

**FIFA**<sup>®</sup>

QUARTERLY REPORT ON


# CAS Football Awards

OCTOBER - DECEMBER

**2025 Edition**



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## Court of Arbitration for Sport

FIFA Football Tribunal

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Non-FIFA cases

TAS  
Tribunal Arbitral du Sport  
CAS  
Court of Arbitration for Sport

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Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

**FIFA Football Tribunal**

# Dispute Resolution Chamber

FIFA



# TAS 2024/A/11017




## Maghreb Association Sportive c. Wyao Justin Yere Barowheou

Reference number: [TAS 2024/A/11017](#)

Award date: 12 May 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Maghreb Association Sportive	 Morocco	<b>Player</b> Wyao Justin Yere Barowheou	 Togo
<b>LEGAL TEAM</b> Mohamed Ghazi   Attorney-at-law in Casablanca, Morocco		<b>LEGAL TEAM</b> Mawuli Kwaku Avorgah   Attorney-at-law in Lomé, Togo	
<b>SOLE ARBITRATOR</b>		Patrick Grandjean   Attorney-at-law in Belmont-sur-Lausanne, Switzerland	

### CATEGORY

#### Employment, Status & Transfer

### ISSUES

applicable law; damages; termination

### RELEVANT RULES & REGULATIONS

CAS Code; art. R58

FIFA RSTP; art. 17

FIFA Statutes; art. 49(2)

Moroccan Code of Obligations and Contracts; art. 462

PILA; art. 187

SCO; art. 18

### LANGUAGE

French

### KEYWORDS

breach of contract; choice of law; compensation; just cause; mitigation

### CASE LAW CITED

- » **Applicable law, domestic law:** CAS 2014/A/3652.
- » **Applicable law, Haas doctrine:** TAS 2018/A/5896.
- » **Applicable law, regulations:** CAS 2016/A/4569.
- » **Burden of proof, allocation:** CAS 2013/A/3097.
- » **Contractual interpretation, parties' intention:** ATF 132 III 268; ATF 132 III 626; ATF 131 III 606; ATF 144 III 93; TAS 2024/A/7958; TAS 2024/A/10466.
- » **Remuneration, performance bonus:** TAS 2021/A/7958; TAS 2021/A/8115; TAS 2024/A/10466.

### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber

### Main issue

**Is the performance bonus to be included in the calculation of the compensation for termination of the employment contract owed by the club to the player?**

No, the performance bonus is not to be included in the calculation of the compensation for termination of the employment contract owed by the club to the player.

**TAS 2024/A/11017****Maghreb Association Sportive c.  
Wyao Justin Yere Barowheou****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **24 May 2024:** player filed claim
- / **8 August 2024:** decision rendered
- / **22 October 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **12 November 2024:** club filed statement of appeal
- / **17 December 2024:** club filed appeal brief
- / **2 February 2025:** player filed answer
- / **4 February 2025:** sole arbitrator appointed
- / **31 March 2025:** sole arbitrator decided not to hold hearing
- / **31 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **21 April 2025:** club filed submission on mitigation
- / **21 April 2025:** club filed new evidence
- / **28 April 2025:** club filed comments
- / **28 April 2025:** player filed new evidence
- / **29 April 2025:** player filed submission on mitigation
- / **12 May 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 10 August 2023, valid until 30 June 2026. The employment contract provided for performance bonus payments. The player sent a default notice to the club on 23 April 2024. The club replied on 24 April 2024. The player sent a termination notice to the club on 10 May 2024.

The player filed a claim before the FIFA DRC against the club for breach of contract on 24 May 2024, requesting outstanding remuneration and compensation. 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 22 October 2024.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The player signed an employment agreement with a Togolese club on 18 November 2024, valid until 29 June 2025. The player filed his answer requesting that the sole arbitrator confirm the FIFA DRC decision.

The club requested on 21 April 2025 that the sole arbitrator deduct from the compensation owed to the player any earnings to which he is entitled under his employment contract with the Togolese club. The player accepted the mitigation request on 29 April 2025.

## » TAS 2024/A/11017 Maghreb Association Sportive c. Wyao Justin Yere Barowheou

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is partially upheld; and (b) the FIFA DRC decision is amended.

#### Main issue

The sole arbitrator reasons that an annual performance bonus may be paid either as: (i) a pre-determined lump sum independent of any variable factor; or (ii) according to a specific formula considering specific conditions.

The sole arbitrator notes that the parties agreed that the player would be entitled to the performance bonus if he achieved certain predefined conditions. The player did not achieve such conditions.

The sole arbitrator decides that the performance bonus is not to be included in the calculation of the compensation for termination of the employment contract owed by the club to the player.

