed appeal brief
- / **26 August 2024:** player filed answer
- / **17 September 2024:** sole arbitrator appointed
- / **18 October 2024:** NADO filed submission on applicable law upon request
- / **18 October 2024:** player filed submission on applicable law upon request
- / **24 October 2024:** NADO filed reply
- / **1 November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **4 November 2024:** NADO filed evidence
- / **8 November 2024:** sole arbitrator held hearing
- / **1 July 2025:** sole arbitrator issued award

## Background

In September 2023, the player participated in the Oceania Football Confederation Men's Olympic Qualifying Tournament in New Zealand for the Fijian Men's National Under 23 football team. The NADO tested the player in competition on 9 September 2023. The player declared in the doping control form that he had taken energy gels, magnesium tablets and whey protein. However, the player's A sample tested for cannabis which is prohibited in-competition under the 2023 WADA Prohibited List as a specific substance. The player confirmed that he did not wish to have his B sample tested and accepted his provisional suspension.

The STNZ provisionally suspended the player on 1 March 2024. The NADO brought proceedings against the player on 15 March 2024 for Sports Anti-Doping Rules violations. The player admitted he committed an ADRV by taking cannabis on the morning of the match day. The player initially sought to rely on no significant fault or negligence and, later, maintained that he did not intentionally take cannabis to enhance his performance. The STNZ held a hearing on 20 June 2024. The STNZ rendered its decision on 3 July 2024, sanctioning the player and applied a reduced sanction of 8 months ineligibility while backdating to 14 December 2023.

The NADO filed its appeal with CAS requesting that the sole arbitrator set aside the STNZ decision. The player filed his answer requesting that the sole arbitrator confirm the STNZ decision.

## » CAS 2024/A/10766 Sport Integrity Commission v. Inoke Turagalailai

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the NADO is upheld; (b) the STNZ decision is set aside; and (c) the player is barred from participating in any competition or other activity for a period of two years commencing on 14 December 2023 pursuant to SADR Rule 10.2.2 and as provided in SADR Rule 10.14.

#### Main issue

The sole arbitrator reasons that proportionality is a general principle of law governing the imposition of sanctions of any disciplinary body. In addition, the principle of proportionality provides that the severity of a sanction must be proportionate to the offense committed. As such, the sanction must not exceed that which is reasonably required in the search of the justifiable aim.

The sole arbitrator further reasons that the right to impose a sanction is limited by the mandatory prohibition of excessive penalties. Moreover, an arbitral tribunal must review the type and scope of the proved rule violation, the individual circumstances of the case, and the overall effect of the sanction on the offender to find out whether the sanction is excessive.

However, the sole arbitrator reasons that the principle of proportionality does not equate to an arbitral tribunal's exercise of discretion in determining the period of ineligibility that it considers to be just and proportional *per se*.

Furthermore, the sole arbitrator reasons that an arbitral tribunal may consider a sanction as abusive if it is evidently and grossly disproportionate in comparison to the proved rule violation and if it is considered as a violation of fundamental justice and fairness. In addition, the WADC provides that the principle of proportionality is at the same level as human rights.

The sole arbitrator notes that the SADR rule 10.2.2 provides for a period of ineligibility of two years for the player's use of cannabis unrelated to sport performance in-competition. In addition, such period of ineligibility does not violate the principle of proportionality in accordance with the anti-doping efforts policies. As such, the STNZ did not apply the principle of proportionality correctly in its decision to sanction the player with an 8-month ineligibility period as the 2-year ineligibility period provided by the SADR meet the proportionality test.

The sole arbitrator decides that the STNZ did not apply the proportionality test correctly when sanctioning the player.

# CAS 2023/O/10253

## Sportlink For Sport Marketing & Bauza Adrover Consultancy FZ-LLC v. Mr. Modou Barrow

Reference number: [CAS 2023/O/10253](#)

Award date: 4 July 2025

Seat of arbitration: Lausanne, Switzerland



CLAIMANT		RESPONDENT	
<b>Sports Marketing company</b> <b>Sportlink For Sport Marketing</b>	 Saudi Arabia	<b>Player</b> <b>Modou Barrow</b>	 Sweden and Gambia
<b>LEGAL TEAM</b> Mario Resino Sastre   Attorney-at-law in Madrid, Spain David Sanz García   Attorney-at-law in Madrid, Spain		<b>LEGAL TEAM</b> Nazali Law Company in Istanbul, Türkiye Anil Dinçer   Attorney-at-law	
CLAIMANT		<b>SOLE ARBITRATOR</b> <b>Jacob C. Jørgensen</b> Attorney-at-law in Birkerød, Denmark	
<b>Agency</b> <b>Bauza Adrover Consultancy FZ-LLC</b>	 UAE		
<b>LEGAL TEAM</b> Mario Resino Sastre   Attorney-at-law in Madrid, Spain David Sanz García   Attorney-at-law in Madrid, Spain			

### CATEGORY

#### Agents

### ISSUES

agency relationship

### RELEVANT RULES & REGULATIONS

CAS Code; art. R39, R44(1)

PILA: art. 186(2)

SCCP: art. 359(2)

SCO; arts. 11, 17, 18(1), 19, 75, 415, 417

### LANGUAGE

English

### KEYWORDS

document authenticity; double representation; excessive fee

### CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2017/A/5336.
- » **Document authenticity, burden of proof:** CAS 2008/A/1741.
- » **Jurisdiction, einlassung:** CAS 2014/A/3639.
- » **Principles, venire contra factum proprium:** CAS 2009/A/1956.



### ORIGIN

Ordinary

#### Preliminary issue

**Does CAS have jurisdiction to hear the dispute?**

Yes, the CAS has jurisdiction to hear the dispute.

#### Main issue

**Does the player owe any amount to the sports marketing company and the agency?**

Yes, the player owes contractual fees to the sports marketing company and the agency under the acknowledgment of debt agreement.

**CAS 2023/O/10253****Sportlink For Sport Marketing &  
Bauza Adrover Consultancy FZ-LLC  
v. Mr. Modou Barrow****Before the Court of Arbitration for  
Sport**

- / **26 December 2023:** claimants filed request for arbitration
- / **13 February 2024:** player filed power of attorney
- / **6 March 2024:** sole arbitrator appointed
- / **12 April 2024:** claimants filed statement of claim
- / **3 June 2024:** player filed response
- / **3 June 2024:** player objected to jurisdiction
- / **21 June 2024:** claimants filed comments
- / **5 July 2024:** sole arbitrator decided to hold in-person hearing
- / **15 August 2024:** claimants filed reply
- / **August-September 2024:** player filed new power of attorney
- / **24 September 2024:** player filed rejoinder
- / **25 September 2024:** CAS Court Office forwarded order of procedure to the parties
- / **14 October 2024:** sole arbitrator held hybrid hearing
- / **30 October 2024:** claimants filed post-hearing briefs
- / **30 October 2024:** player filed post-hearing brief
- / **4 July 2025:** sole arbitrator issued award

## Background

The player, his agent, the sports marketing company, and the agency negotiate his transfer from a Korean club to a Saudi club. The parties and the player's agent signed an acknowledgment of debt agreement on 26 December 2022, according to which the player agreed to pay commission to his agent, the sports marketing company, and the agency. The Korean club and the Saudi club agreed to the player's transfer on 10 January 2023. The player concluded his employment agreement with the Saudi club on 14 January 2023. The player made partial payment to the agency on 8 February 2023. The Saudi club loaned the player to a Turkish club on 28 August 2023. The sports marketing company and the agency sent a default notice to the player on 28 November 2023.

The sports marketing company and the agency requested an arbitration before the CAS against player for breach of contract on 26 December 2023, requesting unpaid commission. The player defaulted on his answer to the request for arbitration but filed his response to the statement of claim, objecting to the CAS jurisdiction, disputing his signature on the agreement, and alleging excessive fees as well as double representation by the claimants.

## » CAS 2023/O/10253 Sportlink For Sport Marketing & Bauza Adrover Consultancy FZ-LLC v. Mr. Modou Barrow

### MAIN LEGAL FINDINGS

The sole arbitrator decided that the claims filed by the sports marketing company and the agency are partially accepted.

#### Preliminary issue

The sole arbitrator reasons that Swiss law does not require contracts to take a specific form or be signed in a specific manner to be legally binding under SCO art. 11. In addition, a party may not submit that an agreement that such party has clearly shown willingness to rely upon by performing its contractual obligations is invalid under the *venire contra factum proprium principle*.

The sole arbitrator notes that the player habitually signed documents digitally, including contracts and power of attorneys. The player did not provide any other proof that demonstrates that his signature has been added onto the agreement without his knowledge or will. Furthermore, the player has paid an agent fee to the agency relating to their agency relationship. As such, the agreement is valid, and the arbitration clause included in it is binding to the parties.

The sole arbitrator decides that the CAS has jurisdiction to hear the dispute.

#### Main issue

The sole arbitrator reasons that it is relevant to a dispute regarding contractual fees relating to a player-agent relationship whether: (i) the agent has acted on the transfer; (ii) the agreement between player and agent is valid; (iii) the agent did not act in conflict of interest; (iv) the fee is proportional.

The sole arbitrator notes that the sports marketing company and the agency supported the player on his transfer to the Saudi club alongside his designated agent. In addition, the acknowledgment of debt agreement is valid, the sports marketing company and the agency did not act in conflict of interest, and the commission fee is proportional.

The sole arbitrator decides the player owes contractual fees to the sports marketing company and the agency under the acknowledgment of debt agreement.

# CAS 2024/A/10473

## Gabriel Barbosa Almeida v. União & ABCD

Reference number: [CAS 2024/A/10473](#)

Award date: 4 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> Gabriel Barbosa Almeida	 Brazil	<b>Government</b> União Federal do Brasil	 Brazil
<b>LEGAL TEAM</b> Bichara Abidão Neto   Attorney-at-law in São Paulo, Brazil Juliana Avezum   Attorney-at-law in São Paulo, Brazil Rodrigo Morais   Attorney-at-law in São Paulo, Brazil		<b>LEGAL TEAM</b> Advocacia Geral da União in Brasília, Brazil	
PANEL		RESPONDENT	
<b>President.</b> Luigi Fumagalli Professor and attorney-at-law in Milan, Italy	<b>Arbitrator.</b> Jeffrey G. Benz Attorney-at-law in Los Angeles, USA, barrister in London, UK	<b>Arbitrator.</b> Ulrich Haas Professor in Zurich, Switzerland Attorney-at-law in Hamburg, Germany	<b>NADO</b> Autoridade Brasileira de Controle de Dopagem (ABCD)  Brazil
		<b>LEGAL TEAM</b> Luciana Corrêa de Oliveira   Attorney-at-law and results management general coordinator in Brasília, Brazil	

### CATEGORY

Other

### ISSUES

doping

### RELEVANT RULES & REGULATIONS

Brazilian Anti-Doping Code (CBA); arts. 120, 122, 292, 296, 438

International Standard for Testing and Investigations (ISTI), ed. Jan.2023; arts. 5, 7  
World Anti-Doping Code (WADC), ed. Jan.2021; arts. 2, 3, 23

### LANGUAGE

English

### KEYWORDS

doping control; failure to comply; tempering

### CASE LAW CITED

- » **Doping, failure to submit:** CAS 2008/A/1557.
- » **Doping, tampering:** CAS 2008/A/1557; CAS 2008/A/1572, 1632 & 1659; CAS 2015/A/4128; CAS 2017/A/5142; CAS 2018/A/6047; CAS 2021/A/7983; CAS 2022/ADD/49.



### ORIGIN

Brazilian Anti-doping Tribunal (TJD-AD), appeal

### Main issue

**Does the player's action meet the threshold for attempted tampering under WADC art. 2(5) and CBA art. 122?**

No, the player's actions do not meet the threshold for attempted tampering under WADC art. 2(5) and CBA art. 122.

### Supporting issue n.1

**Did the DCOs properly notify the player?**

No, the DCOs did not properly notify the player to immediately report to the doping control station and that his continuous supervision by the DCOs was necessary for doping controls.

### Supporting issue n.2

**Does the player's behavior towards the DCOs fall within the scope of anti-doping rule violations?**

No, the player's hostile and disrespectful behavior towards the DCOs falls outside the scope of anti-doping rule violations.

**CAS 2024/A/10473**

Gabriel Barbosa Almeida v. União &amp; ABCD

**Before the Court of Arbitration for Sport**[Next page](#)

## Background

On 8 April 2023, the NADO conducted out-of-competition testing at the player's club training center in Rio de Janeiro, Brazil. The doping control officers collected the player's blood and urine samples. The doping control for signed by the player included the following handwritten declarations: "it is the last one that I do" and "why I am always chosen". Both samples tested negative for any doping substance. On the same day, the DCOs reported that the player violated doping control procedural rules, including absence of supervision and disrespectful conduct towards them. Specifically, the player allegedly delayed sample collection and was uncooperative towards the DCOs, displaying disruptive behavior.

On 24 April 2023, one of the DCOs provided further clarification regarding the player's attitude and the doping control test. On 22 May 2023, the NADO requested further information. On 22 May 2023, the same DCO replied to the NADO's request. On 23 May 2023, the NADO's coordinator of operations formulated a technical note to inform the NADO's general coordination of results management about a potential ADRV by the player. On 30 May 2023, the NADO charged and notified the player for attempted tampering. On 6 June 2023, the player's club replied to the notice of charge on the player's behalf. On 16 August 2023, the NADO sent a notification on determination of potential ADRV to the player and offered him a sanction proposal. On 29 August 2023, the player rejected the sanction proposal.

On 29 August 2023, the NADO referred the matter to the TJD-AD. On 30 August 2023, the TJD-AD president issued directions regarding the player's case. On 21 December 2023, the anti-doping prosecutor submitted his claim to the TJD-AD, requesting that the player be sanctioned. On 26 January 2024, the player filed his defense. The TJD-AD held a two-day hearing on 18 and 25 March 2024. On 28 March 2024, the TJD-AD rendered its decision, sanctioning the player.

The player filed his appeal with CAS requesting that the panel set aside the TJD-AD decision. The government and the NADO filed their respective answers requesting that the panel confirm the TJD-AD decision.

**CAS 2024/A/10473 Gabriel Barbosa Almeida v. União & ABCD****Before the Court of Arbitration for Sport**

- / **2 April 2024:** player filed statement of appeal
- / **2 April 2024:** player requested stay
- / **9 April 2024:** NADO requested WADA notification
- / **9 April 2024:** NADO requested FIFA notification
- / **10 April 2024:** notification requests denied
- / **11 April 2024:** TJD-AD requested exclusion
- / **12 April 2024:** NADO objected stay
- / **15 April 2024:** player conditionally agreed to exclusion
- / **17 April 2024:** NADO agreed to condition
- / **18 April 2024:** TJD-AD excluded
- / **23 April 2024:** first panel constituted
- / **29 April 2024:** player filed appeal brief
- / **29 April 2024:** player request evidence production during hearing
- / **30 April 2024:** stay granted
- / **30 April 2024:** first panel decided to hold hearing
- / **8 May 2024:** first panel decided in-person hearing in Lausanne, Switzerland
- / **23 May 2024:** first panel decided 7 June 2024 as hearing date
- / **23 May 2024:** first panel requested respondents to provide answers' filing proof
- / **24 May 2024:** NADO filed submission
- / **24 May 2024:** NADO requested time limit extension to file answer
- / **30 May 2024:** player objected
- / **31 May 2024:** first panel decided answer deadline expired
- / **5 June 2024:** government objected to proceedings' notification
- / **5 June 2024:** government requested to start the proceedings anew
- / **6 June 2024:** CAS Court Office suspended hearing scheduled
- / **27 June 2024:** player objected
- / **27 June 2024:** player suggested new deadline to government to file answer
- / **3 July 2024:** government objected
- / **3 July 2024:** government reiterated position
- / **8 July 2024:** first panel declared government's notification irregular
- / **8 July 2024:** first panel granted new answer deadline
- / **8 July 2024:** first panel invited respondents to submit whether agreed panel composition
- / **11 July 2024:** respondents objected to panel composition
- / **11 July 2024:** respondents requested new panel
- / **18 July 2024:** panel president and CAS-nominated arbitrator voluntary resigned
- / **18 July 2024:** appellant-appointed arbitrator remained
- / **22 July 2024:** government filed submission
- / **22 July 2024:** government requested clarifications
- / **22 July 2024:** government requested access to case file
- / **29 July 2024:** respondents jointly nominated arbitrator
- / **29 July 2024:** government reiterated position
- / **4 October 2024:** CAS Court Office provided clarification
- / **9 October 2024:** second panel constituted
- / **11 October 2024:** government reiterated position
- / **11 October 2024:** government requested stay revoked
- / **11 October 2024:** government requested panel anew, including appellant-appointed arbitrator
- / **11 October 2024:** government requested CMC
- / **17 October 2024:** CAS Court Office provided clarification
- / **18 October 2024:** player agreed CMC
- / **25 October 2024:** government filed submission
- / **25 October 2024:** government reiterated position
- / **25 October 2024:** government objected to jurisdiction
- / **31 October 2024:** CAS Court Office provided clarification
- / **8 November 2024:** government filed submission
- / **8 November 2024:** government reiterated stay revocation request *inaudita altera pars*
- / **11 November 2024:** request *inaudita altera pars* denied
- / **14 November 2024:** government reiterated request
- / **14 November 2024:** government requested reply after other parties' submissions
- / **27 November 2024:** NADO filed comments
- / **2 December 2024:** player filed comments
- / **3 December 2024:** second panel held CMC
- / **10 December 2024:** government filed reply
- / **15 January 2025:** stay confirmed
- / **15 January 2025:** second panel decided to hold in-person hearing in Rio de Janeiro, Brazil
- / **18 February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **3 April 2025:** panel held in-person hearing
- / **4 April 2025:** panel held in-person hearing
- / **4 July 2025:** panel issued award

## » CAS 2024/A/10473 Gabriel Barbosa Almeida v. União & ABCD

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the player is upheld; and (b) the TJD-AD decision is set aside.

#### Main issue

The panel reasons that attempted tampering requires intentional and substantial interference with or obstruction of the doping control process. For instance, delaying or obstructing the investigation or results management in a tangible and meaningful way. This intends to guarantee the integrity and reliability of the doping control process. As such, the conduct goes beyond providing false information, lying or being rude. Furthermore, it requires an intentional act that materially subverts or obstructs the doping control process, affecting results management or undermining the integrity of the disciplinary proceedings.

The panel notes that the DCOs completed the doping control test and collected valid samples. Moreover, there is no evidence that the player violated any instructions given by the DCOs. Furthermore, the DCOs did not act diligently during the doping control process. In addition, the player's rudeness and non-cooperative stance falls outside the scope of anti-doping rule violations.

The panel decides that the player's actions do not meet the threshold for attempted tampering under WADC art. 2(5) and CBA art. 122.

#### Supporting issue n.1

The panel reasons that notification under ISTI must be performed directly by a DCO. The notification must include explanation of rights and responsibilities of the athlete undergoing doping control test. In addition, the DCO must inform the athlete about the need for continuous chaperoning from the initial contact to his arrival to the doping control station.

The panel notes that the club's doctor informed the player of the doping control test. As such, the DCOs did not directly and formally notify the player. Moreover, the DCOs did not properly escort and supervise the player to the doping control station after sufficient notification of the doping control test.

The panel decides that the DCOs did not properly notify the player to immediately report to the doping control station and that his continuous supervision by the DCOs was necessary for doping controls.

#### Supporting issue n.2

The panel reasons that a hostile or disrespectful conduct by an athlete subject to a doping control test constitutes tampering or procedural breach when such conduct affects sample integrity.