# CAS 2024/A/10445

## El Zamalek Sporting Club v. Ferjani Sassi & Al Duhail SC

Reference number: [CAS 2024/A/10445](#)

Award date: 10 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>El Zamalek Sporting Club</b>	 Egypt	<b>Player</b> <b>Ferjani Sassi</b>	 Tunisia
<b>LEGAL TEAM</b> Sports Makers Law Firm in Cairo, Egypt <b>Nassr Eldin Azzam</b>   Attorney-at-law		<b>LEGAL TEAM</b> <b>Mohamed Ali Bouraoui</b>   Attorney-at-law in Sousse, Tunisia	
SOLE ARBITRATOR		RESPONDENT	
<b>Sofoklis P. Pilavios</b>   Attorney-at-law in Athens, Greece		 <b>Club</b> <b>Al Duhail SC</b>	 Qatar
		<b>LEGAL TEAM</b> MCA Sports Law LLP in Doha, Qatar <b>Ettore Mazzilli</b>   Attorney-at-law <b>Martin Cockburn</b>   Attorney-at-law <b>Konstantinos Antoniou</b>   Attorney-at-law	

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

termination

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R29

FIFA RSTP, annexe 3 (ed. Feb.2021); art. 5(1)

SCO; art. 18

**LANGUAGE**

English

**KEYWORDS**

breach of contract; just cause; outstanding remuneration

**CASE LAW CITED**

- » **Breach of contract, internal disciplinary proceedings:** CAS 2014/A/2823; CAS 2014/A/3864; CAS 2018/A/5807; CAS 2021/A/8139.
- » **Burden of proof, allocation:** CAS 2003/A/506; CAS 2009/A/1810 & 1811; CAS 2009/A/1975.
- » **De novo review, scope:** CAS 2015/A/4177.
- » **Employment contract, amendment:** SFT 4A\_666/2017.
- » **Employment contract, covid-19:** CAS 2021/A/8156.
- » **Remuneration, net amount:** CAS 2012/A/2806; CAS 2017/A/5164; CAS 2018/A/6861.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber

**Main issue**

**Is the player entitled to outstanding remuneration under his Zamalek employment contract?**

Yes, the player is entitled to outstanding remuneration under his Zamalek employment contract.

**CAS 2024/A/10445****El Zamalek Sporting Club v.  
Ferjani Sassi & Al Duhail SC****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **16 July 2021:** player filed claim
- / **15 September 2021:** Zamalek filed counterclaim
- / **9 December 2021:** decision rendered
- / **27 March 2023:** case referred back by CAS award
- / **29 November 2023:** decision rendered
- / **1 March 2024:** grounds notified

**Before the Court of Arbitration for Sport**

- / **24 March 2024:** Zamalek filed statement of appeal
- / **6 April 2024:** player objected admissibility
- / **14 April 2024:** Zamalek filed comments
- / **17 April 2024:** player withdrew objection
- / **28 April 2024:** Zamalek filed appeal brief
- / **12 August 2024:** Duhail filed answer
- / **31 August 2024:** player filed answer
- / **2 September 2024:** sole arbitrator appointed
- / **6 December 2024:** sole arbitrator issued evidentiary instructions
- / **14 January 2025:** Zamalek filed evidence
- / **10 April 2025:** Duhail filed comments
- / **15 April 2025:** player filed comments
- / **10 June 2025:** sole arbitrator decided not to hold hearing
- / **10 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **10 October 2025:** sole arbitrator issued award

## Background

The player and Zamalek signed an employment agreement on 29 July 2018. The player sent a default notice to Zamalek on 15 May 2021. Zamalek replied on 29 May 2021, *inter alia*, asserting that it had deducted amounts provided for in the contract from the player's remuneration. The player stated on 5 June 2021 that his employment contract had expired on 31 May 2021 and that Zamalek's deductions were unlawful.

The player filed a claim before the FIFA DRC against Zamalek for breach of contract on 16 July 2021, requesting outstanding remuneration. Zamalek sent a letter to Duhail and requested that it stop negotiating with the player and stated that the player remained employed by the club. The player signed an employment agreement with Duhail on 27 July 2021.

Zamalek filed a counterclaim against the player and Duhail on 15 September 2021. The FIFA DRC rendered its decision on 9 December 2021, declaring Zamalek's counterclaim inadmissible and awarding the player outstanding remuneration.

Zamalek filed an appeal before CAS, which set aside the FIFA DRC decision and referred the case back to it while declaring Zamalek's counterclaim admissible. The FIFA DRC rendered its new decision on 29 November 2023, partially accepting the player's claim and rejecting Zamalek's counterclaim. The FIFA DRC notified its decision's grounds on 1 March 2024.

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

## » CAS 2024/A/10445 El Zamalek Sporting Club v. Ferjani Sassi & Al Duhail SC

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Zamalek is partially upheld; (b) the FIFA DRC decision is amended; (c) the costs of the arbitration are borne 90% by Zamalek and 10% by the player; and (d) Zamalek shall pay the player and Duhail a contribution in the amount of CHF 3,000 each towards the legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that, in the context of the covid-19 PHEIC, unilateral variations to employment agreements imposed by clubs must be considered a measure of last resort. Such variations are only permissible when the following cumulative conditions are met: (i) an agreement between the club and the player was impossible to reach; (ii) national law did not address the specific situation, or collective agreements with the players' union were unavailable or inapplicable; and (iii) the variation was made in good faith and was reasonable and proportionate.

The sole arbitrator further reasons that the deciding bodies of FIFA may consider a variety of elements, *inter alia*: (i) whether the club had attempted to reach a mutual agreement with its employees; (ii) the club's economic situation; (iii) the proportionality of the amendment in question; and (iv) whether the unilateral decision applied to the entire squad or only specific employees.

Moreover, the sole arbitrator reasons an agreement providing for net payments is generally understood to mean net of any deductions. As such, the agreed amount must correspond to the sum received or collected by the creditor. This consideration is particularly relevant in cases with an international dimension where the employee is a foreign national and unlikely to be fully aware of the scope of obligations under domestic tax legislation.

Furthermore, the sole arbitrator reasons that a domestic football governing body is vested with regulatory, supervisory and disciplinary authority over clubs and players within its jurisdiction. It exercises its disciplinary functions based on its own regulations. As such, its subjects have a duty to comply with disciplinary decisions, and a club may deduct fines relating to disciplinary decisions from a player's net salary.

However, the sole arbitrator reasons that the exercise of an employer's disciplinary authority over its employees regarding alleged infringements committed in the course of professional duties must be based on explicit contractual provisions or by internal regulations made known to the employee at the outset of the employment relationship. Additionally, such disciplinary authority is subject to fundamental legal standards, including the principle of adversarial proceedings and due process. If not, a fine resulting from an employer's internal disciplinary proceeding may not be deducted from the employee's remuneration.

The sole arbitrator notes that the player and Zamalek did not provide an expiry date for their employment relationship under the employment contract. However, the Egyptian MA regulations state that the default expiry date for an employment contract is at the end of the sporting season. Zamalek did not provide proof that the parties have agreed to a later date. As such, it may be inferred that the parties intended for it to expire on 31 May 2021.

## » CAS 2024/A/10445 El Zamalek Sporting Club v. Ferjani Sassi & Al Duhail SC

Moreover, the sole arbitrator notes that the contract provided for the player's net salary and both Zamalek's and the player's responsibilities for taxes and other related fees. However, Zamalek itself was obliged to pay the taxes in addition to the player's net remuneration – not deduct it from the player's remuneration. Furthermore, the disciplinary fines imposed by the Egyptian MA may be deducted by Zamalek, but not the disciplinary fines imposed by Zamalek itself on the player as its internal disciplinary proceedings lacked due process.

The sole arbitrator decides the player is entitled to outstanding remuneration under his Zamalek employment contract.

As *obiter dictum*, the sole arbitrator notes that a club may not rely on disciplinary sanctions of a financial nature to evade its financial obligations towards players where due process and the player's right to be heard have not been duly observed.

# CAS 2025/A/11154


## Al Safa Football Club v. Bourhen Hkimi

Reference number: [CAS 2025/A/11154](#)

Award date: 22 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Al Safa Football Club</b>	 Saudi Arabia	<b>Player</b> <b>Bourhen Hkimi</b>	 Tunisia
<b>LEGAL TEAM</b> Law, Sports & Justice Law Firm in Cairo, Egypt <b>Islam Hisham</b>   Attorney-at-law <b>Shimaa Al Daly</b>   Attorney-at-law		<b>LEGAL TEAM</b> Global Sport Consulting Law Firm in Monastir, Tunisia <b>Ali Abbes</b>   Attorney-at-law <b>Mohamed Rokbani</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b>		<b>Jonathan Hall</b>   Solicitor in Dubai, United Arab Emirates	

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

damages; termination

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R57

FIFA RSTP (ed. Jun.2024); arts. 14, 17(1)

**LANGUAGE**

English

**KEYWORDS**breach of contract; compensation;  
just cause; mitigation; outstanding  
remuneration**CASE LAW CITED**» **Compensation, calculation:** CAS  
2016/A/4605; CAS 2017/A/5180**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber

**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 2025/A/11154**Al Safa Football Club v.  
Bourhen Hkimi**Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **26 September 2024:** player filed claim
- / **14 November 2024:** decision rendered
- / **8 January 2025:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **29 January 2025:** club filed statement of appeal
- / **28 February 2025:** club requested evidence production
- / **28 February 2025:** player filed evidence
- / **13 April 2025:** club filed appeal brief
- / **30 April 2025:** player filed answer
- / **1 May 2025:** sole arbitrator appointed
- / **12 May 2025:** panel decided not to hold hearing
- / **20 May 2025:** CAS Court Office forwarded order of procedure to the parties
- / **22 October 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 3 June 2023, effective from 1 July 2023 to 31 May 2024. The parties signed a new employment agreement on 28 May 2024, effective from 1 June 2024 to 31 May 2025. The parties signed a payment schedule relating to outstanding remuneration of the first employment agreement on 3 August 2024, subject to an acceleration clause and a penalty clause.

The player suffered an injury on 30 August 2024 during a match. The player underwent an MRI scan on 1 September 2024 that revealed injuries to his femoral tendons and abductors. At an unspecified date, the club allegedly attempted to negotiate a mutual termination agreement with the player. The club terminated the player's employment contract on 11 September 2024, alleging just cause.

The player filed a claim before the FIFA DRC against the club for breach of contract on 26 September 2024, requesting outstanding remuneration, penalty, and compensation. The FIFA DRC rendered its decision on 14 November 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 8 January 2025.

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/11154 Al Safa Football Club v. Bourhen Hkimi

### 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 3,500 towards the legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that the termination of a contract before its agreed term is a last resort action. Only a sufficiently serious breach of contractual obligations by one party qualifies as just cause for the other party to terminate the contract. A breach is considered sufficiently serious when there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue.

In addition, the sole arbitrator reasons that a party can only establish just cause to terminate an employment contract if it has previously warned the other party of its unacceptable conduct or attitude. That is particularly relevant for an employer attempting to terminate an employee's contract.