The panel notes that the player's hostile and disrespectful behavior did not affect sample integrity during the doping control test. Moreover, he did not obstruct sample collection and did not try to manipulate the collected samples. The player's attitude, inter alia, included: (i) turning his back to the DCOs when passing the urine sample; (ii) aborting his first attempt to provide a urine sample; (iii) leaving the urine sample unsealed on a table after his second attempt; and (iv) making written declarations on the DCF.

## » CAS 2024/A/10473 Gabriel Barbosa Almeida v. União & ABCD

The panel decides the player's conduct falls outside the scope of anti-doping rule violations.

As *obiter dictum*, the panel notes that the player's conduct is reproachable. In addition, it could have constituted an ADRV if the DCOs had properly notified the player and/or adopted a more robust approach by putting the player clearly on guard and advising him that they would not tolerate any further delays.

Moreover, the panel notes that the Brazilian anti-doping authorities have chosen not to implement a code of conduct to sanction an athlete's obstructive and disrespectful behavior below the threshold of an ADRV.

Furthermore, the panel notes that the case shows that there may be a cultural problem in Brazilian football when it comes to out of competition anti-doping controls. In the panel's opinion, Brazilian football tolerates doping controls but does not support the important tasks of the Brazilian anti-doping authorities. As such, the DCOs and anti-doping authorities must demand respect from all entities involved in football and that clubs, players and support staff must pay respect to the DCOs. Limiting the activities beyond what is strictly necessary according to the anti-doping rules should not be allowed or tolerated, for instance restricting access to the training centres. Clubs, players and support staff should behave politely towards anti-doping authorities and should follow directions recommended by the DCOs. As such, clubs, players and support staff should cooperate. DCOs should prevent obstructions to cooperate from the outset. This should be a starting point to the proper functioning of the anti-doping system.

# TAS 2024/A/10820

## Olympique des Alpes SA (OLA) et Barthélémy Constantin c. Association Suisse de Football (ASF)

Reference number: [TAS 2024/A/10820](#)

Award date: 11 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Olympique des Alpes SA (OLA)	 Switzerland	 <b>Member association</b> Association Suisse de Football (ASF)	 Switzerland
<b>LEGAL TEAM</b> Etude Couchepin & Coudray SA in Martigny, Switzerland <b>Ambroise Couchepin</b>   Attorney-at-law <b>Stéphane Coudray</b>   Attorney-at-law		<b>LEGAL TEAM</b> In-house legal department in Muri, Switzerland <b>Dominique Schaub</b>   CLO <b>Paulo Soares</b>   Legal counsel	
APPELLANT		<b>SOLE ARBITRATOR</b> <div style="background-color: #e6f2ff; padding: 5px;"> <b>Petros C. Mavroidis</b>            Professor in Commugny, Switzerland         </div>	<b>AD HOC CLERK</b> <div style="background-color: #e6f2ff; padding: 5px;"> <b>Stéphanie De Dycker</b>            Clerk in Lausanne, Switzerland         </div>
<b>Official</b> Barthélémy Constantin	 Switzerland		
<b>LEGAL TEAM</b> Etude Couchepin & Coudray SA in Martigny, Switzerland <b>Ambroise Couchepin</b>   Attorney-at-law <b>Stéphane Coudray</b>   Attorney-at-law			

### CATEGORY

Disciplinary

### ISSUES

due process; sanction

### RELEVANT RULES & REGULATIONS

CAS Code; art. R57

Swiss MA DR; arts. 27, 52, 53, 64, 66, 68

### LANGUAGE

French

### KEYWORDS

procedural fairness; referral; right to be heard

### CASE LAW CITED

- » **De novo review, procedural flaws:** TAS 94/129; TAS 2009/A/1920; TAS 2013/A/3262.
- » **De novo review, scope:** CAS 98/211; CAS 99/A/252; TAS 2004/A/549; TAS 2005/A/983 & 984; CAS 2017/A/5127.
- » **Due process, right to be heard:** ATF 136 V 117; ATF 141 I 60; ATF 135 I 279; ATF 135 II 286; ATF 141 V 557; ATF 139 II 489; ATF 139 I 189; ATF 138 I 484; ATF 138 I 154; ATF 137 I 195; ATF 142 III 48; ATF 126 I 97; ATF 129 I 232; ATF 136 I 229; ATF 138 I 232; CAS 2024/A/10590.
- » **Sanction, grounds:** TAS 2013/A/3264; TAS 2014/A/3794.



### ORIGIN

Swiss MA Appeal Tribunal, appeal

### Main issue

**Did the Swiss MA violate the official's right to be heard?**

Yes, the Swiss MA violated the official's right to be heard.

**TAS 2024/A/10820**

Olympique des Alpes SA (OLA)  
et Barthélémy Constantin c.  
Association Suisse de Football (ASF)

**Before the Court of Arbitration for Sport**

- / **23 August 2024:** appellants filed statement of appeal
- / **23 August 2024:** appellants requested stay
- / **24 August 2024:** stay granted
- / **27 August 2024:** member association objected
- / **29 August 2024:** stay maintained
- / **17 September 2024:** appellants requested SoA as appeal brief
- / **16 October 2024:** member association filed answer
- / **23 October 2024:** sole arbitrator appointed
- / **1 November 2024:** sole arbitrator decided to hold hearing
- / **27 November 2024:** sole arbitrator held CMC
- / **3 December 2024:** sole arbitrator issued directions
- / **11 February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **18 February 2025:** appellants filed evidence upon request
- / **24 February 2025:** member association filed evidence upon request
- / **12 March 2025:** ad hoc clerk appointed
- / **13 March 2025:** sole arbitrator held hybrid hearing
- / **11 July 2025:** sole arbitrator issued award

**Background**

On 27 April 2024, the official allegedly insulted a referee for the Swiss Cup semifinal between the club and another Swiss club. The referee report stated that the official used the term *hurensohn*.

On 3 May 2024, the Swiss MA Control and Disciplinary Committee sanctioned the official and published it online without prior notification. The official and the club appealed the decision before the Swiss MA Appeal Tribunal on 8 May 2024. The Swiss MA Appeal Tribunal dismissed the official's and the club's appeals on 22 August 2024.

The official and the club filed their appeal with CAS requesting that the sole arbitrator set aside the Swiss MA Appeal Tribunal decision. The Swiss MA filed its answer requesting that the sole arbitrator confirm the Swiss MA Appeal Tribunal decision.

## » TAS 2024/A/10820 Olympique des Alpes SA (OLA) et Barthélémy Constantin c. Association Suisse de Football (ASF)

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by club and official is upheld; (b) the Swiss MA Appeal Tribunal decision is set aside; (c) the case is referred back to the Swiss MA Control and Disciplinary Committee.

#### Main issue

The sole arbitrator reasons that the right to be heard implies the right: (i) to be informed by the competent authority of the initiation of proceedings; (ii) for the party concerned to explain itself before a decision is made to its detriment; (iii) to provide evidence regarding facts likely to influence the outcome of the decision; (iv) to access the case file; (v) to participate in the production of evidence; (vi) to be informed of any argument presented to the court; and (vii) to be allowed to comment on any argument presented to the court. In addition, the right to be heard implies the obligation for the authority to objectively consider the case from the perspective of the party who has alleged the facts and offered evidence.

Moreover, the sole arbitrator reasons that the right to be heard includes the right to receive the reasoning behind decisions. In addition, the reasoning must allow the concerned party to verify that the authority was not guided by erroneous or irrelevant considerations as well as to understand the scope of the decision to either accept it or challenge it.

The sole arbitrator further reasons that it is one of the most fundamental due process safeguards that parties accused of wrongdoing are not only notified of being prosecuted, but that they are provided with a meaningful opportunity to be heard. As such, it includes the right of any party that is subject to disciplinary proceedings to know the reasons of any decision rendered against it.

The sole arbitrator reasons that a CAS panel shall review the facts and the law with full power of examination. As such, it may issue a new decision replacing the challenged decision. Otherwise, it may annul the challenged decision and refer the case back to the authority that issued it. In addition, the sole arbitrator reasons that a CAS panel has discretion to choose between such options. Furthermore, fundamental violations cannot be corrected by an appeal before CAS.

The sole arbitrator notes that the Swiss MA bodies violated the official's right to be heard from the opening of the disciplinary proceedings to the notification of the Swiss MA Control and Disciplinary Committee decision as well as the Swiss MA Appeals Tribunal conduct of the appeals proceedings. That amounts to a fundamental violation that cannot be corrected by an appeal before CAS.

The sole arbitrator decides that the Swiss MA violated the official's right to be heard. As such, the sole arbitrator refers the case back to the Swiss MA Control and Disciplinary Committee.

# TAS 2023/A/9890

## Platense FC v. CD Honduras del Progreso & CD Real Sociedad Municipal & LNFP & FENAFUTH

Reference number: [TAS 2023/A/9890](#)

Award date: 16 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Platense FC</b>	 Honduras	 <b>Club</b> <b>CD Honduras del Progreso</b>	 Honduras
<b>LEGAL TEAM</b> Ricardo Daniel Omar Frega Navia   Attorney-at-law in Buenos Aires, Argentina		<b>LEGAL TEAM</b> Elías Nazar   Attorney-at-law in Tegucigalpa, Honduras	
<b>SOLE ARBITRATOR</b>	<b>Jaime Castillo</b> Attorney-at-law in Mexico City, Mexico	<b>RESPONDENT</b>	
		 <b>Club</b> <b>CD Real Sociedad Municipal</b>	 Honduras
		<b>LEGAL TEAM - Not available</b>	
<b>CATEGORY</b> <b>Other</b>		<b>RESPONDENT</b>	
<b>ISSUES</b> denial of justice; enforcement		 <b>League</b> <b>Liga Nacional de Fútbol Profesional de Primera División (LNFP)</b>	 Honduras
<b>RELEVANT RULES &amp; REGULATIONS</b> CAS Code; art. R57 Honduran MA DC; art. 77(3) LNFP Statutes; arts. 14(2), 39, 51, 56, 58 LNFP Competition Regulations; art. 55 PILA; art. 186(1)		<b>LEGAL TEAM</b> LNFP General Secretariat in San Pedro Sula, Honduras <b>Roque Pascuá Bográn</b>   General secretary	
<b>LANGUAGE</b> Spanish		<b>RESPONDENT</b>	
<b>KEYWORDS</b> referral		 <b>Member association</b> <b>Federación Nacional de Fútbol de Honduras (FENAFUTH)</b>	 Honduras
<b>CASE LAW CITED</b> » <b>Jurisdiction, denial of justice:</b> CAS 2005/A/944; CAS 2017/A/5086.; CAS 2020/A/6921 & 7297		<b>LEGAL TEAM</b> <b>Jorge Luis Lazo Meraz</b>   Attorney-at-law in San Pedro Sula, Honduras <b>Mario Turcios Alarcón</b>   Attorney-at-law in San Pedro Sula, Honduras Honduran MA General Secretariat in Tegucigalpa, Honduras <b>José Eduardo Lazo Rodríguez</b>   General secretary	

### ORIGIN

Honduran MA Appeals Committee, appeal

### Main issue

**Does the appealed decision comply with the operative part of the award in TAS 2023/A/9384?**

No, the appealed decision does not comply with the operative part of the award in TAS 2023/A/9384 and does not follow the directions extended to the member association under the referral order.

**TAS 2023/A/9890****Platense FC v. CD Honduras del Progreso & CD Real Sociedad Municipal & LNFP & FENAFUTH****Before the Court of Arbitration for Sport**

- / **13 August 2023:** Platense requested stay
- / **16 August 2023:** member association objected
- / **18 August 2023:** stay granted
- / **24 August 2023:** Platense filed statement of appeal
- / **24 August 2023:** Platense requested expedited proceedings
- / **30 August 2023:** RSM objected
- / **30 August 2023:** league objected
- / **30 August 2023:** expedited proceedings denied
- / **6 September 2023:** Platense filed appeal brief
- / **6 October 2023:** league filed answer
- / **6 October 2023:** league objected jurisdiction
- / **6 October 2023:** member association filed answer
- / **6 October 2023:** member association objected jurisdiction
- / **26 October 2023:** sole arbitrator appointed
- / **20 November 2023:** Platense filed comments
- / **24 November 2023:** sole arbitrator decided to hold online hearing
- / **27 November 2023:** CAS Court Office forwarded order of procedure to the parties
- / **6 December 2023:** sole arbitrator held online hearing
- / **16 July 2025:** sole arbitrator issued award

## Background

The league requires clubs to pay a registration fee before the start of each tournament. RSM and Progreso failed to pay the registration fee before the deadline for the 2021/2022 season. Platense filed a complaint on 11 November 2021 alleging that both clubs should be sanctioned with point deductions. The league rejected the complaint on 9 December 2021. Platense adhered to another Honduran club's appeal before the member association. Internal proceedings continued until the Honduran MA Appeals Committee confirmed the league's decision on 26 December 2022. Platense appealed before CAS under TAS 2023/A/9384, which resulted on the member association reopening the proceedings on 7 August 2023 due to a partial CAS award dated 12 July 2023.

Platense filed its appeal with CAS requesting that the sole arbitrator set aside the Honduran MA Appeals Committee decision. The respondents filed their respective answers requesting that the sole arbitrator confirm the Honduran MA Appeals Committee decision, save for RSM and Progreso that defaulted on their respective answers.

## » TAS 2023/A/9890 Platense FC v. CD Honduras del Progreso & CD Real Sociedad Municipal & LNFP & FENAFUTH

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Platense is partially upheld; and (b) the Honduran MA Appeals Committee decision is set aside; (c) RSM is sanctioned with a 7-point deduction; (d) Progreso is sanctioned with a 5-point deduction; and (e) Platense is awarded 4 points and reinstated to the league for the 2024/2025 season.

#### Main issue

The sole arbitrator reasons that a decision that does not comply with the directions issued on a referral order contained in a CAS award is ineffective and unlawful.

The sole arbitrator notes that the award in TAS 2023/A/9384 set aside the member association's resolution dated 26 December 2022 and ordered the Honduran MA to issue a decision exclusively on the merits of the complaint. The Honduran MA did not follow the directions contained in the CAS award.

The sole arbitrator decides that the appealed decision does not comply with the operative part of the award in TAS 2023/A/9384 and does not follow the directions extended to the member association under the referral order.

# TAS 2024/A/10544

## Óscar Luis Vanegas Zúñiga v. Deportivo Toluca

Reference number: [TAS 2024/A/10544](#)

Award date: 24 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> Óscar Luis Vanegas Zúñiga	 Colombia	 <b>Club</b> Deportivo Toluca	 Mexico
<b>LEGAL TEAM</b> Danilo Monti   Attorney-at-law in Santa Fe, Argentina		<b>LEGAL TEAM</b> Luis Torres Septién   Attorney-at-law in Mexico City, Mexico Javier Ferrero   Attorney-at-law in Mexico City, Mexico Andrés Etienne Salinas   Attorney-at-law in Mexico City, Mexico	
<b>PANEL</b>	<b>President.</b> Santiago Durán Hareau Attorney-at-law in Montevideo, Uruguay	<b>Arbitrator.</b> Roberto Moreno Rodríguez Alcalá Attorney-at-law and professor in Asunción, Paraguay	<b>Arbitrator.</b> Fernando Cabrera García, Attorney-at-law in Mexico City, Mexico

### CATEGORY

#### Employment, Status & Transfer

### ISSUES

statute of limitations; termination

### RELEVANT RULES & REGULATIONS

FIFA RSTP; arts. 17, 22, 23  
 Mexican Civil Code; art. 2395  
 Mexican Labour Law; arts. 5, 33, 47, 50, 147, 181, 292-303, 516-519, 521  
 Mexican MA NDRC Regulations; arts. 3, 28  
 SCC; art. 2  
 SCO; arts. 44, 73, 104

### LANGUAGE

English

### KEYWORDS

breach of contract; compensation; interruption; liquidated damages; mitigation; mutual fault

### CASE LAW CITED

- » **Applicable law, choice of law:** TAS 2011/A/2382 & 2383.
- » **Compensation, Mexican law:** TAS 2022/A/8705; TAS 2024/A/10307.
- » **Compensation, mutual fault:** CAS 2022/A/8963.
- » **Compensation, reciprocity requirement:** CAS 2019/A/6514; TAS 2023/A/9819.
- » **Compensation, reduction:** TAS 2023/A/9819.

### ORIGIN

Mexican MA NDRC, appeal

#### Main issue n.1

**Is the player's claim time-barred?**

No, the player's claim is not time-barred.

#### Main issue n.2

**Is the liquidated damages clause included in the player's employment contract valid?**

No, the liquidated damages clause in favour of the player is not valid.

**TAS 2024/A/10544****Óscar Luis Vanegas Zúñiga v.  
Deportivo Toluca****Before the Court of Arbitration for  
Sport**

- / **1 May 2024:** player filed statement of appeal
- / **9 May 2024:** Mexican MA renounced intervention
- / **3 June 2024:** player filed appeal brief
- / **26 July 2024:** panel constituted
- / **14 August 2024:** club filed answer
- / **11 September 2024:** panel decided to hold hearing
- / **8 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **21 November 2024:** panel held online hearing
- / **24 July 2025:** panel issued award

## Background

The parties signed an employment agreement on 2 July 2021. The club terminated the player's employment contract on 25 June 2022. On the same date, the player rejected the club's compensation offer and submitted a counteroffer.

The player filed a claim before the FIFA NDRC against the club for breach of contract on 16 March 2023, requesting compensation. The FIFA DRC rendered its decision on 22 June 2023, declining jurisdiction.

The player filed another claim before the Mexican MA NDRC against the club for breach of contract on 28 August 2023, requesting compensation. The Mexican MA NDRC rendered its decision on 8 April 2024, rejecting the player's claim as time-barred. The Mexican MA NDRC notified its decision's grounds on 11 April 2024.

The player filed his appeal with CAS requesting that the panel set aside the Mexican MA NDRC decision. The club filed its answer requesting that the panel confirm the Mexican MA NDRC decision.

## » TAS 2024/A/10544 Óscar Luis Vanegas Zúñiga v. Deportivo Toluca

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the player is partially upheld; and (b) the Mexican MA NDRC decision is set aside.

#### Main issue n.1

The panel reasons that the general rule according to the Mexican Labour law is that a claim is time-barred if more than a year elapses from the day following the date on which the obligation becomes enforceable, subject to interruption.

The panel notes that the player filing of a claim before the FIFA DRC interrupts the statute of limitations period.

The panel decides that the player's claim is not time-barred.

#### Main issue n.2

The panel reasons that a contractual clause that is against public policy is null and void. Moreover, compensation may be subject to mitigation and other forms of reduction, such as due to mutual fault.

The panel notes that the club drafted, interpreted, and executed a compensation clause through which it seeks to prematurely terminate the employment contract of the player in an unbalanced manner and contrary to mandatory rules in force under Mexican Labour Law. As such, the club is in an advantageous and abusive position towards the player.

In addition, the panel notes that compensation must be mitigated as the player signed a new employment agreement. Furthermore, the player acted negligently throughout, which renders further reduction of the total compensation.

The panel decides that the liquidated damages clause included in the player's employment contract, and in his favour, is not valid.