The sole arbitrator notes that it is difficult to assess the true version of events based on the evidence provided by the parties. However, on balance he deems himself comfortably satisfied by the evidence provided by the player. Moreover, the club failed to provide any proof regarding prior warning.

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

**CAS 2025/A/11252****Klubi Futbollit Llapi 1932 v.  
Valmir Berisha & FIFA**Reference number: [CAS 2025/A/11252](#)

Award date: 10 December 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Klubi Futbollit Llapi 1932</b>	 Kosovo	<b>Player</b> <b>Valmir Berisha</b>	  Sweden      Kosovo
<b>LEGAL TEAM</b> Lorin Burba   Attorney-at-law in Paris, France		<b>LEGAL TEAM</b> Yury Zaytsev   Attorney-at-law in Tashkent, Uzbekistan Sergey Lysenko   Attorney-at-law in Tashkent, Uzbekistan Vladislav Chepelyov   Attorney-at-law in Tashkent, Uzbekistan Ekaterina Dyakova   Attorney-at-law in Tashkent, Uzbekistan	
<b>SOLE ARBITRATOR</b>		<b>RESPONDENT</b>	
Marco Balmelli   Attorney-at-law in Basel, Switzerland		 <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>Cristina Pérez González</b>   Senior legal counsel	

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

damages; NDRC; termination

**RELEVANT RULES & REGULATIONS**CAS Code; art. R57(l)  
FIFA RSTP; arts. 14, 14bis, 17, 22  
SCO; arts. 75, 102(l), 104(l)**LANGUAGE**

English

**KEYWORDS**breach of contract; compensation; just cause;  
mitigation; recognition**CASE LAW CITED**

- » **Contractual performance, due date:** ATF 129 III 534; STF 4C\_241/2004.
- » **De novo review, procedural flaws:** CAS 2019/A/6409.
- » **NDRC, recognition:** CAS 2015/A/4333.
- » **Remuneration, signing fee:** CAS 2010/A/2049; CAS 2016/A/4704.
- » **Termination, just cause:** ATF 108 II 444; ATF 130 II 2013; ATF 127 III 153.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber

**Main issue n.1****Does the FIFA DRC have jurisdiction to hear the dispute?**

Yes, the FIFA DRC has jurisdiction to hear the dispute as it is of international dimension and the Kosovar NDRC is non-compliant.

**Main issue n.2****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.

**CAS 2025/A/11252****Klubi Futbollit Llapi 1932 v.  
Valmir Berisha & FIFA****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **10 September 2024:** player filed claim
- / **30 January 2025:** decision rendered
- / **21 February 2025:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **11 March 2025:** club filed statement of appeal
- / **3 April 2025:** club filed appeal brief
- / **19 May 2025:** sole arbitrator appointed
- / **28 May 2025:** FIFA filed answer
- / **29 May 2025:** player filed answer
- / **13 June 2025:** sole arbitrator decided to hold hearing
- / **July 2025:** CAS Court Office forwarded order of procedure to the parties
- / **8 July 2025:** sole arbitrator held online hearing
- / **10 December 2025:** sole arbitrator issued award

## Background

The player and the club signed an employment agreement on 26 May 2024, valid until 30 June 2025. The club offered a termination agreement to the player on 5 July 2025. The player rejected the club's offer.

The player sent a default notice to the club on 10 July 2024, reiterating his position on 16 and 22 July 2024. The player sent a termination notice to the club on 26 July 2024. The player and the club exchanged further correspondence from 29 July 2024 to 31 July 2024. The player signed an employment agreement with another Kosovar club on 13 August 2024, valid until 30 June 2027.

The player filed a claim before the FIFA DRC against the club for breach of contract on 10 September 2024, requesting outstanding remuneration and compensation. The FIFA DRC rendered its decision on 30 January 2025, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 21 February 2025.

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

## » CAS 2025/A/11252 Klubi Futbollit Llapi 1932 v. Valmir Berisha & FIFA

### 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 2,000 towards the legal fees and other expenses.

#### Main issue n.1

The sole arbitrator reasons that the FIFA DRC has jurisdiction over all employment-related matters between a player and a club if the matter at hand is of international dimension. In addition, an NDRC might derogate the FIFA DRC jurisdiction if it is officially recognized by FIFA while meeting minimum requirements.

The sole arbitrator notes that: (i) the player holds dual nationality; (ii) the player's employment contract does not explicitly mention the player's nationality but refers to his Kosovar ID card. (iii) the player has represented the Sweden MA in his youth national teams and the Summer Olympic Games; (iv) the club never registered the player with the Kosovar MA; and (v) all the player's subsequent registration were referring to him as Swedish. As such, the player is to be considered Swedish for his sporting nationality and the dispute between the player and the club is of international dimension.

In addition, the sole arbitrator notes that the employment contract mentions that the parties can resolve disputes about the implementation of the employment contract by mutual understanding or by appealing to the judicial bodies of the Kosovar MA. However, the club did not discharge its burden of proving that the Kosovar NDRC meets the minimum requirements to derogate the FIFA DRC jurisdiction.

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

#### Main issue n.2

The sole arbitrator reasons that an employment contract that 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 sole arbitrator reasons that relevance is attached to the nature of the breach. As such, the breach must affect an essential condition that formed the basis of the conclusion of the contract. That is the case of a club unlawfully failing to pay a player the equivalent of 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.