**TAS 2024/A/10496**

Jesús Alberto Dueñas Manzo v. FC Juárez

**TAS 2024/A/10497**

FC Juárez v. Jesús Alberto Dueñas Manzo &amp; Federación Mexicana de Fútbol

Reference number: [TAS 2024/A/10496](#),  
[TAS 2024/A/10497](#)

Award date: 25 July 2025

Seat of arbitration: Lausanne, Switzerland



PARTY		RESPONDENT	
<b>Player</b> <b>Jesús Alberto Dueñas Manzo</b>	 Mexico	 <b>Member association</b> <b>Federación Mexicana de Fútbol</b>	 Mexico
<b>LEGAL TEAM</b> <b>Mélanie Schärer</b>   Attorney-at-law in Zurich, Switzerland		<b>LEGAL TEAM</b> Mexican MA General Secretariat in Toluca, Mexico <b>Iñigo Riestra</b>   Secretary general	
PARTY		PANEL	
 <b>Club</b> <b>FC Juárez</b>	 Mexico	<b>President.</b> <b>Margarita Echeverría Bermúdez</b> Attorney-at-law in San José, Costa Rica	<b>Arbitrator.</b> <b>Daniel Cravo Souza</b> Attorney-at-law in Porto Alegre, Brazil
<b>LEGAL TEAM</b> <b>Ramón Fernández</b>   Attorney-at-law in Valencia, Spain <b>Daniel Muñoz Sirera</b>   Attorney-at-law in Valencia, Spain <b>Alejandro Campos</b>   Attorney-at-law in Mexico City, Mexico <b>Rodrigo Cuello Garza</b>   Attorney-at-law in Mexico City, Mexico		<b>Arbitrator.</b> <b>Jordi López Batet</b> Attorney-at-law in Barcelona, Spain	

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

termination

**RELEVANT RULES & REGULATIONS**FIFA RSTP; art. 17  
Mexican Labour Law; art. 50**LANGUAGE**

Spanish

**KEYWORDS**

breach of contract; compensation; just cause

**CASE LAW CITED**» **Compensation, calculation:** CAS 2023/A/9819.**ORIGIN**

Mexican MA NDRC, appeal

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

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

**TAS 2024/A/10496**Jesús Alberto Dueñas Manzo v.  
FC Juárez**TAS 2024/A/10497**FC Juárez v. Jesús Alberto Dueñas  
Manzo & Federación Mexicana de  
Fútbol**Before the Court of Arbitration for  
Sport**

- / **10 April 2024:** player filed statement of appeal
- / **10 April 2024:** club filed statement of appeal
- / **13 May 2024:** player filed appeal brief
- / **13 May 2024:** club filed appeal brief
- / **24 June 2024:** player filed answer
- / **24 June 2024:** club filed answer
- / **28 May 2024:** panel constituted
- / **12 November 2024:** panel decided to hold in-person hearing
- / **4 December 2024:** panel held hybrid hearing
- / **25 July 2025:** panel issued award

## Background

The player and the club signed an employment agreement on 20 June 2022. Once the 2023 Mexican *Torneo Clausura* ended, the Mexican club gave vacation to its players. After the vacation period, the club's technical secretary told the player he was no longer on the club's plans for the next season and that he would train apart from the first team from now on. The player rejected. Initially, the club and the player had different perspectives as to when his employment contract with the club was to end. The player believed his employment contract with the club ran for three seasons, while the club stated that his employment contract ran for only one season.

On 26 May 2023, the Mexican MA delivered the player a copy of his employment contract registered with it that stated that its duration was of one season. On 3 July 2023, the club received a copy of the player's employment contract with a three-season duration. On 4 July 2023, the club registered that contract with the Mexican MA. The Mexican MA did not register it under the LIGA MX Competition Regulations art. 41.

The player filed a claim before the Mexican MA NDRC against the club for breach of contract. The club filed a counterclaim. The Mexican MA NDRC rendered its decision on 7 March 2024, partially upholding the player's claim. The Mexican MA NDRC notified its decision's grounds 21 March 2024.

The player and the club filed their appeal with CAS requesting that the panel set aside the Mexican MA NDRC decision. The member association defaulted on its answer.

## » TAS 2024/A/10496 Jesús Alberto Dueñas Manzo v. FC Juárez

### TAS 2024/A/10497 FC Juárez v. Jesús Alberto Dueñas Manzo & Federación Mexicana de Fútbol

#### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the player is partially upheld; (b) the appeal filed by the club is dismissed; (c) the Mexican MA NDRC decision is amended.

#### Main issue

The panel reasons that the management and administration of a team is the full responsibility of its representatives. A football player negotiates with the entity, not with individuals. A club's lack of diligence and organization, leading to the incorrect registration of an employment contract affects the employee directly. As such, a player in this situation has just cause to an early termination of the employment contract.

The panel notes that the club did not register the player for the 2023-2024 LIGA MX season and that it excluded the player from training. As such, the club's actions constitute a serious breach of the employment contract that it had with the player.

The panel decides that the player had just cause to terminate his employment contract with the club.

# CAS 2022/A/9173

## Ashutosh Mehta v. National Anti-Doping Agency India (NADA)

Reference number: [CAS 2022/A/9173](#)

Award date: 28 July 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> <b>Ashutosh Mehta</b>	 India	<b>NADO</b> <b>National Anti-Doping Agency India (NADA)</b>	 India
<b>LEGAL TEAM</b> Krida Legal in New Delhi, India <b>Vidushpat Singhania</b>   Attorney-at-law <b>Achyuth Jayagopal</b>   Attorney-at-law <b>Kushagra Jain</b>   Attorney-at-law <b>Daisy Roy</b>   Attorney-at-law		<b>LEGAL TEAM</b> <b>Yasir Arafat</b>   Law officer in New Delhi, India <b>Manpreet Kaur Bhasin</b>   Attorney-at-law in New Delhi, India	
<b>SOLE ARBITRATOR</b>		<b>Jeffrey G. Benz</b>   Attorney-at-law and barrister in London, United Kingdom	

### CATEGORY

Other

### ISSUES

doping; jurisdiction

### RELEVANT RULES & REGULATIONS

CAS Code; arts. R47(1), R55(4)  
NADA ADR; art. 13(2)

### LANGUAGE

English

### KEYWORDS

lack of jurisdiction

### CASE LAW CITED

» **Doping, international level:** CAS 2018/A/5853.

### ORIGIN

Indian Anti-Doping Disciplinary Panel (ADDP), appeal

#### Preliminary issue

**Does CAS have jurisdiction to hear the dispute?**

No, CAS does not have jurisdiction

**CAS 2022/A/9173****Ashutosh Mehta v. National  
Anti-Doping Agency India (NADA)****Before the Court of Arbitration for  
Sport**

- / **6 October 2022:** player filed statement of appeal
- / **10 October 2022:** player requested SoA as appeal brief
- / **10 October 2022:** player requested evidence production
- / **5 November 2022:** NADO objected to jurisdiction
- / **18 November 2022:** player filed comments
- / **31 March 2023:** sole arbitrator appointed
- / **12 June 2023:** sole arbitrator decided to hold online hearing
- / **30 June 2023:** CAS Court Office forwarded order of procedure to the parties
- / **6 July 2023:** sole arbitrator held hearing
- / **28 July 2025:** sole arbitrator issued award

**Background**

On 8 February 2022, the player was tested in-competition after a match. The player's tested positive and was notified of his adverse analytical finding on 25 March 2022. The player provided substantial assistance on 2 May 2022, alleging that a teammate had given him the substance disguised as Ayurvedic medicine. On 24 June 2022, the player B-sample confirmed the result, and he was notified of being charged with an ADRV. On the same date, the player accepted his provisional suspension.

On 19 July 2022, the ADRV charges against the player were submitted for determination to the members of the ADDP. On 7 September 2022, the ADDP held a hearing. On 15 September 2022, the ADDP imposed a two-year period of ineligibility on the player.

The player filed an appeal with CAS requesting that the sole arbitrator set aside the ADDP decision. The NADO filed a lack of jurisdiction objection.

## » CAS 2022/A/9173 Ashutosh Mehta v. National Anti-Doping Agency India (NADA)

### MAIN LEGAL FINDINGS

The sole arbitrator decided that the CAS does not have jurisdiction to hear the appeal.

#### Preliminary issue

The sole arbitrator reasons that an appeal against the decision of a federation, association or sports-related body may be filed with the CAS if: (i) the statutes or regulations of said body so provided; or (ii) if the parties have concluded a specific arbitration agreement. In addition, the appellant must have exhausted the legal remedies available to it prior to the appeal.

Moreover, the sole arbitrator reasons that an international-level athlete is an athlete who competes in sport at the international level as defined by each IF and consistent with the WADA ISTI. FIFA defines an international-level athlete as a player designated by FIFA or a confederation as being within FIFA's or the confederation's registered testing pool and/or a player who participates regularly in international competitions and/or competitions under the jurisdiction of the confederation.

The sole arbitrator further reasons that an athlete should not obtain the status of an international-level athlete merely by participating in international competition on a sporadic basis. Rather, the definition of a international-level athlete in the FIFA ADR refers to regular participation. As such, repeated times, with equal or similar amounts of time between one time and the next.

The sole arbitrator notes the NADO has objected to the CAS jurisdiction. In addition, the alleged ADRV did not occur in an international event and the player was not an international-level athlete in accordance with NADA ADR art. 13(2)(1) at the time he underwent testing. Particularly, the player had only competed in approximately five international matches in March and August 2021, he had not competed in any international match for more than five months prior to sample collection, and he had only participated in international matches for a total of 55 minutes.

The sole arbitrator decides that the CAS does not have jurisdiction to hear the dispute.

# TAS 2025/A/11216

## Club Atlético Peñarol c. CONMEBOL

Reference number: [TAS 2025/A/11216](#)

Award date: 12 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Club Atlético Peñarol</b>	 Uruguay	 <b>Confederation</b> <b>Confederación Sudamericana de Fútbol (CONMEBOL)</b>	 Paraguay
<b>LEGAL TEAM</b> Íñigo de Lacalle Baigorri   Attorney-at-law in Madrid, Spain Juan Alfonso Prieto Huang   Attorney-at-law in Madrid, Spain		<b>LEGAL TEAM</b> Emanuel Cortada   Attorney-at-law in Zurich, Switzerland Jonas Gürtler   Attorney-at-law in Zurich, Switzerland	
<b>PANEL</b>	<b>President.</b> <b>Mariano Clariá</b> Attorney-at-law in Buenos Aires, Argentina	<b>Arbitrator.</b> <b>Daniel Cravo Souza</b> Attorney-at-law in Porto Alegre, Brazil	<b>Arbitrator.</b> <b>Giulio Palermo</b> Attorney-at-law in Geneva, Switzerland

**CATEGORY****Disciplinary****ISSUES**

admissibility; sanction

**RELEVANT RULES & REGULATIONS**

CONMEBOL Libertadores Club Manual;  
 art. 5  
 CONMEBOL Disciplinary Code; arts. 6, 7, 8,  
 12, 26, 27, 64

**LANGUAGE**

Spanish

**KEYWORDS**

due process; proportionality

**CASE LAW CITED**

» None

**ORIGIN**

CONMEBOL Appeal Committee, appeal

**Main issue****Does the sanction meet the proportionality test?**

Yes, the sanction meets the proportionality test.

**TAS 2025/A/11216**Club Atlético Peñarol v.  
CONMEBOL**Before the Court of Arbitration for Sport**

- / **27 February 2025:** club filed statement of appeal
- / **27 February 2025:** club requested stay
- / **19 March 2025:** confederation objected
- / **19 March 2025:** panel constituted
- / **28 March 2025:** stay denied
- / **31 March 2025:** panel held case management conference
- / **31 March 2025:** club filed appeal brief
- / **28 April 2025:** confederation filed answer
- / **9 May 2025:** panel issued operative part
- / **12 August 2025:** panel issued award

## Background

On 30 October 2024, Peñarol played a Brazilian club for the second leg of the CONMEBOL Libertadores semifinals. The Uruguay Ministry of Interior decided to prohibit the attendance of the Brazilian club fans in the stadium hours before the match due to security concerns regarding incidents that occurred during the first leg match in Brazil.

CONMEBOL required Peñarol to guarantee that the Brazilian club fans could attend the match. As a result, the match ended up being held at Centenario stadium, which is not the Peñarol's designated venue. CONMEBOL formally authorized such change via an official statement dated 29 October 2024.

Nevertheless, several incidents occurred before, during and after the match, including: (i) attacks on vehicles of the visiting delegation; (ii) misuse of accreditations; (iii) massive use of pyrotechnics by the home fans; (iv) fire outbreaks controlled by firefighters; (v) fans climbing the stadium infrastructure; and (vi) pitch invasion by the home fans.

On 3 December 2024, the CONMEBOL Disciplinary Committee rendered its decision, sanctioning the club. On 13 January 2025, the club filed an appeal before the CONMEBOL Appeal Committee. On 24 January 2025, the CONMEBOL Appeal Committee rendered a decision declaring the appeal partially inadmissible while confirming the CONMEBOL Disciplinary Committee in full.

The club filed its appeal with CAS requesting that the panel set aside the CONMEBOL Appeal Committee decision. The confederation filed its answer requesting that the panel confirm the CONMEBOL Appeal Committee decision.

## » TAS 2025/A/11216 Club Atlético Peñarol v. CONMEBOL

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is dismissed; and (b) the CONMEBOL Appeal Committee decision is confirmed.

#### Main issue

The panel reasons that the review of disciplinary sanctions imposed by sports associations proceeds in cases of manifest disproportionality. As such, sports associations enjoy a reasonable margin of discretion when defining the appropriate sanctions within the applicable regulatory framework.

The panel notes that the club failed to discharge its burden of proving any disproportionality. Moreover, the club's repeated breaches of the CONMEBOL Disciplinary Code must be taken into account when deciding the appropriate sanction. The club president further aggravated the club's circumstances by publicly downplaying the incidents. As such, fostering a climate of permissiveness.

In addition, the panel notes that the imposed sanction responds to the seriousness, recurrence, and institutional tolerance evidenced in the case. As such, it fulfils a legitimate and necessary deterrent function.

The panel decides that the sanction meets the proportionality test.

# CAS 2024/A/10845

## Dhofar Club v. Oman Football Association

Reference number: [CAS 2024/A/10845](#)

Award date: 25 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Dhofar Club</b>	 Oman	 <b>Member association</b> <b>Oman Football Association</b>	 Oman
<b>LEGAL TEAM</b> <b>Hamouda Bouazza</b>   Attorney-at-law in Sousse, Tunisia		<b>LEGAL TEAM</b> <b>Mohammed Sulaiman Al Yahmadi</b>   MA's general secretary in Muscat, Oman	
<b>PANEL</b>	<b>President.</b> <b>James Kitching</b> Attorney-at-law in Adelaide, Australia	<b>Arbitrator.</b> <b>Olivier Carrard</b> Attorney-at-law in Geneva, Switzerland	<b>Arbitrator.</b> <b>Steven Bainbridge</b> Attorney-at-law in Dubai, UAE

**CATEGORY**

Disciplinary

**ISSUES**

jurisdiction; sanction

**RELEVANT RULES & REGULATIONS**

AFC Regulations; art. 5  
 CAS Code; art. R47  
 Court of Arbitration for Football – Oman Regulations; art. 31  
 Omani MA Regulations; arts. 1, 3, 5, 7, 8, 9, 13  
 Omani MA Statutes; arts. 61, 70

**LANGUAGE**

English

**KEYWORDS**

lack of jurisdiction; proportionality

**CASE LAW CITED**

- » **De novo review, scope:** CAS 2007/A/1394.
- » **Principles, equal treatment:** SFT 4A\_416/2020; SFT 4A\_324/2021.
- » **Principles, legality:** CAS 2004/A/794; CAS 2006/A/181; CAS 2008/A/1705; CAS 2023/A/9501.
- » **Principles, proportionality:** CAS 2016/O/4684.
- » **Sanction, discretion:** CAS 2009/A/1817 & 1844; CAS 2016/A/4501; CAS 2019/A/6667.

**ORIGIN**

Court of Arbitration for Football – Oman, appeal

**Preliminary issue****Does CAS have jurisdiction to hear the appeal?**

Yes, CAS has jurisdiction to hear the appeal.

**Main issue****Does the sanction meet the proportionality test?**

Yes, the sanction meets the proportionality test.

**CAS 2024/A/10845****Dhofar Club v. Oman Football Association****Before the Court of Arbitration for Sport**

- / **2 September 2024:** club filed statement of appeal
- / **16 September 2024:** club filed appeal brief
- / **16 September 2024:** club requested provisional measure
- / **26 September 2024:** member association objected
- / **2 October 2024:** member association filed new evidence
- / **3 October 2024:** club filed submission
- / **7 October 2024:** member association filed answer
- / **7 October 2024:** member association objected jurisdiction
- / **17 October 2024:** member association filed submission
- / **19 November 2024:** provisional measure denied
- / **26 November 2024:** panel constituted
- / **6 January 2025:** club filed comments
- / **8 January 2025:** panel decided to hold hearing
- / **22 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **26 February 2025:** panel held in-person hearing
- / **16 April 2025:** club filed comments
- / **18 April 2025:** member association filed comments
- / **25 August 2025:** panel issued award

## Background

On 2 January 2024, the AFC wrote to the member association regarding the operation of the AFC Club Licensing Regulations in advance of the 2024/2025 season. The AFC enclosed a list of alleged payables owed by Omani football clubs that had come into existence on or before 31 December 2023 in its communication, which included the club.

On the same date, the member association wrote to all clubs mentioned on the list that participated in the Oman Professional League and notified them of the Omani club licensing process for the season. On 9 January 2024, the club submitted its application for a license. On 22 January 2024, the member association requested that the club resolved its overdue payables by 31 March 2024.

On 17 February 2024, the club wrote to the member association alleging that it had fully settled all existing payables. On 18 February 2024, the member association noted some payables remained outstanding. On 31 March 2024, the club allegedly submitted proof of payment within the FIFA Legal Portal to demonstrate that it had settled the amounts deriving from two FIFA decisions.

On 4 April 2024, the member association wrote to all clubs participating in the league, notifying that the electronic Club Licensing Administration System would be open from 5 April 2024 to 11 May 2024 for OPL clubs to submit all documents to demonstrate compliance with the AFC and Omani MA regulations. On 1 May 2024, the member association sent a reminder. On 6 May 2024, the club submitted documents but did not submit any proof that it had settled the debts regarding the two FIFA decisions.

On 13 May 2024, the Omani MA Club Licensing manager produced a report following an examination of the licensing submission of the club. The report recommended the Omani MA Club Licensing Commission to deny the club a license to compete. On 14 May 2024, the Omani MA Club Licensing Commission rejected the club's application for a license.

The club appealed the decision, submitting settlement agreements dated 13 March 2024 and 17 March 2024 for the two FIFA cases. The club had not submitted both documents in its application for a license. On 21 May 2024, FIFA wrote to the parties and stated that proof of payment had been received regarding one case but not the other.

On 25 May 2024, the Omani MA Club Licensing Appeal Committee dismissed the club's appeal. On 30 May 2024, the club submitted within the FIFA Legal Portal that it had fully settled the payable owed to the remaining FIFA decision creditor. On the same date, FIFA closed the case and lifted the registration ban imposed on the club.

**CAS 2024/A/10845****Dhofar Club v. Oman Football Association****Before the Court of Arbitration for Sport**

- / **2 September 2024:** club filed statement of appeal
- / **16 September 2024:** club filed appeal brief
- / **16 September 2024:** club requested provisional measure
- / **26 September 2024:** member association objected
- / **2 October 2024:** member association filed new evidence
- / **3 October 2024:** club filed submission
- / **7 October 2024:** member association filed answer
- / **7 October 2024:** member association objected jurisdiction
- / **17 October 2024:** member association filed submission
- / **19 November 2024:** provisional measure denied
- / **26 November 2024:** panel constituted
- / **6 January 2025:** club filed comments
- / **8 January 2025:** panel decided to hold hearing
- / **22 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **26 February 2025:** panel held in-person hearing
- / **16 April 2025:** club filed comments
- / **18 April 2025:** member association filed comments
- / **25 August 2025:** panel issued award

On 4 June 2024, the Omani MA Disciplinary and Ethics Committee relegated the club to the Oman First Division for the 2024/2025 season and further deducted 6 points from the club for the season. In mid-June 2024, the club appealed the decision before the Court of Arbitration for Football – Oman. The Omani MA Appeal Committee provisionally suspended the sanctions pending the outcome of the appeal.

On 14 July 2024, the parties entered into an arbitration agreement relating to the procedure before the Court of Arbitration for Football – Oman and established a procedural timeline. On 29 August 2024, the Court of Arbitration for Football – Oman dismissed the club’s appeal. On 1 September 2024, the Omani MAN Appeal Committee revoked its decision to provisionally suspend the sanctions.

The club filed its appeal with CAS requesting that the panel set aside the Court of Arbitration for Football – Oman decision. The member association filed its answer requesting that the panel confirm the Court of Arbitration for Football – Oman decision.

## » CAS 2024/A/10845 Dhofar Club v. Oman Football Association

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is dismissed; and (b) the Court of Arbitration for Football – Oman decision is confirmed.

#### Preliminary issue

The panel reasons that sports federations have autonomy to establish their own regulations. However, there are limits to such autonomy, particularly when considering higher-ranking norms within the federation regulatory framework. This follows from the principle of legality. As such, regulations at a lower level within the hierarchy may complement and give further meaning to regulations at a higher level within the hierarchy, but they may not amend, contradict or change them.

The panel notes that the Omani MA Regulations refer to the Court of Arbitration for Football – Oman as the final appellate authority for licensing matters, while the Omani MA Statutes permit a decision of the Omani Club Licensing Appeal Committee to be appealed to both the Court of Arbitration for Football – Oman and subsequently to the CAS or directly to the CAS. As such, the Omani MA Regulations cannot contradict the Omani MA Statutes.

The panel decides that CAS has jurisdiction to hear the appeal.

#### Main issue

The panel reasons that the principle of proportionality implies that there must be a reasonable balance between the nature of misconduct and sanction. CAS panels have limited discretion to review sanctions imposed by federations when such panels make similar substantive findings as in the decision appealed against. Such discretion should only be exercised when the sanction is evidently and grossly disproportionate to the offence.

The panel notes that the member association imposed a double sanction on the club in accordance with its regulations, at the same time relegating the club and deducting 6 points for the season. However, the club finished top in Group A of the first stage of the 2024/2025 Oman First Division and qualified for the promotion stage despite that. As such, there is limited sporting or practical impact in addressing the proportionality of the points deduction.

The panel decides that the sanction meets the proportionality test.

As obiter dictum, the panel suggests that the member association consider amending its regulations to introduce some flexibility for decision-making bodies in the application of the double sanction. Particularly, it could provide that the sanction be issued based on the specific circumstances of the case.

# CAS 2025/A/11124

## Valeriy Chuperka v. FC Kuban & FUR

Reference number: [CAS 2025/A/11124](#)

Award date: 27 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> Valeriy Nikolaevich Chuperka	 Russia	 <b>Club</b> FC Kuban	 Russia
<b>LEGAL TEAM</b> Kirill Shmarov   Attorney-at-law in Moscow, Russia		<b>LEGAL TEAM</b> Yury Zaytsev   Attorney-at-law in Moscow, Russia Ilya Chicherov   Attorney-at-law in Moscow, Russia Yury Yakhno   Attorney-at-law in Moscow, Russia Daria Lukienko   Attorney-at-law in Moscow, Russia Maksim Kozyrev   Attorney-at-law in Moscow, Russia	
<b>SOLE ARBITRATOR</b> Kepa Larumbe Attorney-at-law in Madrid, Spain		<b>RESPONDENT</b>	
		 <b>Member association</b> The Football Union of Russia	 Russia
		<b>LEGAL TEAM</b> Not available	

### CATEGORY

Employment, Status & Transfer 

### ISSUES

termination

### RELEVANT RULES & REGULATIONS

CAS Code; art. R57, R58  
Russian Labour Code; art. 193  
Russian MA RSTP; arts. 8, 11

### LANGUAGE

English

### KEYWORDS

breach of contract; compensation; just cause; registration

### CASE LAW CITED

- » **Applicable law, subsidiary application:** CAS 2017/A/5374; CAS 2017/A/5465; CAS 2018/A/5624.
- » **Termination, need for notice:** CAS 2014/A/3684 & 3693.

### ORIGIN

Russian MA NDRC, appeal

### Main issue

**Did the player have just cause to terminate his employment contract?**

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

**CAS 2025/A/11124****Valeriy Chuperka v. FC Kuban & FUR****Before the Court of Arbitration for Sport**

- / **23 August 2024:** player filed statement of appeal
- / **11 September 2024:** player filed appeal brief
- / **18 February 2025:** club filed answer
- / **10 March 2025:** sole arbitrator appointed
- / **31 March 2025:** sole arbitrator decided to hold online hearing
- / **15 April 2025:** CAS Court Office forwarded order of procedure to the parties
- / **12 May 2025:** nel held online hearing
- / **27 August 2025:** panel issued award

## Background

The parties signed an employment agreement on 20 June 2023. The player did not attend the club's official match on 25 November 2023, citing family circumstances. The club requested a written explanation on 29 November 2023, which the player provided on 5 December 2023. The club imposed a disciplinary reprimand and reduced the player's monthly bonus on 22 December 2023.

The club placed the player on an individual training schedule beginning on 9 January 2024, which it extended through 23 February 2024. Meanwhile, the club conducted two training periods in Turkey while the player stayed in Russia. The club removed the player from the roster submitted to the Russian league on 22 February 2024. As such, the club deregistered the player from its main team and registered him in the club's amateur team.

At some point in February 2024, the club required the player to undergo a medical examination. On 24 February 2024, the player notified the club of material breaches of his employment contract by the club, requesting reinstatement into team activities and granting the club 10 days. The club served the player with a written demand to explain alleged unauthorized absence between 24 and 26 February 2024.

The player sent a termination notice to the club on 27 February 2024 due to his exclusion from the team and discriminatory treatment. The club issued another disciplinary order on 28 February 2024, imposing a reprimand on the player and reducing his bonus. The player sent a notice to the club on 29 February 2024, requesting outstanding remuneration and compensation.

The player filed a claim before the Russian MA NDRC against the club for breach of contract on 11 March 2024, requesting unpaid salaries and compensation. The Russian MA NDRC rendered its decision on 28 May 2024, rejecting the player's claim. The Russian MA NDRC notified its decision's grounds on 5 August 2024.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Russian MA NDRC decision. The club filed its answer requesting that the sole arbitrator confirm the Russian MA NDRC decision. The member association defaulted in its answer.

## » CAS 2025/A/11124 Valeriy Chuperka v. FC Kuban & FUR

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is partially upheld; and (b) the Russian MA NDRC decision is set aside.

#### Main issue

The sole arbitrator reasons that the requirement for a professional football player to serve formal notice to a club before unilaterally terminating the employment contract cannot be regarded as a mere procedural formality. It constitutes a fundamental legal safeguard designated to uphold the principles of contractual good faith, proportionality, and the right to remedy the contractual breach.

In addition, the sole arbitrator reasons that the notice obligation serves a protective function for both parties by mitigating the risk of opportunistic or strategic termination without giving the allegedly defaulting party a fair change to rectify the situation. This aligns with broader principles of equity and procedural fairness, which are inherent to the regulatory architecture governing employment relationships in professional football.

As such, the sole arbitrator reasons that the failure to respect the mandatory notice period may result in the disqualification of the alleged breaches as valid grounds for termination. Moreover, it may lead to the finding that the termination was carried out without just cause.

The sole arbitrator notes that the club did not respect the mandatory notice period before terminating his employment contract with the club.

The sole arbitrator decides that the player did not have just cause to terminate his employment contract.

# TAS 2025/A/11174

## Club De Deportes Melipilla v. Club Social de Deportes Concepción & Asociación Nacional de Fútbol Profesional (ANFP) de Chile

Reference number: [TAS 2025/A/11174](#)

Award date: 27 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club De Deportes Melipilla</b>	 Chile	 <b>Club Social de Deportes Concepción</b>	 Chile
<b>LEGAL TEAM</b> Óscar Fuentes Márquez   Attorney-at-law in Santiago, Chile		<b>LEGAL TEAM</b> Jorge Ibarrola   Attorney-at-law in Lausanne, Switzerland	
PANEL		RESPONDENT	
<p><b>President.</b> <b>Mariano Clariá</b> Attorney-at-law in Buenos Aires, Argentina</p> <p><b>Arbitrator.</b> <b>Andreu Camps i Povill</b> Professor in Spain</p> <p><b>Arbitrator.</b> <b>Carlos Del Campo Colás</b> Attorney-at-law in Spain</p>		 <b>Asociación Nacional de Fútbol Profesional (ANFP)</b>	 Chile
		<b>LEGAL TEAM</b> Eduardo Carlezso   Attorney-at-law in São Paulo, Brazil Rodrigo Marrubia Pereira   Attorney-at-law in São Paulo, Brazil Eduardo Diamante de Souza   Attorney-at-law in São Paulo, Brazil Felipe Rossetto   Attorney-at-law in São Paulo, Brazil	

### CATEGORY

Disciplinary

### ISSUES

admissibility; *locus standi*; sanction

### RELEVANT RULES & REGULATIONS

CAS Code; art. R57, R64  
Chilean league Sanction and Procedure Code; art. 43  
Chilean league Regulations; arts. 71, 161  
Chilean league Second Division Regulations; art. 63  
Chilean league Statutes; art. 42

### LANGUAGE

Spanish

### KEYWORDS

costs; due process; financial fair play; standing to be sued

### CASE LAW CITED

» **Appeal, costs:** TAS 2024/A/10541.

### ORIGIN

Chilean league Appeals Tribunal, appeal

#### Preliminary issue

**Did Melipilla include all mandatory respondents to the appeal?**

Yes, Melipilla included all mandatory respondents to the appeal.

#### Main issue n.1

**Did the Melipilla breach the Chilean league financial fair play regulations by failing to pay its financial obligations on time?**

Yes, the Melipilla breached the Chilean league financial fair play regulations by failing to pay its financial obligations on time.

#### Main issue n.2

**Is the point deduction sanction to be enforced in the 2024 or the 2025 season?**

The point deduction sanction is to be executed in the 2024 season.

**TAS 2025/A/11174****Club De Deportes Melipilla v. Club Social de Deportes Concepción & Asociación Nacional de Fútbol Profesional (ANFP) de Chile****Before the Court of Arbitration for Sport**

- / **7 February 2025:** Melipilla filed statement of appeal
- / **7 February 2025:** Melipilla requested stay
- / **18 February 2025:** Concepción objected
- / **18 February 2025:** league objected
- / **21 February 2025:** stay denied
- / **10 March 2025:** panel constituted
- / **12 March 2025:** Melipilla filed appeal brief
- / **27 March 2025:** panel decided to hold online hearing
- / **31 March 2025:** Concepción filed answer
- / **14 April 2025:** league filed answer
- / **17 April 2025:** CAS Court Office forwarded order of procedure to the parties
- / **7 May 2025:** panel held online hearing
- / **27 August 2025:** panel issued award

## Background

The Chilean league Disciplinary Committee opened disciplinary proceedings against Melipilla as it failed to comply with its financial obligations for October 2024 on time and in accordance with the Chilean league Regulations. The Chilean league Disciplinary Committee rendered its decision on 23 December 2024, sanctioning the club with a point deduction in the 2025 season.

Melipilla filed an appeal before the Chilean league Appeals Tribunal, which amended the Chilean league Disciplinary Committee on 31 January 2025. In short, it sanctioned the club with a point deduction in the 2024 season.

Melipilla filed its appeal with CAS requesting that the panel set aside the Chilean league Appeals Tribunal decision. Concepción and the league filed their respective answers requesting that the panel confirm the Chilean league Appeals Tribunal decision.

## » TAS 2025/A/11174 Club De Deportes Melipilla v. Club Social de Deportes Concepción & Asociación Nacional de Fútbol Profesional (ANFP) de Chile

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Melipilla is dismissed; and (b) the Chilean league Appeals Tribunal decision is confirmed.

#### Preliminary issue

The panel reasons that it is mandatory to include affected parties as respondents in appeal proceedings. Affected parties have a real, direct, and specific impact on their legal situation. Potential, remote, or abstract consequences are not sufficient, including mere membership in the same competitive division or category.

The panel notes that there is no evidence that the outcome of this appeal could immediately or concretely alter the rights or duties of the other clubs in the same division as Melipilla and Concepción. As such, the other clubs do not hold a direct legal interest in the dispute.

The panel decides that Melipilla included all mandatory respondents to the appeal.

#### Main issue n.1

The panel reasons that the Chilean league Regulations consider any delay in providing evidence of compliance with financial obligations as a breach.

The panel notes that Melipilla failed to provide evidence that it had complied with its financial obligations within the deadline stated in the Chilean league Regulations.

The panel decides that the Melipilla breached the Chilean league financial fair play regulations by failing to pay its financial obligations on time.

#### Main issue n.2

The panel reasons that a point deduction sanction is to be applied in the tournament in which the infraction was committed in accordance with the Chilean league Statutes. It supersedes any other provision and guides the interpretation of any other provision that might be unclear, including the Chilean league regulation regarding the execution of a point deduction sanction.

In addition, the panel reasons that enforcing sanction in the appropriate season is necessary to preserve the integrity of a competition. Allowing a sporting infraction to be sanctioned in a later tournament undermines the principles of fairness and sporting justice. As such, it would create undesirable incentives to breaching regulations during the final stages of a tournament.

The panel notes that the event that triggered Melipilla's non-compliance arose during the month of October 2024. The Chilean league second division season was underway at that time. Moreover, the Chilean league 2025 seasons had not started at the time that Melipilla was sanctioned. As such, the competitive structure remained temporarily linked to the results of the 2024 season.

The panel decides that the point deduction sanction is to be executed in the 2024 season.

# TAS 2025/A/11224

## Clube Atlético Mineiro c. CONMEBOL

Reference number: [TAS 2025/A/11224](#)

Award date: 27 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Clube Atlético Mineiro</b>	 Brazil	 <b>Confederation</b> <b>Confederación Sudamericana de Fútbol (CONMEBOL)</b>	 Paraguay
<b>LEGAL TEAM</b> Juan de Dios Crespo Pérez   Attorney-at-law in Valencia, Spain		<b>LEGAL TEAM</b> Monserrat Jiménez   Attorney-at-law in Luque, Paraguay Luis Manuel Gómez Naranjo   Attorney-at-law in Luque, Paraguay	
<b>PANEL</b>	<b>President.</b> <b>Margarita Echeverría Bermúdez</b> Attorney-at-law in San José, Costa Rica	<b>Arbitrator.</b> <b>José Juan Pintó Sala</b> Attorney-at-law in Barcelona, Spain	<b>Arbitrator.</b> <b>Gonzalo Bossart</b> Attorney-at-law in Santiago, Chile

### CATEGORY

#### Disciplinary

### ISSUES

admissibility; sanction

### RELEVANT RULES & REGULATIONS

CONMEBOL Libertadores Club Manual;  
arts. 4, 5  
CONMEBOL Disciplinary Code; arts. 27

### LANGUAGE

Spanish

### KEYWORDS

late submission; proportionality

### CASE LAW CITED

- » **Sanction, deference:** CAS 2022/A/8941.
- » **Sanction, discretion:** CAS 2017/A/5086.



### ORIGIN

CONMEBOL Appeal Committee, appeal

#### Preliminary issue

##### Is the appeal admissible?

Yes, the appeal is admissible despite being filed late due to an administrative error by the CAS secretariat.

#### Main issue

##### Does the sanction meet the proportionality test?

Yes, the sanction meets the proportionality test.

**TAS 2025/A/11224****Clube Atlético Mineiro v.  
CONMEBOL****Before the Court of Arbitration for  
Sport**

- / **28 February 2025:** club filed statement of appeal
- / **13 March 2025:** club filed appeal brief
- / **25 March 2025:** panel constituted
- / **22 April 2025:** confederation filed answer
- / **23 May 2025:** panel decided not to hold hearing
- / **23 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **27 August 2025:** panel issued award

## Background

On 29 October 2024, Atlético Mineiro played a match against an Argentinean club for the CONMEBOL Libertadores 2024 semifinals. During the match, several incidents occurred that led to the CONMEBOL Disciplinary Committee sanctioning the club on 3 December 2024. Such decision was later confirmed by the CONMEBOL Appeal Committee on 24 January 2025. The CONMEBOL Appeal Committee notified its decision's grounds on 7 February 2025.

The club filed its appeal with CAS requesting that the panel set aside the CONMEBOL Appeal Committee decision. The confederation filed its answer requesting that the panel confirm the CONMEBOL Appeal Committee decision.

## » TAS 2025/A/11224 Clube Atlético Mineiro v. CONMEBOL

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is dismissed; and (b) the CONMEBOL Appeal Committee decision is confirmed.

#### Preliminary issue

The panel reasons that an appeal is admissible if filed within the applicable time limit.

The panel notes that the club had requested extension to file its appeal brief within the appropriate deadline, but the CAS secretariat had not processed it in due time. As such, the delay in filing its appeal brief was due to an administrative error by the CAS secretariat.

The panel decides that the appeal is admissible despite being filed late due to an administrative error by the CAS secretariat.

#### Main issue

The panel reasons that the review of disciplinary sanctions imposed by sports associations proceeds in cases of manifest disproportionality. As such, sports associations enjoy a reasonable margin of discretion when defining the appropriate sanctions within the applicable regulatory framework.

The panel notes that the sanction imposed on the club is consistent with the CONMEBOL Libertadores Club manual and the CONMEBOL Disciplinary Code. Moreover, the sanction addresses the need to preserve order and respect within CONMEBOL's competitions.

The panel decides that the sanction meets the proportionality test.



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# Court of Arbitration for Sport | Non-football



# CAS 2024/A/10722

## A. v. International Olympic Committee & B.

Reference number: [CAS 2024/A/10722](#)

Award date: 22 April 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Athlete</b> <b>A</b>	 Russia	<b>SGB</b> <b>International Olympic Committee</b>	 Switzerland
<b>LEGAL TEAM</b> Libra Law SA in Lausanne, Switzerland <b>Claude Ramoni</b>   Attorney-at-law		<b>LEGAL TEAM</b> Lévy Kaufmann-Kohler in Geneva, Switzerland <b>Antonio Rigozzi</b>   Attorney-at-law <b>Patrick Pithon</b>   Attorney-at-law	
PANEL		RESPONDENT	
<b>President.</b> <b>Ulrich Haas</b> Professor in Zurich and Attorney-at-law in Germany		<b>IF</b> <b>B</b>	
<b>Arbitrator.</b> <b>Jeffrey Benz</b> Attorney-at-law and barrister in London, UK		<b>LEGAL TEAM</b> Kellerhals & Carrard in Lausanne, Switzerland <b>Jean-Pierre Morand</b>   Attorney-at-law <b>Michael Kottmann</b>   Attorney-at-law	
<b>Arbitrator.</b> <b>Luigi Fumagalli</b> Professor and attorney-at-law in Milan, Italy			

### CATEGORY

Other

### ISSUES

eligibility

### RELEVANT RULES & REGULATIONS

CAS Code; art. R56(1)

IOC AIN Principles

Olympic Charter, ed. Oct.2023; arts. 44(3)

### LANGUAGE

English

### KEYWORDS

eligibility criteria

### CASE LAW CITED

- » **Competition, eligibility:** SFT 4A\_21/2011; CAS 2011/O/2422.
- » **Locus standi, mandatory joinder:** CAS 2013/A/3228; CAS 2021/A/8140.
- » **Locus standi, standing to be sued:** CAS 2006/A/1206; CAS 2015/A/3910; CAS 2017/A/5227.
- » **Standing to be sued, merits issue:** ATF 128 III 50; SFT 4A\_424/2008; CAS 2008/A/1639.
- » **Standing to sue, merits issue:** ATF 128 III 50; ATF 108 II 216; CAS 2015/A/3959; CAS 2015/A/4289.