Moreover, the sole arbitrator 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.

**>> CAS 2025/A/11252 Klubi Futbollit Llapi 1932 v. Valmir Berisha & FIFA**

The sole arbitrator notes that the player terminated his employment contract with the club based on an unpaid signing fee that amounts to at least two monthly salaries. The player sent a default notice to the club and gave a 15-day deadline for the club to comply with its financial obligations. As such, the player had just cause to terminate his employment contract and is entitled to mitigated compensation.

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

# CAS 2025/A/11214

## Al Zamalek Club v. Ibrahima Ndiaye

Reference number: [CAS 2025/A/11214](#)

Award date: 19 December 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Al Zamalek Club</b>	 Egypt	<b>Player</b> <b>Ibrahima Ndiaye</b>	 Senegal
<b>LEGAL TEAM</b> Nasr Eldim Azzam   Attorney-at-law in Gyzeh, Egypt		<b>LEGAL TEAM</b> Ali Abbes   Attorney-at-law in Monastir, Tunisia Mohamed Rokbani   Attorney-at-law in Monastir, Tunisia	
<b>SOLE ARBITRATOR</b>		Didier Poulmaire   Attorney-at-law in Paris, France	

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

damages; termination

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; arts. 5(1), 14, 14bis, 17

**LANGUAGE**

English

**KEYWORDS**

breach of contract; compensation; just cause; mitigation; outstanding remuneration; unilateral termination

**CASE LAW CITED**

- » **Compensation, calculation:** CAS 2015/A/4055.
- » **Employment contract, subsequent contracts:** CAS 2017/A/5230; CAS 2021/A/7626 & 7627.
- » **Freedom of contract, potestative clause:** CAS 2006/A/1180; CAS 2015/A/4042; CAS 2016/A/4852; CAS 2022/A/9279.
- » **Termination, lack of objection:** CAS 2016/A/4875; CAS 2021/A/8156.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber

**Main issue n.1****Which employment contract is enforceable?**

The second employment contract agreed by the parties is enforceable.

**Main issue n.2****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.3****Is the player entitled to compensation?**

Yes, the player is entitled to mitigated compensation.

**CAS 2025/A/11214**Al Zamalek Club v.  
Ibrahima Ndiaye**Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **11 August 2024:** player filed claim
- / **21 November 2024:** decision rendered
- / **5 February 2025:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **25 February 2025:** club filed statement of appeal
- / **8 April 2025:** club filed appeal brief
- / **1 June 2025:** player filed answer
- / **12 June 2025:** sole arbitrator appointed
- / **10 July 2025:** sole arbitrator decided not to hold hearing
- / **25 July 2025:** CAS Court Office forwarded order of procedure to the parties
- / **19 December 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 27 August 2022 for the 2022-2023 and the 2023-2024 seasons, with an extension option for the 2024-2025 season. The parties signed a second employment agreement on 1 September 2022 and the club registered only this contract with the Egyptian MA. The second employment agreement provided for a three-season term and included a potestative clause that allowed the club to terminate it after the 2023-2024 season with prior notice by 1 April 2024.

The club failed to comply with its financial obligations from July 2023 to June 2024. The club notified the player that it would not enforce the 2024-2025 season term on both 25 and 30 March 2024. The player sent a default notice on 24 June 2024 and gave the club a 15-day deadline to comply with its financial obligations. The player terminated his employment contract for just cause on 25 July 2024.

The player filed a claim before the FIFA DRC against the club for breach of contract on 11 August 2024, requesting outstanding salaries and compensation. The player signed an employment agreement with a Saudi club on 1 September 2024. The FIFA DRC rendered its decision on 21 November 2024, partially accepting the player's claims. The FIFA DRC notified its decision's grounds on 5 February 2025.

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/11214 Al Zamalek Club v. Ibrahima Ndiaye

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by club is dismissed; (b) the FIFA DRC decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) the club shall pay the player a contribution in the amount of CHF 4,500 towards the legal fees and other expenses.

#### Main issue n.1

The sole arbitrator reasons that the FIFA RSTP art. 5(l) states that a player must be registered with an association to play for a club either as a professional or as an amateur. Moreover, a contract that contains all the following essential elements of an employment contract is a new contract if subsequent to an employment agreement: (i) names of the parties; (ii) purpose; (iii) respective obligations; (iv) parties' signatures.

The sole arbitrator notes that the parties have signed both employment contracts 5 days apart. As such, the most recent contract is the one governing the parties' relationship.

The sole arbitrator decides that the second employment contract agreed by the parties is enforceable.

#### Main issue n.2

The sole arbitrator reasons that a unilateral termination clause that only gives the right to a club to terminate an employment contract is invalid as it creates an imbalance between the employer and the employee. As such, a potestative clause is not considered by a CAS panel when deciding whether a party had just cause to terminate a contract.

In addition, the sole arbitrator reasons that a party's silence or failure to object to a dubiously received letter cannot reasonably be understood as acceptance of a unilateral variation of the employment contract. As such, not objecting is not the same as agreeing.

Moreover, the sole arbitrator reasons that a contract may be terminated by either party without consequences of any kind where there is just cause. Particularly, a player has just cause to terminate his employment contract if a club unlawfully fails to pay a player at least two monthly salaries on their due dates provided the player puts the debtor in default and grants it a 15-day deadline.