### ORIGIN

International Olympic Committee AIN Eligibility Review Panel, appeal

### Main issue

Is the IOC AINERP decision that rendered the athlete ineligible licit?  
Yes, the IOC AINERP decision is licit.

**CAS 2024/A/10722****A. v. International Olympic Committee & B.****Before the Court of Arbitration for Sport**

- / **5 July 2024:** athlete filed statement of appeal
- / **5 July 2024:** athlete requested expedited proceedings
- / **9 July 2024:** IOC agreed to expedited proceedings
- / **9 July 2024:** athlete filed appeal brief
- / **10 July 2024:** SGB agreed to expedited proceedings
- / **22 July 2024:** IOC filed answer
- / **22 July 2024:** SGB filed answer
- / **24 July 2024:** panel constituted
- / **24 July 2024:** panel decided to hold hearing
- / **24 July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **26 July 2024:** athlete filed new evidence
- / **26 July 2024:** IOC objected
- / **26 July 2024:** SGB objected
- / **27 July 2024:** athlete filed comments
- / **29 July 2024:** panel held online hearing
- / **29 July 2024:** evidence admitted
- / **30 July 2024:** panel issued operative part
- / **22 April 2025:** panel issued award

## Background

The IOC adopted eligibility criteria for the Paris 2024 Summer Olympic Games relating to athletes that are holders of Russian or Belarusian passports under the AIN principles. Specifically, it adopted the “Principles relating to the implementation of the participation for individual neutral athletes and their support personnel with a Russian or Belarusian passport at the Olympic Games Paris 2024” on 8 December 2023.

The IOC Executive Board established the IOC AIN Eligibility Review Panel on 19 March 2024. Sportradar prepared an individual report on 2 April 2024 and dated 15 March 2024 centered on the athlete’s life. The IOC AINERP rendered its decision on 23 May 2024 and declared the athlete ineligible. In short, the IOC and the SGB deemed the athlete ineligible due to the athlete’s alleged affiliations with military-linked entities and appearances at events perceived as supporting the war in Ukraine.

The athlete became aware of the IOC AINERP decision on 15 June 2024 when the IOC released the first list of athletes eligible to compete at the 2024 Paris SOG. The IOC updated the list on 3 July 2024, and the IOC AINERP wrote to the athlete on 5 July 2024 stating that the athlete did not satisfy the criteria in the AIN principles.

The athlete filed an appeal with CAS requesting that the panel set aside the IOC decision. The IOC and the SGB filed their respective answers requesting that the panel confirm the IOC decision.

## » CAS 2024/A/10722 A. v. International Olympic Committee & B.

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the athlete is dismissed; and (b) the IOC AIN Eligibility Review Panel decision is confirmed.

#### Main issue

The panel reasons that the terminology used to qualify measures of a sports body is not unanimous. However, it is accepted that not all measures by a sports body that have adverse effects for its addressee are to be treated the same. Specifically, disciplinary sanctions or measures are intended to enforce obligations assumed by a particular addressee in the context of a legal relationship arising out of a contract or through membership. As such, there is no room for a disciplinary measure absent any legal relationship.

However, the panel reasons that the power not to contract with a third party does not need a legal basis in the rules and regulations of an association. Such power flows from the individual freedom of action and is bound to legal limits. For instance, competition law and personality rights of the applicant. As such, a sports body's rejection of an application is illicit if the sports body itself did not act in compliance with its rules and if the interest of the applicant outweighs the interests of the association not to admit the applicant.

The panel notes that the athlete is not contractually bound by the IOC. In addition, the athlete is not a member of the IOC. As such, the athlete is under no obligation to the IOC and does not hold a lawfully acquired contractual right under the Olympic Charter that may be adversely affected by the IOC and its decisions.

Moreover, the panel notes that the athlete has engaged in conduct that violates the IOC AIN principles. As such, the IOC AINERP decision that reject the athlete's application to participate is within the appropriate legal boundaries that the IOC is subject to when deciding such applications.

The panel decides that the IOC AINERP decision that rendered the athlete ineligible is licit.

# CAS 2024/A/10573

## Yangzi Liu v. International Table Tennis Federation (ITTF)

Reference number: [CAS 2024/A/10573](#)

Award date: 26 June 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Athlete</b> Yangzi Liu	 Australia	<b>IF</b> International Table Tennis Federation (ITTF)	 Switzerland
<b>LEGAL TEAM</b> Darren Kane   Attorney-at-law in Sydney, Australia		<b>LEGAL TEAM</b> Jorge Ibarrola   Tribunal chair in Lausanne, Switzerland Flavio Pirrello   Co-counsel in Lausanne, Switzerland	
<b>SOLE ARBITRATOR</b>		Martin Schimke   Attorney-at-law in Düsseldorf, Germany	

### CATEGORY

#### Employment, Status & Transfer

### ISSUES

change of association; *locus standi*; remedies

### RELEVANT RULES & REGULATIONS

CAS Code; art. 44(3)  
ITTF Statutes; arts. 1, 4, 8  
SCI; art. 2(1)

### LANGUAGE

English

### KEYWORDS

declaratory relief; eligibility; legitimate expectations;  
procedural fairness; standing to appeal

### CASE LAW CITED

- » **Applicable law, regulations:** CAS 2014/A/3776.
- » **Declaratory relief, conditions:** ATF 137 II 199; ATF 116 II 196; ATF 96 II 131; ATF 123 III 429; ATF 99 II 174; CAS 2009/A/1870; CAS 2011/O/2574; CAS 2011/A/2612; CAS 2013/A/3272; CAS 2020/A/7590 & 7591.
- » **Eligibility, nomination:** CAS 96/153; CAS 2000/A/260; CAS 2000/A/278.
- » **Locus standi, merits issue:** CAS 2009/A/1869; CAS 2015/A/3140; CAS 2015/A/3959; CAS 2015/A/4131; CAS 2021/A/7768.
- » **Locus standi, standing to appeal:** CAS 2015/A/4282; CAS OG 22/07; CAS 2023/A/9611.
- » **Principles, legitimate expectation:** CAS 98/200; CAS 200/A/262; CAS 2005/A/811; CAS 2019/A/6468 & 6478; CAS 2020/A/6914; CAS 2020/A/7529.

### ORIGIN

ITTF Tribunal, appeal

#### Preliminary issue

**Is the athlete's declaratory relief request admissible?**

Yes, the athlete's declaratory relief request is partially admissible.

#### Main issue n.1

**Does the athlete have standing to appeal the ITTF Tribunal decision?**

Yes, the athlete has standing to appeal the ITTF Tribunal decision.

#### Main issue n.2

**Does the IF email dated 3 March 2020 constitute the registration of the athlete's change of association?**

Yes, the IF email dated 3 March 2020 constitutes the registration of athlete's change of association.

**CAS 2024/A/10573**

Yangzi Liu v. International Table Tennis Federation (ITTF)

**Before the Court of Arbitration for Sport**

- / **13 May 2024:** athlete filed statement of appeal
- / **23 May 2024:** athlete filed appeal brief
- / **11 July 2024:** IF filed answer
- / **19 July 2024:** sole arbitrator appointed
- / **2 August 2024:** sole arbitrator decided to hold online hearing
- / **16 August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **8 October 2024:** sole arbitrator decided to hold CMC
- / **5 November 2024:** sole arbitrator held online CMC
- / **11 November 2024:** IF filed new evidence upon request
- / **25 November 2024:** sole arbitrator held online hearing
- / **26 June 2025:** sole arbitrator issued award

## Background

The China-born athlete who holds Australian nationality was registered with the Portuguese MA before 23 April 2019. From that date onwards, the athlete commenced living in Australia, initially under a student visa. On 3 February 2020, the Australian MA sent an enquiry to the IF regarding the requirements to register the athlete as an Australian table tennis athlete. On the same date, the IF requested for the athlete's player ID and her full name to check her eligibility to represent the Australia MA. On 4 February 2020, the Australia MA sent the athlete's details to the IF, including a copy of her passport and student visa.

On 10 February 2020, the IF informed the Australian MA that the matter of the athlete's eligibility to represent the Australia MA had been directed to the IF's players' eligibility team. On 3 March 2020, the IF stated that the athlete was eligible to participate in singles and doubles events for international open tournaments. In addition, the IF informed that the athlete could participate in world title events, team events and Olympic Games provided that the Australian MA sent proper documents to prove that her nationality had changed. Specifically, the IF stated that an Australian passport sufficed and that the athlete was "good to go!".

On 28 September 2021, the Australian government granted the athlete a distinguished talent visa. On 28 January 2022, the Australian MA asked the IF why the athlete did not appear on the ITTF Eligibility Registration list. On 15 March 2022, the athlete became an Australian citizen. On 6 June 2022, the athlete had her Australian passport issued. On the same date, the Australian MA requested that the IF update its system as the athlete was now an Australian citizen. In addition, the Australian MA provided the athlete's passport to the IF.

On 4 March 2023, the IF's Eligibility Working Group issued a decision regarding the registration date of the athlete and stated that her registration date commenced on 28 January 2022 or the date on which she was granted her Australian nationality. On 10 March 2023, the Australian MA filed an appeal against the decision before the ITTF Eligibility Commission and requested that the athlete's registration date to be set to 4 February 2020. On 22 March 2023, the Australian MA was informed that the ITTF Executive Board had dismissed the appeal on 17 March 2023.

On 2 May 2023, the Australian MA requested to commence proceedings before the ITTF Tribunal against the ITTF Executive Board decision. The ITTF Tribunal chair rejected the request as time-barred. On 22 September 2023 and 19 December 2023, the athlete submitted a request to the ITTF Eligibility Working Group under her own name, applying for unrestricted eligibility in international competitions to compete for Australia. On 15 January 2024, the ITTF Eligibility Working Group denied the athlete's request.

On 2 February 2024, the athlete filed an appeal with the ITTF Tribunal against the decision. On 11 March 2024, the IF filed an answer before the ITTF Tribunal and objected to the athlete's *locus standi*. On 25 April 2024, the ITTF Tribunal sole arbitrator dismissed the athlete's request due to her lack of standing.

The athlete filed her appeal with CAS requesting that the sole arbitrator set aside the ITTF Tribunal decision. The IF filed its answer requesting that the sole arbitrator confirm the ITTF Tribunal decision.

## » CAS 2024/A/10573 Yangzi Liu v. International Table Tennis Federation (ITTF)

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the athlete is partially upheld; and (b) the ITTF Tribunal decision is set aside.

#### Preliminary issue

The sole arbitrator reasons that a declaratory relief may only be granted under specific conditions: (i) the party requesting such declaratory relief must show a legal interest; (ii) the declaratory judgment must be necessary to resolve a legal uncertainty threatening the requesting party; (iii) the legal uncertainty must relate to the existence or non-existence of a claim or a defined legal relationship between the parties to the dispute.

In addition, the sole arbitrator reasons that a legal interest is missing if a declaratory judgment is insufficient or falls short of protecting the claimant's interests. For instance, the declaratory judgment falls short of protecting the claimant's interests if a party must file a further claim or request to obtain the judicial relief sought or if there are better or easier ways to pursue and protect the claimant's legal interests.

Moreover, the sole arbitrator reasons that the legal interest that the claimant holds in obtaining declaratory relief must be concrete and expressed in rights and duties. As such, the claimant must show that the legal interest in question does not merely pertain to abstract, theoretical legal issues.

The sole arbitrator notes that the ITTF Tribunal dismissed the athlete's request for proceedings based on her lack of standing. Further requests as to the registration of the athlete were not considered in the ruling. Therefore, the issue of the athlete's standing is at the heart of the case between the parties. As such, the athlete has a special legal interest in clarifying her rights in this regard. This specific declaratory relief is admissible.

In addition, the sole arbitrator notes that the date of the athlete's registration confirmation for the purposes of the ITTF Statutes is personal to the athlete and is a legally relevant matter as it relates to her sporting nationality and eligibility. As such, the requested declaration of the registration date is not simply a fact but is necessary to resolve a legal uncertainty threatening the athlete within the context of a legal relationship between the parties. The athlete has exhausted all internal legal remedies available within the ITTF structure and appears to have no other available legal remedy than to seek an appeal to CAS. This specific declaratory relief is admissible.

Moreover, the sole arbitrator notes that the athlete requests declaratory relief regarding the applicable provisions contained in the ITTF Statutes relevant for establishing her eligibility to participate in and represent the Australia MA in the competitions referred to in its arts. 4(1)(3)(3)(2), 4(3)(6)(2)(2), 4(4)(6)(2)(2) and 4(5)(1)(3)(4)(2). As such, this motion merely requests the clarification of an abstract legal question and is inadmissible.

The sole arbitrator decides that the athlete's declaratory relief request is partially admissible.

## » CAS 2024/A/10573 Yangzi Liu v. International Table Tennis Federation (ITTF)

### Main issue n. 1

The sole arbitrator reasons that the question of one's own legal and/or sporting legal status is a personal right. The interest in a measure or decision *via-à-vis* an athlete that affects this status is direct and legitimate for this athlete.

The sole arbitrator notes that the issue at hand is whether and when the athlete changed her nationality for sporting purposes. As such, this is a matter of confirming the recognition of her nationality at a sporting level, her registration status.

The sole arbitrator decides that the athlete has standing to appeal the ITTF Tribunal decision.

### Main issue n. 2

The sole arbitrator reasons that one must rely on an interpretation based on the principle of trust (*Vertrauensprinzip*) once the addressee of a declaration does not understand the statement contained in the declaration in the sense wished by its sender. As such, the declaration must be interpreted in the sense that the addressee could and should have given to it, considering all circumstances of the case and the rules of good faith.

The sole arbitrator notes that the IF's attempts to subsequently argue that the date of registration of the athlete was a later date are directly at odds with the reasonable, good faith belief of the athlete and the Australian MA that the IF had already confirmed that she had been registered on 3 March 2020 in accordance with the provisions of the ITTF Statutes.

The sole arbitrator decides that the IF email dated 3 March 2020 constitutes the registration of athlete's change of association.

# CAS 2024/A/10910

## Wassim Ben Tara v. Fédération Internationale de Volleyball (FIVB)

Reference number: [CAS 2024/A/10910](#)

Award date: 7 August 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> <b>Wassim Ben Tara</b>	 Tunisia	<b>IF</b> <b>Fédération Internationale de Volleyball (FIVB)</b>	 Switzerland
<b>LEGAL TEAM</b> Cresta Law Firm in Brussels, Belgium <b>Sébastien Ledure</b>   Attorney-at-law <b>Xavier Mansat</b>   Attorney-at-law		<b>LEGAL TEAM</b> Lentze Stopper Rechtsanwälte PartGmbH in Munich, Germany <b>Christian Keidel</b>   Attorney-at-law <b>Marvin Thormann</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b> <b>Marianne Saroli</b>   Attorney-at-law in Montreal, Canada			

### CATEGORY

Employment, Status & Transfer

### ISSUES

change of association

### RELEVANT RULES & REGULATIONS

FIVB Sports Regulations; art. 5(2)

### LANGUAGE

English

### KEYWORDS

legality; predictability; procedural fairness

### CASE LAW CITED

- » **Association, discretion:** CAS 2018/A/5888; CAS OG 22/11.
- » **Association, self-regulation:** CAS 2018/A/5888; CAS 2020/A/7090.
- » **De novo review, procedural flaws:** CAS 96/156; CAS 2001/A/345; CAS 2013/A/3256; CAS 2014/A/3848; CAS 2015/A/4162.
- » **Principles, predictability:** CAS 2014/A/3621; CAS 2019/A/6330.



### ORIGIN

FIVB Appeals Panel, appeal

### Main issue

**Do the FIVB decisions comply with the legitimate application of its regulations in a procedural fairness in general?**

Yes, the FIVB decisions reflect a legitimate application of the FIVB Sports Regulations art 5(2) underpinned by relevant factual considerations and consistent with the FIVB's regulatory objectives.

**CAS 2024/A/10910****Wassim Ben Tara v. Fédération Internationale de Volleyball (FIVB)****Before the Court of Arbitration for Sport**

- / **1 October 2024:** player filed statement of appeal
- / **1 October 2024:** player requested expedited proceedings
- / **1 October 2024:** player requested evidence production
- / **14 October 2024:** IF objected both
- / **21 October 2024:** player filed appeal brief
- / **25 November 2024:** IF filed answer
- / **2 December 2024:** sole arbitrator appointed
- / **10 December 2024:** sole arbitrator decided to hold CMC upon request
- / **14 January 2025:** player withdrew CMC request
- / **14 January 2025:** sole arbitrator issued directions
- / **21 January 2025:** player filed comments
- / **30 January 2025:** IF filed comments
- / **27 February 2025:** sole arbitrator decided to hold hearing
- / **February-March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **2 April 2025:** sole arbitrator held online hearing
- / **7 August 2025:** sole arbitrator issued award

## Background

The player was born in Tunisia to a Polish mother and a Tunisian father. He holds both nationalities and played for the Tunisian MA from 2013 to 2021. The player requested to change association in March 2023 to represent the Polish MA. The FIVB Executive Committee rejected the player's request on 30 November 2023. The player appealed the FIVB Executive Committee decision before the FIVB Appeals Panel on 15 December 2023. The FIVB Appeals Panel confirmed the FIVB executive committee decision on 5 September 2024.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the FIVB Appeals Panel decision. The IF filed its answer requesting that the sole arbitrator confirm the FIVB Appeals Panel decision.

## » CAS 2024/A/10910 Wassim Ben Tara v. Fédération Internationale de Volleyball (FIVB)

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is dismissed; and (b) the FIVB Appeals Panel decision is confirmed.

#### Main issue

The sole arbitrator reasons that international federations enjoy a degree of regulatory discretion. However, such discretion is not unbounded as it must conform to principles of legality, reasonableness, proportionality, and non-arbitrariness. Particularly, any decision must be founded on reliable evidence.

In addition, the sole arbitrator reasons that the FIVB Sports Regulations art 5(2) aims at preventing imbalances in international competition by discouraging the systematic transfer of elite athletes from developing to more dominant federations. As such, its goal is to preserve the integrity of national team representation and is designed to deter “nation shopping”.

The sole arbitrator notes that the FIVB decisions are broadly consistent with the regulatory purposes of the FIVB Sports Regulations art 5(2) and its underlying rationale. In addition, FIVB did not act inconsistently or unpredictably. The player has a personal connection to Poland, but it must be balanced against the legitimate interests of FIVB, the Tunisian member association, the Polish member association, and the broader public interest in maintaining the integrity and fairness of international sporting regulations. Personal preference or dissatisfaction with a former federation, while relevant, cannot alone suffice as basis to change of association.

The sole arbitrator decides that the FIVB decisions reflect a legitimate application of the FIVB Sports Regulations art 5(2) underpinned by relevant factual considerations and consistent with the FIVB’s regulatory objectives.

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# Swiss Federal Tribunal



# SFT 4A\_544/2024

## A. c. Union Internationale de Biathlon

Reference number: [SFT 4A\\_544/2024](#)  
 Award date: 20 May 2025  
 Original CAS award: CAS 2020/A/6834



APPELLANT		RESPONDENT	
Appellant <b>A</b>	 Russia	IF <b>Union Internationale de Biathlon</b>	 Austria
LEGAL TEAM Yvan Henzer   Attorney-at-law		LEGAL TEAM Stephan Netzle   Attorney-at-law	
<b>FEDERAL JUDGES</b>	<b>President.</b> Christina Kiss	<b>Judge.</b> Yves Rüedi	<b>Judge.</b> Marie-Chantal May Canellas

**CATEGORY**

Procedural

**ISSUES**

human rights; public policy

**RELEVANT RULES & REGULATIONS**

CEDH; art. 6  
 LTF; arts. 66, 68, 77, 105 & 106  
 PILA; art. 190

**LANGUAGE**

French

**KEYWORDS**

European Convention on Human Rights;  
 procedural public policy; substantive public policy

**ORIGIN**

Court of Arbitration for Sport Appeals Arbitration Division, appeal

**Main issue n.1**

**Did the CAS panel violate the athlete's right to be heard?**

No, it did not.