The sole arbitrator notes that the player's employment contract provides for a potestative clause, which is invalid. In addition, the silence of the player regarding the club's notice of termination of his employment contract cannot be considered sufficient to demonstrate his consent to the early termination.

Moreover, the sole arbitrator notes that the club owed the player more than two months' worth of salaries. The player sent a default notice to the club and granted it a 15-day deadline to comply with its financial obligations. The club did not pay the player's overdue salaries.

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

## » CAS 2025/A/11214 Al Zamalek Club v. Ibrahima Ndiaye

### Main issue n.3

The sole arbitrator reasons that a claimant is entitled to compensation for all consequential loss incurred due to the other party's fault by the wrongful premature termination of an employment relationship if there is proper connection. Such claim is based on the claimant's legitimate interest in having the contract fulfilled.

As such, the sole arbitrator reasons that the breaching party must put the innocent party in the position that such party would have been in had the employment contract continued in effect. The damage is calculated according to the difference method. I.e., the difference between the actual situation that occurred because of the termination and the hypothetical situation without the damaging event of wrongful termination.

Moreover, the sole arbitrator reasons that the damages consist of the loss of remuneration plus all other contractual entitlements such as special bonuses and any remuneration in kind. A CAS panel calculates damages for loss of earnings according to the gross-wage method. I.e., loss is calculated based on the injured party's loss of gross earnings. Any advantages obtained by the injured party on account of the damaging event must be considered by way of corresponding reduction or mitigation of the damages.

In addition, the sole arbitrator reasons that the value of a new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract terminated early if the player signed a new contract by the time of the decision. I.e., mitigated compensation

Furthermore, the sole arbitrator reasons that a player is entitled to an amount corresponding to three monthly salaries if a player terminates an employment contract early due to overdue payables. I.e., additional compensation. Such additional compensation may be increased up to a maximum of six monthly salaries in case of egregious circumstances. However, the overall compensation cannot exceed the residual value of the prematurely terminated contract.

The sole arbitrator notes that the player is entitled to compensation based on his: (i) salaries; (ii) housing allowances; and (iii) car allowances. Furthermore, the player is entitled to additional compensation as: (i) he terminated his employment contract due to overdue payables; and (ii) there are no egregious circumstances. In addition, the compensation that the player is entitled must be mitigated as the player signed a new employment contract with a Saudi club.

The sole arbitrator decides that the player is entitled to mitigated compensation.

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Court of Arbitration for Sport

**FIFA Football Tribunal**

# Players' Status Chamber

FIFA



# TAS 2025/A/11236


## Club Cerro Porteño c. Club Bolívar

Reference number: [TAS 2025/A/11236](#)

Award date: 25 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club Cerro Porteño</b>	 Paraguay	 <b>Club Bolívar</b>	 Bolivia
<b>LEGAL TEAM</b> <b>Juan José Bestard Cáceres</b>   Attorney-at-law in Asunción, Paraguay <b>Sergio Antonio Sánchez Fernández</b>   Attorney-at-law in Asunción, Paraguay		<b>LEGAL TEAM</b> <b>Marcos Motta</b>   Attorney-at-law in Rio de Janeiro, Brazil <b>Victor Eleuterio</b>   Attorney-at-law in Rio de Janeiro, Brazil <b>Ariadna Mendoza</b>   Attorney-at-law in Rio de Janeiro, Brazil	
<b>SOLE ARBITRATOR</b>		<b>Martín Eduardo Amorelli</b>   Attorney-at-law in Montevideo, Uruguay	

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

transfer

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R57

**LANGUAGE**

Spanish

**KEYWORDS**breach of contract; *force majeure***CASE LAW CITED**

- » **Contractual performance, *force majeure***: CAS 2014/A/3533; TAS 2018/A/5779; CAS 2018/A/5802; CAS 2021/A/8277.
- » ***Force majeure, conditions***: SFT 2C\_579/2011; CAS 2013/A/3417; CAS 2018/A/5607; CAS 2018/A/5608.

**ORIGIN**

FIFA Football Tribunal Players' Status Chamber

**Main issue**

Did Cerro Porteño establish a *force majeure* event that prevents it to comply with its financial obligations towards Bolívar?

No, Cerro Porteño did not establish a *force majeure* event that prevents it from complying with its financial obligations towards Bolívar.

**TAS 2025/A/11236**Club Cerro Porteño c.  
Club Bolívar**Before the FIFA Football Tribunal  
Players' Status Chamber**

- / **21 November 2024:** Bolívar filed claim
- / **28 January 2025:** decision rendered
- / **14 February 2025:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **7 March 2025:** Cerro Porteño filed statement of appeal
- / **1 April 2025:** Cerro Porteño filed appeal brief
- / **28 May 2025:** sole arbitrator appointed
- / **4 June 2025:** Bolívar filed answer
- / **20 June 2025:** sole arbitrator decided not to hold hearing
- / **6 August 2025:** CAS Court Office forwarded order of procedure to the parties
- / **25 September 2025:** sole arbitrator issued award

## Background

The parties signed a transfer agreement on 8 July 2024. The transfer agreement provided for a fixed transfer fee paid in instalments and included contractual penalties if Cerro Porteño failed to comply with its financial obligations towards Bolívar.