**Main issue n.2**

**Does the award violate Swiss substantive public policy?**

No, it does not.

**CASE LAW CITED**

- » **Annulment; fundamental rights:** ATF 134 III 186.
- » **Annulment; principles:** SFT 4A\_488/2011; SFT 4A\_178/2014; SFT 4A\_462/2019; SFT 4A\_644/2020; SFT 4A\_10/2022; SFT 4A\_474/2024.
- » **Annulment, right to be heard:** ATF 142 III 360; ATF 133 III 235; SFT 4A\_692/2016; SFT 4A\_478/2017; SFT 4A\_618/2020.
- » **Public policy, substantive:** ATF 144 III 120; ATF 132 III 389; SFT 4A\_458/2009; SFT 4A\_304/2013; SFT 4A\_116/2016; SFT 4A\_238/2018.
- » **SFT; appeal scope:** ATF 138 III 29; ATF 140 III 16; SFT 4A\_322/2015; SFT 4A\_54/2019.
- » **SFT, burden of proof:** ATF 150 III 280; ATF 147 III 586; ATF 146 III 358; SFT 4A\_65/2018.
- » **SFT, European Convention on Human Rights:** ATF 147 III 586; ATF 146 III 358; ATF 142 III 360; SFT 4A\_268/2019; SFT 4A\_488/2023.
- » **SFT, evidence:** SFT 4A\_140/2022.

**SFT 4A\_544/2024**

A. c. Union Internationale de Biathlon

**Before the Swiss Federal Tribunal**/ **10 October 2024:** athlete filed appeal/ **20 May 2025:** ruling issued

## Background

The original dispute involves a former Russian biathlete of international level alleged participation in an alleged extensive doping program within Russian athletics. On 11 February 2020, the Union Internationale de Biathlon Disciplinary Committee sanctioned the athlete. On 4 March 2020, the athlete filed an appeal before the Court of Arbitration for Sport. On 31 August 2022, the panel held an in-person hearing in Lausanne, Switzerland. On 9 September 2024, the panel dismissed the athlete's appeal and confirmed the IBU Disciplinary Committee decision.

The athlete appealed before the SFT, seeking to annul the CAS award.

## » SFT 4A\_544/2024 A. c. Union Internationale de Biathlon

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the athlete is dismissed; and (b) the costs of the proceedings are borne by the athlete.

#### Main issue n. 1

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 arbitral award's results must be incompatible with public policy. Moreover, the appellant has the burden of proving the arbitral award's results incompatibility with Swiss public policy.

The SFT reasons that an arbitral tribunal must examine and address relevant issues as its minimum obligation according to the parties' right to be heard. An arbitral tribunal violates this duty when it fails to consider allegations, arguments and evidence presented by one of the parties and which are relevant for the decision to be rendered. As such, the appellant must prove that the arbitral tribunal did not examine certain properly raised factual, evidentiary, or legal elements that were likely to influence the outcome of the dispute. However, an arbitral tribunal is not obliged to address all arguments presented by the parties that are objectively irrelevant arguments. Furthermore, defects in reasoning are not deemed to be sufficient grounds.

The SFT notes that the appellant seeks to challenge the CAS panel's assessment of the evidence under the guise of a supposed infringement of her right to be heard.

The SFT decides that the award is in line with Swiss public policy.

#### Main issue n. 2

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 arbitral award's results must be incompatible with public policy. Moreover, the appellant has the burden of proving the arbitral award's results incompatibility with Swiss public policy.

The SFT reasons that the following grounds are not sufficient basis for an arbitral award to be considered against Swiss substantive public policy: (i) the award has been poorly assessed; (ii) a finding in the award is manifestly false; or (iii) the award violates a law or the rule of law in general. In addition, it is not self-evident in the context of disciplinary sanctions imposed by private law association that the following notions automatically apply: (i) presumption of innocence; (ii) the in dubio pro reo principle; (iii) the corresponding guarantees under the European Convention on Human Rights.

The SFT notes that: (i) the IBU is a sports federation, which is a private law association; (ii) the IBU sanctioned the athlete under its disciplinary powers; and (iii) the IBU cannot rely on investigative and coercive powers available to a State when it comes to the athlete. As such, the presumption of innocence and the principle in dubio pro reo as guaranteed by the ECHR are not applicable in the disciplinary proceedings.

The SFT decides that the award is in line with substantive public policy.

**SFT 4A\_546/2024****A. c. Union Internationale de Biathlon**Reference number: [SFT 4A\\_546/2024](#)

Award date: 20 May 2025

Original CAS award: CAS 2020/A/6842



APPELLANT		RESPONDENT	
Appellant <b>A</b>	 Russia	IF <b>Union Internationale de Biathlon</b>	 Austria
LEGAL TEAM Yvan Henzer   Attorney-at-law		LEGAL TEAM Stephan Netzle   Attorney-at-law	
<b>FEDERAL JUDGES</b>	<b>President.</b> Christina Kiss	<b>Judge.</b> Yves Rüedi	<b>Judge.</b> Marie-Chantal May Canellas

**CATEGORY****Procedural****ISSUES**

human rights; public policy

**RELEVANT RULES & REGULATIONS**CEDH; art. 6  
LTF; arts. 66, 68, 77, 105 & 106  
PILA; art. 190**LANGUAGE**

French

**KEYWORDS**European Convention on Human Rights;  
procedural public policy; substantive public  
policy**ORIGIN**

Court of Arbitration for Sport Appeals Arbitration Division, appeal

**Main issue n.1****Did the CAS panel violate the athlete's right to be heard?**

No, it did not.

**Main issue n.2****Does the award violate Swiss substantive public policy?**

No, it does not.

**CASE LAW CITED**

- » **Annulment; fundamental rights:** ATF 134 III 186.
- » **Annulment; principles:** SFT 4A\_488/2011; SFT 4A\_178/2014; SFT 4A\_462/2019; SFT 4A\_644/2020; SFT 4A\_10/2022; SFT 4A\_474/2024.
- » **Annulment, right to be heard:** ATF 142 III 360; ATF 133 III 235; SFT 4A\_692/2016; SFT 4A\_478/2017; SFT 4A\_618/2020.
- » **Public policy, substantive:** ATF 144 III 120; ATF 132 III 389; SFT 4A\_458/2009; SFT 4A\_304/2013; SFT 4A\_116/2016; SFT 4A\_238/2018.
- » **SFT; appeal scope:** ATF 138 III 29; ATF 140 III 16; SFT 4A\_322/2015; SFT 4A\_54/2019.
- » **SFT, burden of proof:** ATF 150 III 280; ATF 147 III 586; ATF 146 III 358; SFT 4A\_65/2018.
- » **SFT, European Convention on Human Rights:** ATF 147 III 586; ATF 146 III 358; ATF 142 III 360; SFT 4A\_268/2019; SFT 4A\_488/2023.
- » **SFT, evidence:** SFT 4A\_140/2022.

**SFT 4A\_546/2024**

A. c. Union Internationale de Biathlon

**Before the Swiss Federal Tribunal**/ **10 October 2024:** athlete filed appeal/ **20 May 2025:** ruling issued

## Background

The original dispute involves a former Russian biathlete of international level alleged participation in an alleged extensive doping program within Russian athletics. On 13 February 2020, the Union Internationale de Biathlon Disciplinary Committee sanctioned the athlete. On 5 March 2020, the athlete filed an appeal before the Court of Arbitration for Sport. On 1 September 2022, the panel held an in-person hearing in Lausanne, Switzerland. On 9 September 2024, the panel dismissed the athlete's appeal and confirmed the IBU Disciplinary Committee decision.

The athlete appealed before the SFT, seeking to annul the CAS award.

## » SFT 4A\_546/2024 A. c. Union Internationale de Biathlon

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the athlete is dismissed; and (b) the costs of the proceedings are borne by the athlete.

#### Main issue n. 1

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 arbitral award's results must be incompatible with public policy. Moreover, the appellant has the burden of proving the arbitral award's results incompatibility with Swiss public policy.

The SFT reasons that an arbitral tribunal must examine and address relevant issues as its minimum obligation according to the parties' right to be heard. An arbitral tribunal violates this duty when it fails to consider allegations, arguments and evidence presented by one of the parties and which are relevant for the decision to be rendered. As such, the appellant must prove that the arbitral tribunal did not examine certain properly raised factual, evidentiary, or legal elements that were likely to influence the outcome of the dispute. However, an arbitral tribunal is not obliged to address all arguments presented by the parties that are objectively irrelevant arguments. Furthermore, defects in reasoning are not deemed to be sufficient grounds.

The SFT notes that the appellant seeks to challenge the CAS panel's assessment of the evidence under the guise of a supposed infringement of her right to be heard.

The SFT decides that the award is in line with Swiss public policy.

#### Main issue n. 2

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 arbitral award's results must be incompatible with public policy. Moreover, the appellant has the burden of proving the arbitral award's results incompatibility with Swiss public policy.

The SFT reasons that the following grounds are not sufficient basis for an arbitral award to be considered against Swiss substantive public policy: (i) the award has been poorly assessed; (ii) a finding in the award is manifestly false; or (iii) the award violates a law or the rule of law in general. In addition, it is not self-evident in the context of disciplinary sanctions imposed by private law association that the following notions automatically apply: (i) presumption of innocence; (ii) the in dubio pro reo principle; (iii) the corresponding guarantees under the European Convention on Human Rights.

The SFT notes that: (i) the IBU is a sports federation, which is a private law association; (ii) the IBU sanctioned the athlete under its disciplinary powers; and (iii) the IBU cannot rely on investigative and coercive powers available to a State when it comes to the athlete. As such, the presumption of innocence and the principle in dubio pro reo as guaranteed by the ECHR are not applicable in the disciplinary proceedings.

The SFT decides that the award is in line with substantive public policy.

**SFT 4A\_682/2024****A. c. Union Internationale de Biathlon**Reference number: [SFT 4A\\_682/2024](#)

Award date: 20 May 2025

Original CAS award: CAS 2020/A/7509



APPELLANT		RESPONDENT	
Appellant <b>A</b>	 Russia	IF <b>Union Internationale de Biathlon</b>	 Austria
LEGAL TEAM Yvan Henzer   Attorney-at-law		LEGAL TEAM Stephan Netzle   Attorney-at-law	
<b>FEDERAL JUDGES</b>	<b>President.</b> Christina Kiss	<b>Judge.</b> Yves Rüedi	<b>Judge.</b> Marie-Chantal May Canellas

**CATEGORY****Procedural****ISSUES**

human rights; public policy

**RELEVANT RULES & REGULATIONS**CEDH; art. 6  
LTF; arts. 66, 68, 77, 105 & 106  
PILA; art. 190**LANGUAGE**

French

**KEYWORDS**European Convention on Human Rights;  
procedural public policy; substantive public  
policy**ORIGIN**

Court of Arbitration for Sport Appeals Arbitration Division, appeal

**Main issue n.1****Did the CAS panel violate the athlete's right to be heard?**

No, it did not.

**Main issue n.2****Does the award violate Swiss substantive public policy?**

No, it does not.

**CASE LAW CITED**

- » **Annulment; fundamental rights:** ATF 134 III 186.
- » **Annulment; principles:** SFT 4A\_488/2011; SFT 4A\_178/2014; SFT 4A\_462/2019; SFT 4A\_644/2020; SFT 4A\_10/2022; SFT 4A\_474/2024.
- » **Annulment, right to be heard:** ATF 142 III 360; ATF 133 III 235; SFT 4A\_692/2016; SFT 4A\_478/2017; SFT 4A\_618/2020.
- » **Public policy, substantive:** ATF 144 III 120; ATF 132 III 389; SFT 4A\_458/2009; SFT 4A\_304/2013; SFT 4A\_116/2016; SFT 4A\_238/2018.
- » **SFT; appeal scope:** ATF 138 III 29; ATF 140 III 16; SFT 4A\_322/2015; SFT 4A\_54/2019.
- » **SFT, burden of proof:** ATF 150 III 280; ATF 147 III 586; ATF 146 III 358; SFT 4A\_65/2018.
- » **SFT, European Convention on Human Rights:** ATF 147 III 586; ATF 146 III 358; ATF 142 III 360; SFT 4A\_268/2019; SFT 4A\_488/2023.
- » **SFT, evidence:** SFT 4A\_140/2022.

**SFT 4A\_682/2024**

A. c. Union Internationale de Biathlon

**Before the Swiss Federal Tribunal**/ **23 December 2024:** athlete filed appeal/ **20 May 2025:** ruling issued

## Background

The original dispute involves a former Russian biathlete of international level alleged participation in an alleged extensive doping program within Russian athletics. On 25 February 2020, the IBU initiated proceedings against the athlete before the CAS Anti-Doping Division. On 27 October 2020, the CAS ADD panel sanctioned the athlete.

On 13 November 2020, the athlete appealed the CAS ADD decision before the CAS Appeals Arbitration Division. On 23 November 2020, the athlete filed a civil appeal before the SFT seeking the annulment of the CAS ADD decision. On 25 March 2021, the CAS ADD panel decided to suspend the proceedings until the SFT resolved the civil appeal. On 18 June 2021, the SFT declared the appeal inadmissible (SFT 4A\_612/2020, partially published in ATF 147 III 500).

On 8 April 2022, the CAS panel declared itself competent to hear the appeal filed by the athlete. On 22 December 2022, the SFT rejected a new civil appeal by the athlete (SFT 4A\_232/2022, partially published in ATF 148 III 427). On 13 July 2023, the panel held an in-person hearing in Lausanne, Switzerland. On 18 November 2024, the panel dismissed the athlete's appeal and confirmed the CAS ADD panel decision.

The athlete appealed before the SFT, seeking to annul the CAS award.

## » SFT 4A\_682/2024 A. c. Union Internationale de Biathlon

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the athlete is dismissed; and (b) the costs of the proceedings are borne by the athlete.

#### 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 arbitral award's results must be incompatible with public policy. Moreover, the appellant has the burden of proving the arbitral award's results incompatibility with Swiss public policy.

The SFT reasons that the following grounds are not sufficient basis for an arbitral award to be considered against Swiss substantive public policy: (i) the award has been poorly assessed; (ii) a finding in the award is manifestly false; or (iii) the award violates a law or the rule of law in general. In addition, it is not self-evident in the context of disciplinary sanctions imposed by private law association that the following notions automatically apply: (i) presumption of innocence; (ii) the in dubio pro reo principle; (iii) the corresponding guarantees under the European Convention on Human Rights.

The SFT notes that: (i) the IBU is a sports federation, which is a private law association; (ii) the IBU sanctioned the athlete under its disciplinary powers; and (iii) the IBU cannot rely on investigative and coercive powers available to a State when it comes to the athlete. As such, the presumption of innocence and the principle in dubio pro reo as guaranteed by the ECHR are not applicable in the disciplinary proceedings.

The SFT decides that the award is in line with substantive public policy.

# SFT 4A\_64/2025

## A. g. FC B.

Reference number: [SFT 4A\\_64/2025](#)

Award date: 16 June 2025

Original CAS award: CAS 2023/A/9923



APPELLANT		RESPONDENT	
Appellant <b>A</b>	 Hungary	Club <b>FC B.</b>	 Hungary
LEGAL TEAM Kai Ludwig   Attorney-at-law Rafael Brägger   Attorney-at-law		LEGAL TEAM István Demeter   Attorney-at-law Marco Del Fabro   Attorney-at-law	
<b>FEDERAL JUDGES</b>	<b>President.</b> Christina Kiss	<b>Judge.</b> Christian Denys	<b>Judge.</b> Marie-Chantal May Canellas

**CATEGORY**

Procedural

**ISSUES**

jurisdiction

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; art. 22(1)  
LTF; arts. 47, 54, 66, 68, 77, 95, 97, 99, 105, 106, 107  
PILA; arts. 176, 178, 190, 191, 192

**LANGUAGE**

German

**KEYWORDS**

lack of jurisdiction

**ORIGIN**

CAS Appeals Arbitration Division, appeal

**Main issue**

Did the CAS panel correctly assess its own jurisdiction and the FIFA DRC's jurisdiction?  
Yes, it did.

**CASE LAW CITED**

- » **Annulment, final decision:** ATF 143 III 462.
- » **Annulment, lack of jurisdiction:** ATF 150 III 89; ATF 149 III 131; ATF 147 III 107.
- » **Annulment, referral:** SFT 4A\_268/2024; SFT 4A\_460/2024.
- » **Arbitration agreement, interpretation:** ATF 147 III 107; ATF 142 III 239; ATF 140 III 134; ATF 144 III 235.
- » **Arbitration agreement, requirements:** ATF 147 III 107; ATF 140 III 134; ATF 130 III 66.
- » **Arbitration agreement, substantive validity:** ATF 147 III 107; ATF 140 III 134; ATF 138 III 29; ATF 142 III 239.
- » **Case law, stare decisis:** SFT 4A\_10/2022; SFT 4A\_430/2023.
- » **Regulatory interpretation, arbitration agreement:** SFT 4A\_2/2023; SFT 4A\_430/2023.
- » **SFT, appeal requirements:** ATF 150 III 280; ATF 146 III 186; ATF 140 III 134; ATF 150 II 280; ATF 134 III 565; ATF 119 II 380.
- » **SFT, appeal scope:** ATF 136 III 605; ATF 140 III 134; ATF 140 III 16; ATF 150 II 238; ATF 150 III 280; SFT 4A\_478/2017.
- » **SFT, evidence:** ATF 144 III 559; ATF 142 III 220; ATF 140 III 477; ATF 149 II 131.
- » **SFT, language:** ATF 142 III 521.

**SFT 4A\_64/2025**

A. g. FC B.

**Before the Swiss Federal Tribunal**/ **16 June 2025**: ruling issued

## Background

The original dispute involves the employment relationship between the club and the player, which the player terminated on 28 July 2022. The player filed a claim for breach of contract before the FIFA DRC against the club on 22 August 2022, requesting compensation. The FIFA DRC rendered its decision on 12 April 2023, partially accepting the player's claim.

The club appealed the FIFA DRC decision before CAS on 24 August 2023, arguing lack of jurisdiction of the FIFA DRC under the employment contract. The CAS panel held a hearing on 11 March 2024 and issued its decision on 17 December 2024, upholding the club's appeal and setting aside the FIFA DRC decision.

The player filed an appeal before the SFT, seeking to annul the CAS award and to have the SFT determine that the CAS has jurisdiction to materially assess the appeal and claims against the club. The club filed its answer before the SFT, seeking to confirm the CAS award. The CAS waived its right to file submissions. The parties further exchanged reply and rejoinder briefs.

## » SFT 4A\_64/2025 A. g. FC B.

### 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 it freely examines jurisdictional challenges under PILA art. 190(2)(b), including substantive preliminary questions on which jurisdiction depends subject to the factual findings of the arbitral award. As such, the SFT assesses the validity and objective scope of an arbitration agreement under PILA art. 178(2) and according to the law that the parties chose, the law governing the dispute, or Swiss law.

In addition, the SFT reasons that an arbitration agreement is an arrangement in which two or more defined or definable parties agree to submit one or more existing or future disputes to binding arbitration. As such, it excludes state jurisdiction by the mutual intent of the parties. Moreover, the arbitration agreement is to be assessed according to the principle of good faith and under a restrictive interpretation when it is not possible to ascertain the mutual intent of the parties.

The SFT notes that the parties agree that the arbitration clause included in the employment contract is to be assessed according to Swiss law. Furthermore, the CAS panel correctly assessed that its jurisdiction could not exceed the jurisdiction of the FIFA DRC. In addition, the CAS panel correctly assessed that employment disputes are subject to the Hungarian Administrative and Labour Court under the employment contract's arbitration clause. The player also did not provide any evidence regarding an imbalance between the contracting parties, including any indication that the player had questioned the club about it during negotiations or asked for clarification.

The SFT decides that the CAS panel correctly assessed its own jurisdiction and the FIFA DRC's jurisdiction.

As *obiter dictum*, the SFT notes that an arbitral tribunal is not bound by decisions from other proceedings and is not obliged to state reasons for any deviation from those decisions when dealing with disputes that entail similar contractual clauses.

# SFT 4A\_92/2025

## FC A. g. B. & FIFA

Reference number: [4A\\_92/2025](#)

Award date: 4 July 2025

Original CAS award: CAS 2023/A/9636



APPELLANT		RESPONDENT	
Club <b>FC A.</b>	 Hungary	Player <b>Player, B.</b>	
LEGAL TEAM <b>Marco Del Fabro</b>   Attorney-at-law in Switzerland		LEGAL TEAM <b>Emilie Weible</b>   Attorney-at-law in Switzerland	
FEDERAL JUDGES		RESPONDENT	
President. <b>Christina Kiss</b>	Judge. <b>Christian Denys</b>	Judge. <b>Yves Rüedi</b>	 <b>IF</b> <b>Fédération Internationale de Football Association (FIFA)</b>
			 Switzerland
		LEGAL TEAM - Not available	

**CATEGORY**

Procedural

**ISSUES**

jurisdiction

**RELEVANT RULES & REGULATIONS**

FIFA RSTP, ed. Jul.22; arts. 22, 23  
 FIFA Statutes, ed. 2022; art. 57(I)  
 PILA; arts.190(2), 191, 192  
 LTF; arts. 54, 77, 95, 97, 99, 105, 106

**LANGUAGE**

German

**KEYWORDS**

lack of jurisdiction; opt-out

**ORIGIN**

Court of Arbitration for Sport Appeals Arbitration Division, appeal

**Main issue****Did the CAS panel wrongly affirm jurisdiction over the employment dispute?**

Yes, the CAS panel wrongly affirmed jurisdiction over the employment dispute due to a valid opting-out clause favoring the Hungarian courts.

**CASE LAW 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 136 III 605; SFT 4A\_460/2024; SFT 4A\_616/2024; SFT 4A\_64/2025.
- » **Arbitration agreement, interpretation:** ATF 147 III 107; ATF 142 III 239; ATF 140 III 134; ATF 144 III 235.
- » **Arbitration agreement, substantive validity:** ATF 147 III 107; ATF 140 III 134; ATF 130 III 66; ATF 142 III 239; SFT 4A\_2/2023; SFT 4A\_430/2023; SFT 4A\_64/2025.
- » **Arbitration agreement, validity:** ATF 147 III 107; ATF 140 III 134; ATF 138 III 29.
- » **Case law, stare decisis:** SFT 4A\_10/2022; SFT 4A\_340/2023.
- » **Jurisdiction, appeal:** SFT 4A\_420/2022; SFT 4A\_2/2023; SFT 4A\_64/2025.
- » **Jurisdiction, choice of forum:** SFT 4A\_460/2024; SFT 4A\_64/2025.
- » **Jurisdiction, opt-out:** SFT 4A\_64/2025.
- » **Regulatory interpretation, arbitration agreement:** ATF 148 III 427; SFT 4A\_420/2022; SFT 4A\_344/2021; SFT 4A\_180/2023; SFT 4A\_12/2025.
- » **SFT, appeal requirements:** ATF 150 III 280; ATF 146 III 358; ATF 134 III 186; ATF 134 III 565; ATF 119 II 380; ATF 150 III 280.
- » **SFT, appeal scope:** AFT 137 II 313; ATF 137 III 617.
- » **SFT, evidence:** ATF 144 III 559; ATF 142 III 220; ATF 140 III 477.
- » **SFT, language:** ATF 142 III 521; SFT 4A\_460/2024.

**SFT 4A\_92/2025**  
FC A. g. B. & FIFA**Before the Swiss Federal Tribunal**

- / **January-February 2025:** club filed appeal
- / **January-February 2025:** club requested stay
- / **25 February 2025:** stay denied
- / **4 July 2025:** ruling issued

## Background

The original dispute involves an employment agreement between the club and the player signed on 22 September 2020. The employment contract included a clause that provides for dispute resolution through Hungarian courts. In July 2022, the player terminated the employment contract due to disagreements between him and the club. On 16 July 2022, he filed a claim before FIFA DRC seeking unpaid wages and damages. On 26 January 2023 and corrected 18 April 2023, FIFA DRC partially upheld the player's claim. On 8 May 2023, the club appealed to CAS, arguing lack of jurisdiction and *lis pendens*. On 15 January 2025, CAS rejected the jurisdictional objection and partially upheld the FIFA DRC decision.

The club appealed before the SFT, seeking to annul the CAS award.

## » SFT 4A\_92/2025 FC A. g. B. & FIFA

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the club is upheld; (b) the CAS award is set aside; (c) the costs of the proceedings are borne by the athlete and FIFA.

#### Main issue

The SFT reasons that it examines the objection to jurisdiction under PILA art. 190(2)(b) from a legal perspective. It assesses the substantive validity and objective scope of an arbitration agreement according to the law chosen by the parties, the law applicable to the dispute, or Swiss law.

Moreover, the SFT reasons that the jurisdiction of an appellate body is limited to the internal decision-making body of first instance. As such, an arbitral tribunal's jurisdiction as an appellate body depends on an arbitration clause in favor of both it and the first-instance decision-making body.

In addition, the SFT reasons that an arbitration agreement is understood to be an arrangement by which two or more specific or identifiable parties agree to submit one or more existing or future disputes to an arbitral tribunal under a directly or indirectly determined legal framework. Thus, excluding the original jurisdiction of state courts.

The SFT further reasons that the interpretation of an arbitration agreement follows the general principles applicable to the interpretation of private declarations of intent. Primarily decisive is the actual mutual intent of the parties, a subjective interpretation based on the assessment of evidence that is generally beyond the review of the SFT. If no actual mutual intent of the parties is established, it must be interpreted according to the principle of good faith. Particularly, a waiver of access to a state court is to be met with a restrictive interpretation in cases of doubt.

The SFT notes that the applicable law was primarily FIFA regulations, in particular the FIFA RSTP and the FIFA Procedural Rules, supplemented by Swiss law. In addition, the employment contract concluded by the club and the player provides for clause relating to dispute resolution.

Moreover, the SFT notes that the jurisdiction of the CAS to assess the claim depends on whether the FIFA DRC itself was competent to decide the dispute. As such, it depends on whether an applicable arbitration clause exists for the international employment dispute in favour of the CAS and the FIFA bodies.

In addition, the SFT notes that the clause provided for in the employment contract does not permit the assumption of an arbitration agreement in favour of the CAS and FIFA, not even as an alternative to the Hungarian courts. As such, the objection to jurisdiction is well-founded.

The SFT decides that the CAS panel wrongly affirmed jurisdiction over the employment dispute due to a valid opting-out clause favoring the Hungarian courts.

# SFT 4A\_168/2025

## A. c. United States Anti-Doping Agency

Reference number: [SFT 4A\\_168/2025](#)

Award date: 4 August 2025

Original CAS award: CAS 2024/A/10291



APPELLANT		RESPONDENT	
<b>Athlete</b> <b>A</b>	 United States	<b>NADO</b> <b>United States Anti-Doping Agency (USADA)</b>	 United States
<b>LEGAL TEAM</b> <b>Claude Ramoni</b>   Lawyer in Lausanne, Switzerland <b>Monia Karmass</b>   Lawyer in Lausanne, Switzerland		<b>LEGAL TEAM</b> <b>Jean-Marc Reymond</b>   Lawyer in Lausanne, Switzerland	
<b>FEDERAL JUDGES</b>	<b>President.</b> Christina Kiss	<b>Judge.</b> Yves Rüedi	<b>Judge.</b> Marie-Chantal May Canellas

### CATEGORY

Procedural

### ISSUES

public policy

### RELEVANT RULES & REGULATIONS

LTF; arts. 42, 54, 64, 66, 77, 105, 106  
PILA; arts. 176, 182, 190, 191, 192  
Swiss Constitution; art. 70

### LANGUAGE

French

### KEYWORDS

procedural public policy; right to be heard

### ORIGIN

Court of Arbitration for Sport Appeals Arbitration Division, appeal

### Main issue

**Did the panel respect the athlete's right to be heard?**

Yes, the panel respected the athlete's right to be heard.

### CASE LAW CITED

- » **Annulment, fundamental rights:** ATF 134 III 186.
- » **Annulment, right to be heard:** AFT 142 III 360; ATF 133 III 235; ATF 142 III 360.
- » **Arbitration agreement, substantive validity:** ATF 138 III 29.
- » **SFT, appeal requirements:** ATF 150 III 280.
- » **SFT, appeal scope:** ATF 140 III 16; SFT 4A\_322/2015; SFT 4A\_54/2019.
- » **SFT, burden of proof:** SFT 4A\_65/2018.
- » **SFT, evidence:** SFT 4A\_140/2022.
- » **SFT, language:** ATF 142 III 521.

**SFT 4A\_168/2025****A. c. United States Anti-Doping Agency****Before the Swiss Federal Tribunal****/ 2 April 2025:** athlete filed appeal**/ 4 August 2025:** ruling issued

## Background

The original dispute involves an international-level American athlete anti-doping rule violation under USADA jurisdiction. The athlete underwent doping control tests on 20 July and 27 September 2022. A panel of experts reviewed the athlete's biological passport in June 2023 and found anomalies in two blood samples that it considered as likely resulting from blood manipulation. The panel drafted two successive reports dated August 17 and 20 October 2023 in which it upheld the initial conclusion after reviewing the athlete's explanation.

On 18 August 2023, the NADO provisionally suspended the athlete and opened disciplinary proceedings for anti-doping rule violation. On 27 November 2023, a sole arbitrator under the New Era Arbitration framework found that the NADO had failed to establish that the athlete had used or attempted to use a prohibited substance or method to the sole arbitrator's comfortable satisfaction.

On 9 January 2024, the NADO appealed the New Era Arbitration award before the CAS. The CAS panel issued the operative part of its award on 21 June 2024 and the grounds of its award on 26 February 2025. In short, the CAS panel partially upheld the NADO's appeal and decided, inter alia: (i) to set aside the New Era Arbitration award; (ii) to declare that the athlete violated the anti-doping regulations; and (iii) to suspend the athlete.

The athlete appealed before the SFT, seeking to annul the CAS award.

## » SFT 4A\_168/2025 A. c. United States Anti-Doping Agency

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the athlete is dismissed; (b) the costs of the proceedings are borne by the athlete.

#### Main issue

The SFT reasons that the right to be heard refers to an arbitral tribunal's duty to examine and address relevant issues. An arbitral tribunal violates this duty by failing to consider allegations, arguments, evidence, and offers of proof presented by one of the parties and relevant for the award.

Moreover, the SFT reasons that an arbitral tribunal is not obliged to discuss all arguments raised by the parties. As such, an arbitral tribunal cannot be reproached for not refuting an argument that is objectively devoid of any relevance. Furthermore, grievance based on the violation of the right to be heard must not serve to provoke a review of the application of substantive law.

In addition, the SFT reasons that the party that alleges that an arbitral tribunal has violated such duty has the burden to prove so. As such, the aggrieved party must establish that: (i) the arbitral tribunal did not examine certain factual, evidentiary, or legal elements that it had regularly advanced in support of its conclusions; and (ii) these elements were likely to influence the outcome of the dispute.

The SFT notes that the argument developed by the athlete is not sufficient to establish a violation of the athlete's right to be heard. The athlete criticized the reasoning of the panel's award and attempted to prompt the SFT to review its merits.

The SFT decides that the panel respected the athlete's right to be heard.

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# European Court of Justice



**ECJ C-600/23****Seraing**Reference number: [ECJ C-600/23](#)

Award date: 1 August 2025

**Topic:**Effective judicial protection; CFREU art. 47;  
TEU art. 19(1); TFEU art. 267

<b>REQUESTING AUTHORITY</b>	<b>Cour de Cassation</b>	 Belgium
<b>PARTIES TO THE ORIGINAL PROCEEDINGS</b>	Royal Football Club Seraing SA v. Fédération Internationale de Football Association (FIFA), Union des Associations Européennes de Football (UEFA), Union Royale Belge des Sociétés de Football Association ASBL (URBSFA);	
	<b>INTERESTED PARTY</b>	Doyen Sports Investment Ltd

**JUDGES****President.****Koen Lenaerts**  
Belgium**Rapporteur Judge.****Jan Passer**  
Czechia**Judge.****Küllike Jürimäe**  
Estonia**Judge.****Constantinos Lycourgos**  
Cyprus**Judge.****Irmantas Jarukaitis**  
Lithuania**Judge.****Maria Lourdes Arastey Sahún**  
Spain**Judge.****Siniša Rodin**  
Croatia**Judge.****Andreas Kumin**  
Austria**Judge.****Niilo Jääskinen**  
Finland**Judge.****Dimitrios Gratsias**  
Greece**Judge.****Eugene Regan**  
Ireland**Judge.****Ineta Ziem**  
Latvia**Judge.****Zoltán Csehi**  
Hungary**CATEGORY****Procedural****ISSUES**arbitration; effective judicial protection; public policy;  
*res judicata***LANGUAGE**

French

**KEYWORDS**competition law; EU public policy; freedom of movement;  
recognition and enforcement of arbitral awards**Main issue****Is a CAS award subject to effective judicial review by an EU member state's court or tribunal under EU law to safeguard EU public policy?**

Yes, a CAS award is subject to effective judicial review by an EU member state's court or tribunal under EU law to safeguard EU public policy.

## Background

The Belgian club RFC Seraing entered contracts with the Maltese company Doyen Sports Investment Ltd in 2015. The contracts involved third-party ownership of players' economic rights. The club is affiliated to the URBSFA, which is the Belgian MA that is a member association of FIFA and UEFA.

On 2 July 2015, FIFA opened disciplinary proceedings with the assistance of the Belgian MA against the club for violating the FIFA RSTP arts. 18*bis* and 18*ter*, which prohibits third-party influence and ownership respectively. On 4 September 2015, the FIFA DisCo sanctioned the club with a player registration ban and a fine. On 30 November 2015, the club appealed the FIFA DisCo decision before the FIFA Appeal Committee, which confirmed the FIFA DisCo decision on 7 January 2016.

On 9 March 2016, the club appealed the FIFA Appeal Committee decision before CAS, which dismissed the appeal on 9 March 2017. In its appeal, the club argued that the FIFA rules breached EU law provisions and EU competition law, including free movement for workers, freedom to provide services, and free movement of capital. In short, the CAS panel found that the club did not demonstrate that the FIFA RSTP arts. 18*bis* and 18*ter* infringe the Swiss and the EU competition law. In addition, the CAS panel found that FIFA sought to pursue legitimate objectives in general interest that relate to sporting matters, linked to preserving the integrity of competitions. As such, the FIFA RSTP content showed that it was appropriate for achieving those objectives and it did not go beyond what was necessary and proportionate to that end.

On 15 May 2017, the club challenged the CAS award before the SFT, which dismissed the appeal on 20 February 2018. In its appeal, the club argued that the CAS award was incompatible with EU law and Swiss law. In short, the SFT ruled that competition law is not part of Swiss substantive public policy and that the club did not meet procedural requirements.

Separately on 8 July 2015, the club pursued legal action in Belgium and sought declaratory relief, injunctions, and damages. In short, it argued that the FIFA rules violated EU law. The Brussels Commercial Court and the Brussels Court of Appeal dismissed the claims, respectively on 17 November 2016 and on 12 December 2019. In short, ruling that the CAS award had the same *res judicata* effect as a Belgian court judgment between the parties and probative value *vis-à-vis* the Belgian MA as a third party to it.

The club appealed the decision before the Belgian Cour de Cassation, raising legal questions under TEU art. 19(1), TFEU art. 267, and CFREU art. 47. Particularly that the Brussels Court of Appeal infringed those provisions by rejecting as inadmissible the club's grounds of appeal. The Belgian Cour de Cassation stayed the proceedings and referred the following questions to the ECJ:

(1) Does Article 19(1) [TEU], read in conjunction with Article 267 [TFEU] and Article 47 of [the Charter], preclude the application of provisions of national law such as Article 24 and Article 171[3](9) of the [Judicial Code], laying down the principle of *res judicata*, to an arbitral award the conformity of which with EU law has been reviewed by a court of a State that is not a Member State of the European Union, which is not permitted to refer a question to the Court of Justice of the European Union for a preliminary ruling?

(2) Does Article 19(1) [TEU], read in conjunction with Article 267 [TFEU] and Article 47 of [the Charter], preclude the application of a rule of national law according probative value *vis-à-vis* third parties, subject to evidence to the contrary which it is for them to adduce, to an arbitral award the conformity of which with EU law has been reviewed by a court of a State that is not a Member State of the European Union, which is not permitted to refer a question to the Court of Justice of the European Union for a preliminary ruling?'

## Issues

The ECJ stated under preliminary considerations that it must ascertain whether the second paragraph of TEU art. 19, read in conjunction with TFEU art. 267 and CFREU art. 47, preclude within the EU member states' territories the application to an arbitral award made by the CAS and upheld by the SFT of the following: (i) national provisions which confer on final arbitral awards the authority of *res judicata* in the relations between the parties to the dispute; and (ii) a national rule which grants such awards probative value *vis-à-vis* third parties as a consequence of the *res judicata* authority. Particularly when a national court or tribunal that is authorized to make a reference to the ECJ for a preliminary ruling has not reviewed the conformity of that award with EU law first.

The ECJ reasons that the principles and provisions which form part of EU public policy include the freedom of movement for workers, the freedom to provide services, and the free movement of capital. These freedoms form part of the foundations of the internal market comprising an area without internal frontiers.

The EU is a union based on the rule of law, in which the right to effective judicial protection is of cardinal importance as a guarantee that all the rights that individuals derive from EU law will be protected. The recognition of the right to an effective remedy under the CFREU art. 47 presupposes that the person invoking that right is relying on rights or freedoms guaranteed by EU law.

In addition, the right to an effective remedy corresponds to the obligation imposed on the EU member states to provide remedies sufficient to ensure effective legal protection in the fields covered by EU law. As such, all bodies within the judicial system of the EU member states which may be called upon to interpret or apply EU law must meet the requirements essential to effective judicial protection.

The right to an effective remedy requires that EU member states' courts or tribunals carry out an effective judicial review of the acts, measures or behaviour alleged to have infringed the rights or freedom which EU law confers on individuals in the context of a given dispute. Particularly, the power to consider all the issues of fact and of law that are relevant for resolving that case. However, CFREU art. 47 does not imply that individuals must have a direct legal remedy as long as one or more legal remedies exist in the national judicial system concerned. Such remedies must enable those individuals to obtain effective judicial review, even if indirectly.

Whether directly or indirectly, the remedies available in the national judicial system concerned must enable the competent court or tribunal to request the ECJ to give a preliminary ruling on any question concerning the interpretation of EU law or the validity of an act of EU law under TFEU art. 267. Such possibility seeks to secure uniform interpretation of EU law, serving to ensure its consistency, its full effect and its autonomy. As such, the preliminary ruling procedure constitutes an essential component of the system established by the EU law to enable national courts or tribunals to ensure effective judicial protection of the rights which individuals derive from EU law.