Cerro Porteño failed to comply with its financial obligations towards Bolívar. Bolívar sent a default notice to Cerro Porteño on 6 September 2024, reiterating its position on 9 September 2024. Cerro Porteño partially complied with its financial obligations on 16 September 2024. Bolívar reiterated its position on 2, 16 and 18 October 2024.

Bolívar filed a claim before the FIFA PSC against Cerro Porteño for breach of contract on 21 November 2024, requesting overdue payables and contractual penalties. The FIFA PSC rendered its decision on 28 January 2025, accepting Bolívar's claim. The FIFA PSC notified its decision's grounds on 14 February 2025.

Cerro Porteño filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. Bolívar filed its answer requesting that the sole arbitrator confirm the FIFA PSC decision.

## » TAS 2025/A/11236 Club Cerro Porteño c. Club Bolívar

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Cerro Porteño is dismissed; and (b) the FIFA PSC decision is confirmed.

#### Main issue

The sole arbitrator reasons that *force majeure* is an exception to the *pacta sunt servanda*. As such, it exempts a party from liability for non-performance of its contractual obligations if such party demonstrates that the non-performance was due to an event: (i) beyond the parties' control; (ii) unforeseeable; (iii) irresistible; and (iv) that made the performance impossible.

In addition, the sole arbitrator reasons that *force majeure* is not intended to justify negligence or lack of diligence by one of the parties. As such, it does not apply if a party fails to adopt reasonable or necessary precautions to prevent an event or to mitigate such event's effects. *Force majeure* must be interpreted restrictively.

Moreover, the sole arbitrator reasons that financial hardship does not constitute a valid reason to justify non-performance of a contractual debt. Complexities relating to debt collection or to financial contingencies are inherent to football activity and must not be treated as *force majeure* events.

The sole arbitrator notes that the failure of a third club to make payment does not constitute an unforeseeable, irresistible, or uncontrollable event that renders Cerro Porteño's performance of its financial obligations towards Bolívar impossible. Such an event constitutes an ordinary risk inherent to the business activity of Cerro Porteño.

The sole arbitrator decides that Cerro Porteño did not establish a *force majeure* event that prevents it from complying with its financial obligations towards Bolívar.

# CAS 2024/A/10824




## Philippine Football Federation v. El Barae Jrondi

Reference number: [CAS 2024/A/10824](#)

Award date: 26 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Member association</b> <b>Philippine Football Federation</b>	 Philippines	<b>Coach</b> <b>El Barae Jrondi</b>	 Morocco
<b>LEGAL TEAM</b> Parmars in London, United Kingdom <b>Dev Kumar Parmar</b>   Attorney-at-law in London, United Kingdom		<b>LEGAL TEAM</b> Kasalo & Raić Law Firm in Split, Croatia <b>Hrvoje Raić</b>   Attorney-at-law <b>Ivan Ostojic</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b> <b>Oliver Jaberg</b>   Attorney-at-law in Aarau, Switzerland			

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

damages; termination

### RELEVANT RULES & REGULATIONS

CAS Code; art. R56  
FIFA RSTP, annexe 2; arts. 1, 3, 4, 6  
SCO; art. 341

### LANGUAGE

English

### KEYWORDS

breach of contract; compensation;  
just cause; mitigation; outstanding  
remuneration

### CASE LAW CITED

- » **Compensation, positive interest:** CAS 2020/A/7175.
- » **Compensation, reciprocity requirement:** CAS 2016/A/4852.
- » **Evidence, duty to cooperate:** CAS 2013/A/3091; CAS 2014/A/3707.
- » **Evidence, exceptional circumstances:** CAS 2008/A/1519-1520; CAS 2016/A/4592.



### ORIGIN

FIFA Football Tribunal Players' Status Chamber

#### Preliminary issue

**Is the additional evidence regarding the coach's employment contract with the Saudi club admissible?**

Yes, the additional evidence regarding the coach's employment contract is admissible.

#### 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 coach entitled to compensation?**

Yes, the coach is entitled to reduced compensation by income earned from the Moroccan and Saudi clubs.

**CAS 2024/A/10824****Philippine Football Federation v.  
El Barae Jroni****Before the FIFA Football Tribunal  
Players' Status Chamber**

- / **26 October 2023:** coach filed claim
- / **14 May 2024:** decision rendered
- / **1 July 2024:** grounds notified
- / **3 September 2024:** rectified grounds notified

**Before the Court of Arbitration for  
Sport**

- / **24 September 2024:** member association filed statement of appeal
- / **8 October 2024:** FIFA renounced intervention
- / **4 November 2024:** member association filed appeal brief
- / **4 November 2024:** member association requested evidence production
- / **16 December 2024:** sole arbitrator appointed
- / **23 January 2025:** coach filed answer
- / **19 February 2025:** sole arbitrator decided to hold hearing
- / **26 February 2025:** coach filed evidence
- / **27 February 2025:** coach filed revised evidence
- / **3 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **2 April 2025:** sole arbitrator held online hearing
- / **8 May 2025:** member association requested evidence production
- / **22 May 2025:** coach filed comments
- / **22 May 2025:** coach filed evidence
- / **26 September 2025:** sole arbitrator issued award

**Background**

The parties signed an employment agreement on 12 March 2023, valid until 11 March 2025. The parties disagree on the date that the member association terminated the coach's employment contract. Following his employment contract termination, the coach sent a default notice to the member association on 17 May 2023 and stated that the member association had terminated his employment contract on 30 April 2023. The member association replied on the same date, offering a settlement amount and enclosing a termination notice dated 28 March 2023. The coach sent a second default notice to the member association on 19 September 2023.