Recourse to arbitration by individuals is in principle possible as those subject to the EU legal order by virtue of pursuing an economic activity within the territory of an EU member states may refer a dispute arising from such context to an arbitration mechanism - either voluntary arbitration or compulsory arbitration. The arbitration mechanism to which international sports associations subject the settlement of disputes which may arise between themselves or their member associations and individuals subject to their respective jurisdiction are characterized by several factors specific to them due to the statutes and prerogatives of those sports associations.

The mandatory nature of arbitration mechanism of that type is closely linked to the fact that they are intended to apply to disputes between a sports association with *sui generis* and particularly extensive regulatory and oversight powers as well as power to impose sanctions and a general and indeterminate group of legal or natural persons who are subject to the exercise of those powers in the pursuit of their professional activity. Mandatory recourse to arbitration may be warranted in the light of the legal autonomy enjoyed by international sports associations and having regard to their responsibilities. Particularly,

the pursuit of legitimate objectives, such as ensuring uniform handling of disputes relating to the sporting discipline that is within the purview of their jurisdiction or enabling the consistent interpretation and application of the rules applicable to that discipline.

However, legal autonomy cannot justify *per se* the exercise of the powers held by such associations having the effect of limiting the possibility for individuals to rely on the rights and freedoms conferred to them by EU law which forms part of EU public policy. As such, any arbitration mechanism must be designed and implemented in such a way as to ensure its compatibility with the principles underlying the judicial architecture of the EU and effective compliance with EU public policy. In doing so, it must include access to an effective judicial review including disputes relating to the pursuit of a sport as an economic activity within the territory of the EU.

The judicial review of those arbitral awards may legitimately be limited in nature in the light of the requirements relating to the effectiveness of the arbitration proceedings as long as in compliance with EU law. Such review must ensure: (i) compliance with EU public policy principles and provisions; (ii) the legal consequences to be attached to them as regards their application in a given case; and (iii) the legal classification of the facts as established and assessed by the arbitration body.

Moreover, it is possible for an international sports association to put in place an arbitration mechanism that is subject to a direct legal remedy within the EU due to the association's headquarters. However, an affected individual must have access to an indirect remedy when there is no provision made for a direct legal remedy.

An affected individual must be able to request those courts or tribunals to find that infringement exists, to order damages for the harm caused, to grant interim measures, and to end the conduct amounting to that infringement of the competition law or of the freedoms of movement. Any national court or tribunal before which a dispute governed by EU law has been brought must have the power to ensure the full effectiveness of the judgment to be given on the substance of the case, including where that court or tribunal makes a request for a preliminary ruling to the ECJ and stays the proceedings pending reply. As such, such a court or tribunal must disapply the rules of national law which preclude that power.

The ECJ notes that the club is relying on rights and freedoms derived from EU law to challenge an EU member state's court declared preclusion to effectively review an award issued by a body under an arbitration mechanism that decided a dispute involving an economic activity pursued within the EU state members' territories. Particularly, the freedom of movement for workers, the freedom to provide services, and the free movement of capital.

Furthermore, the club is an individual subject to the jurisdiction of the Belgian member association, UEFA, and FIFA. As such, the club is subject to the unilateral imposition of the arbitration mechanism that gave jurisdiction to the CAS panel that issued the award. The club must have the possibility of obtaining an indirect legal remedy from any court or tribunal of an EU member state liable to examine the CAS award effective review to ascertain whether that award is consistent with the principles and provisions which form part of the EU public policy.

## » ECJ C-600/23 Seraing

### RULING

The ECJ ruled that the second subparagraph of the TEU art. 19(1), read in conjunction with TFEU art. 267 and CFREU art. 47, must be interpreted as precluding: (a) the authority of *res judicata* from being conferred within the territory of a EU member states on an award made by the Court of Arbitration for Sport (CAS), in the relations between the parties to the dispute in the context of which that award was made, where that dispute is linked to the pursuit of a sport as an economic activity within the territory of the European Union and the consistency of that award with the principles and provisions of EU law which form part of EU public policy has not first been subject to effective review by a court or tribunal of that EU member states that is authorized to make a reference to the ECJ for a preliminary ruling; (b) probative value from being conferred, as a consequence of that authority of *res judicata*, on such award within the territory of that EU member state, in the relations between the parties to that dispute and third parties.

### Main issue

The ECJ reasons that individuals must have the possibility of applying to any EU member state's court or tribunal properly seized of the question whether an arbitral award is consistent with the principles and provisions which form part of the EU public policy. In addition, EU member state's court or tribunal must be able to grant interim relief, declaratory relief, damages, and injunctions.

Moreover, the ECJ reasons that an EU member state's court or tribunal with jurisdiction to rule on such a question must disapply any rule of a member state or, *a fortiori*, of a sports association that prohibits the individuals concerned from requesting such remedies or that precludes it from granting them. Such rules include the authority of *res judicata* and the award's probative value *vis-à-vis* third parties throughout the territory of an EU member state.

As such, the ECJ reasons that individuals must have access to effective judicial review indirectly from any court or tribunal of an EU member state liable to examine such award if there is no direct legal remedy available.

As an *obiter dicta*, the ECJ recalls that the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, signed in New York on 10 June 1958, is not binding on the European Union. However, it provides for judicial review of arbitral awards as regards consistency with public policy and it is binding on all EU member states and Switzerland.

The ECJ notes that the CAS award relates to a dispute concerning disciplinary sanctions imposed by FIFA under contracts concluded between the club and a Maltese company whose economic activity consists in providing financial assistance to football clubs in Europe. The CAS panel issued its award pursuant to an arbitration mechanism established by the rules issued by FIFA.

In addition, the ECJ notes that the FIFA rules regarding its arbitration mechanism provide that a CAS award may be subject to an action for annulment before the Swiss courts. Switzerland is not an EU member state. As such, the club resorts to an indirect legal remedy.

The ECJ decides that a CAS award is subject to effective judicial review by an EU member state's court or tribunal under EU law to safeguard EU public policy.

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Quarterly Report on CAS Football Awards

Other landmark cases

# European Court of Human Rights



# ECHR 10934/21

## Semenya v. Switzerland

Reference number: [ECHR 10934/21](#)

Award date: 10 July 2025

**Topic:**

fair hearing; territorial link; ECHR (Convention) arts. 1, 6



APPLICANT		STATE	
<b>Athlete</b> <b>Mokgadi Caster Semenya</b>	 South Africa	<b>Switzerland</b>	 Switzerland
<b>LEGAL TEAM</b> S. Sfoggia   Attorney-at-law in Paris, France		<b>LEGAL TEAM</b> A. Scheidegge   Federal office of justice, Switzerland	

### JUDGES

**President.****Marko Bošnjak**  
Slovenia**Judge.****Siofra O'Leary**  
Ireland**Judge.****Arnfinn Bårdsen**  
Norway**Judge.****Gabriele Kucsko-Stadlmayer**  
Austria**Judge.****Mattias Guyomar**  
France**Judge.****Faris Vehabović**  
Bosnia and Herzegovina**Judge.****Mārtiņš Mits**  
Latvia**Judge.****Pauliine Koskelo**  
Finland**Judge.****Tim Eicke**  
United Kingdom**Judge.****Jolien Schukking**  
The Netherlands**Judge.****Erik Wennerström**  
Sweden**Judge.****Raffaele Sabato**  
Italy**Judge.****Andreas Zünd**  
Switzerland**Judge.****Diana Sârcu**  
Moldova**Judge.****Kateřina Šimáčková**  
Czechia**Judge.****Davor Derenčinović**  
Croatia**Judge.****Sebastian Rădulețu**  
Romania**CATEGORY****Procedural****ISSUES**

due process

**LANGUAGE**

English, French

**KEYWORDS**

fair hearing

**Main issue n.1**

Does the athlete fall within Switzerland's jurisdiction in respect of her complaints under the Convention art. 6?

Yes, she does.

**Main issue n.2**

Did the athlete have her Convention art. 6 guarantees safeguarded during the proceedings in Switzerland?

No, the athlete did not have her guarantees properly safeguarded.

## Background

The athlete challenged the “Eligibility Regulations for the Female Classification (Athletes with Differences of Sex Development)” issued by World Athletics on 23 April 2018, a Monegasque private law association. The World Athletics DSD Regulations required the athlete to lower her natural testosterone level to compete in the female category of international competitions, which she refused.

The athlete sought to challenge the DSD Regulations before CAS on 18 June 2018, which rejected her claim on 30 April 2019. The CAS panel acknowledged the regulations were *prima facie* discriminatory but deemed them necessary and proportionate. The athlete challenged the CAS award before the SFT on 28 May 2019, which rejected her challenge on 25 August 2020. The SFT confirmed the CAS award under its limited review of public policy.

The athlete applied to the ECHR on 18 February 2021, relying on the European Convention on Human Rights (Convention) arts. 3, 6(1), 8, 13 and 14. In short, the ECHR ruled on issues relating to the athlete’s safeguards under the Convention.

## » ECHR 10934/21 Semenya v. Switzerland

### RULING

The ECHR decided that: (a) the request for re-examination under ECHR art. 3 filed by the athlete is rejected; (b) the preliminary objection relating to the athlete's complaints under ECHR arts. 8, 13, 14 raised by the State is upheld; (c) the request under ECHR art. 6(1) filed by the athlete is admissible; (d) the complaint under ECHR art. 6(1) filed by the athlete is upheld.

#### Main issue n.1

The ECHR reasons that the jurisdiction of a State is essentially territorial under the Convention art. 1. As such, the facts that base a complaint must have taken place on the territory of the respondent State. However, exceptional circumstances may lead to the conclusion that a State has exercised its jurisdiction outside its national territory due to acts or omissions that can be attributed to it that are performed or produce its effects outside its territory.

In addition, the ECHR reasons that a procedural-related pathway for exceptional circumstances in the context of a complaint under the Convention art. 6(1) is the acknowledgement that a State offers its jurisdiction to a person to bring a civil action in its Court even if the events that give rise to an application occurred outside the territory of the State. Specifically, the following conditions must apply: (i) the domestic law recognized a right to bring such an action; and (ii) the right claimed is *prima facie* possessed of characteristics required by that provision. As such, the State is required by the Convention art. 1 to secure in those proceedings respect for the rights protected under the Convention art. 6 due to the jurisdictional link.

The ECHR notes that there is no territorial link between Switzerland and the athlete, the World Athletics adoption of the DSD Regulations, and the effects of such regulations in the athlete's personal situation. As such, the athlete does not fall within the territorial jurisdiction of Switzerland *per se*.

However, the ECHR notes that the athlete brought an action before CAS and challenged the CAS award before the SFT. CAS has its seat in Switzerland and is governed by the provision of PILA chapter 12 that relates to international arbitration. Particularly, Swiss law provides for a civil law appeal before the SFT against awards of arbitral tribunals which have their seat in Switzerland. Such appeals allow for a substantive review of an award compatibility with public policy.

As such, the ECHR notes that the rights asserted by the athlete before CAS and the SFT possess the characteristics required by the Convention art. 6 as her civil rights. In short, it created a jurisdictional link with Switzerland and entails an obligation for that State to ensure respect for the athlete's rights.

The ECHR decides that the athlete falls within Switzerland's jurisdiction in respect of her complaints under the Convention art. 6.

#### Main issue n.2

The ECHR reasons that its duty is to ensure the observance of the engagements undertaken by the States to the Convention under its art. 19. Particularly, the ECHR task in connection with the Convention art. 6 is to examine applications alleging that the domestic courts have failed to observe specific procedural safeguards laid down in that article or that the conduct of the proceedings did not guarantee the applicant a fair hearing. As such, it is competent to deal with an

## ECHR 10934/21

## Semenya v. Switzerland

application alleging errors of law or fact if it considers that such errors might have involved a possible violation of any of the rights and freedoms set out in the Convention.

Moreover, the ECHR reasons that violations may amount to unfairness under the Convention art. 6. In addition, it includes the possibility that the ECHR reviews decisions deemed to be arbitrary or manifestly unreasonable under the Convention art. 6 that guarantees the right to a fair hearing.

Furthermore, the ECHR reasons that such guarantees include the right of the parties to the trial to submit any observations that they consider relevant to their case. This right can only be seen to be effective if the observations are heard and duly considered by the domestic court under its duty to conduct a proper examination of the parties' submissions, arguments and evidence to provide a reasoned decision. However, such undertaking is assessed case by case and does not entail an obligation to reject each argument of each party.

As such, the ECHR reasons that the purpose of the Convention is to guarantee that the parties' rights under it are practical and effective.

The ECHR reasons that it recognizes the advantages that arbitration clauses could have for the individual concerned and for the administration of justice. Arbitration clauses do not offend against the Convention in principle and its art. 6 does not preclude the establishment of arbitral tribunals to settle certain pecuniary disputes between individuals.

In addition, the ECHR reasons that the parties to a dispute are free to take certain disagreements arising under a contract to a body other than an ordinary court of law, waiving certain rights secured by the Convention if such a waiver is established in a free, lawful and unequivocal manner. Such waiver must comply with minimum guarantees even if under a voluntary arbitration agreement. However, the arbitral tribunal must afford the safeguards provided for by the Convention art. 6(1) if the parties have no option but to refer their dispute to it.

The ECHR reasons that such context includes arbitration imposed by a private entity rather than by law, as is the case regarding international disputes relating to sport. Recourse to a single and specialized international arbitral tribunal facilitates a certain procedural uniformity and strengthens legal certainty in high-level international sports events that are held in various countries by organizations based in different States.

As such, the ECHR reasons that sports mandatory arbitration is not sufficient to give rise to a violation of the Convention art. 6(1) *per se*. A non-State mechanism of conflict resolution at first or second instance with the possibility of appeal before a State court at last instance could be an appropriate solution to this field.

However, the ECHR reasons that sports arbitration occurs in the context of the structural imbalance which often characterizes the relationship between sportspersons and the bodies which govern their respective sports that is hierarchical in nature at both the international and national levels. Particularly, the relations between sportspersons and the sport governing bodies that go beyond the exercise of the pecuniary or economic rights and concern the exercise of civil rights relating to values such as economic freedom, respect for privacy, bodily and psychological integrity and human dignity.

The ECHR reasons that sport governing bodies exercise powers in the field of international sports competition akin to regulation-making powers, including who competes and under what conditions. The CAS jurisdiction itself reflects the exercise of such power in vertical disputes. Private entities not governed by public law *de facto* regulate individuals' activity and have the capacity to restrict the exercise of their rights.

In addition, the ECHR reasons that the inherent dominance enjoyed by sport governing bodies in the system of international sports arbitration must be considered, including at CAS. The CAS was originally established under the auspices of the IOC. Nowadays, the Associations of Olympic International Sports Federations, the Association of the National Olympic Committees and the IOC appoint, directly or indirectly, the members of the ICAS, the functions of which include adopting and amending the CAS Code and appointing the persons listed as CAS arbitrators. Moreover, the ICAS is responsible for the

functioning and financing of the CAS under the CAS Code.

As such, the ECHR reasons that sport governing bodies can dictate conditions in their relationship with sportspersons as they regulate international sports competitions, impose mandatory and exclusive jurisdiction of CAS for the examination of disputes relating to those regulations, and exercise structural control over the international sports arbitration system. Thus, CAS must afford the safeguards provided for by the Convention art. 6(1) where it exercises its exclusive jurisdiction imposed for resolving a dispute between a sports organization and a sportsperson.

The ECHR notes that CAS was the only forum possible for the athlete to contest the validity of the DSD Regulations. The CAS panel found the DSD Regulations discriminatory but necessary, reasonable and proportionate means of achieving the goals of World Athletics. The CAS panel did not assess the validity of the DSD Regulations considering the Convention requirements. In addition, the CAS panel did not examine the athlete's allegations of discrimination, despite her substantiated and credible claims.

The ECHR also notes that the SFT has a very limited review confined to examining whether the CAS award is compatible with public policy within the meaning of PILA art. 190(2). The SFT did not respond in an effective manner to the athlete's complaints of discrimination. As such, the domestic remedies available to the athlete could not be considered effective within the meaning of the Convention.

The ECHR decides that the athlete did not have her Convention art. 6 guarantees safeguarded during the proceedings in Switzerland.



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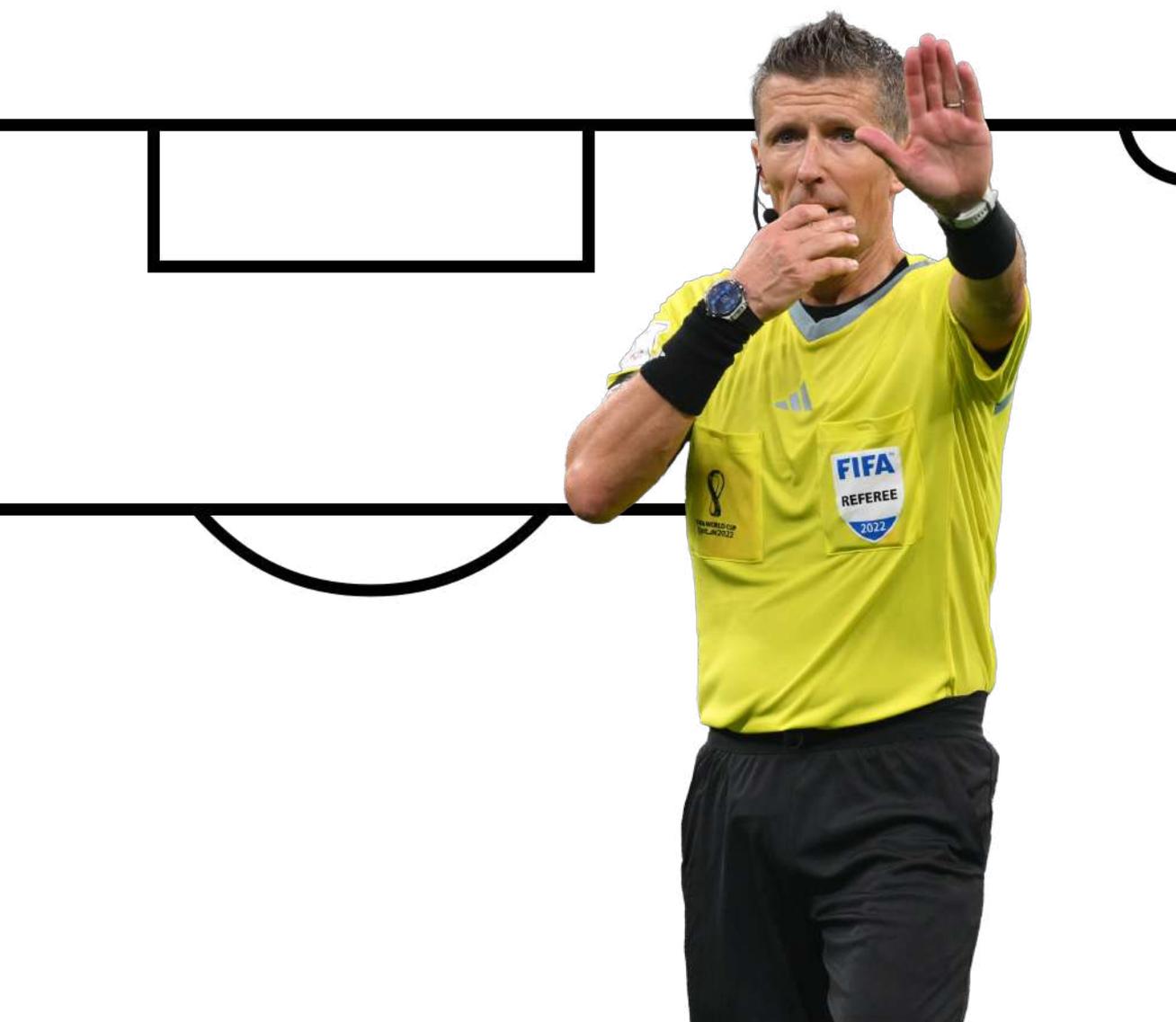
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