The coach filed a claim before the FIFA PSC against the member association for breach of contract on 26 October 2023, requesting outstanding remuneration and compensation. The FIFA PSC rendered its decision on 14 May 2024, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 1 July 2024 with rectified grounds notified on 3 September 2024.

The coach subsequently signed employment agreements with a Moroccan club from 15 July to 15 October 2024 and a Saudi club from 19 October 2024 to 2 March 2025.

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

## » CAS 2024/A/10824 Philippine Football Federation v. El Barae Jrondi

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the federation is partially upheld; and (b) the FIFA PSC decision is amended.

#### Preliminary issue

The sole arbitrator reasons that the parties to CAS proceedings may produce or request to produce new evidence after the submission of the appeal brief and of the answer if the parties agree to or the president of the panel/sole arbitrator orders based on exceptional circumstances.

Moreover, the sole arbitrator reasons that parties are expected to disclose material facts relevant to the dispute in good faith. Evidence concerning new employment, even if obtained late, may be admitted if it is essential for the fair adjudication of claims for compensation.

The sole arbitrator notes that the additional evidence requested by the member association concerns the coach's employment contract with the Saudi club during the relevant period of the original employment agreement with the member association. As such, it is directly material to the issue of mitigation of damages.

Moreover, the sole arbitrator notes that the coach did not proactively disclose his new employment contract during CAS proceedings. Given that the information and documentation relating to the coach's new employment contract was obtained after the hearing, exceptional circumstances exist.

The sole arbitrator decides that the additional evidence regarding the coach's employment contract is admissible.

#### Main issue n.1

The sole arbitrator reasons that a contract may be terminated upon its expiry term or by mutual agreement. A party to a contract may terminate it without compensation payment by having just cause. Otherwise, the terminating party must compensate the other parties to the contract.

The sole arbitrator notes that the member association terminated the coach's employment contract unilaterally. Moreover, the member association failed to discharge its burden of proving that it had any legitimate reasons.

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

**» CAS 2024/A/10824 Philippine Football Federation v. El Barae Jrondi****Main issue n.2**

The sole arbitrator reasons that the value of a new employment contract for the period corresponding to the time remaining on the prematurely terminated employment contract must be deducted from the residual value of the employment contract that was terminated early. Thus, the wording mitigated compensation.

The sole arbitrator notes that the coach signed with a Moroccan club and a Saudi club after the member association terminated his employment contract early and unilaterally. As such, the compensation that the member association owes the coach is equal to the residual value of his original employment contract minus the amounts relating to both employment contracts.

The sole arbitrator decides that the coach is entitled to reduced compensation by income earned from the Moroccan and Saudi clubs.

# CAS 2024/A/11053






## Tanzanian Football Federation v. Adel Amrouche & FIFA

Reference number: [CAS 2024/A/11053](#)

Award date: 7 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Member association</b> <b>Tanzanian Football Federation</b>	 Tanzania	<b>Coach</b> <b>Adel Amrouche</b>	 Belgium
<b>LEGAL TEAM</b> Tanzania Football Federation in Dar es Salaam, Tanzania <b>Ndurumah Keya Majembe Avenida</b>   Attorney-at-law <b>Makubi Kunju Makubi</b>   Attorney-at-law		<b>LEGAL TEAM</b> Global Consulting in Monastir, Tunisia <b>Ali Abbes</b>   Attorney-at-law <b>Mohamed Rokbani</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b>  <b>Kwadjo Adjepong</b>   Solicitor in London, United Kingdom		RESPONDENT	
		 <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>Cristina Pérez González</b>   Senior legal counsel	

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

admissibility

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R49

FIFA Procedural Rules Governing the Football Tribunal (ed. May.2023); arts. 10, 11, 15

FIFA Statutes; art. 50

SCC; art. 8

**LANGUAGE**

English

**KEYWORDS**

final and binding decision; time limit

**CASE LAW CITED**

- » **Appeal, admissibility:** CAS 2021/A/8290.
- » **Burden of proof, allocation:** CAS 2009/A/1909.
- » **Grounds, notification:** CAS 2022/A/8598.

**ORIGIN**

FIFA Football Tribunal Players' Status Chamber

**Main issue****Is the member association's appeal admissible?**

No, the member association's appeal is inadmissible.

**CAS 2024/A/11053****Tanzanian Football Federation v.  
Adel Amrouche & FIFA****Before the FIFA Football Tribunal Players'  
Status Chamber**

- / **14 May 2024:** coach filed claim
- / **23 October 2024:** decision rendered

**Before the Court of Arbitration for Sport**

- / **3 December 2024:** member association filed statement of appeal
- / **3 December 2024:** member association requested stay
- / **6 December 2024:** FIFA objected
- / **6 December 2024:** FIFA requested SoA inadmissible
- / **9 December 2024:** coach objected
- / **9 December 2024:** coach requested SoA inadmissible
- / **9 December 2024:** member association withdrew request
- / **10 December 2024:** FIFA filed comments
- / **2 January 2025:** member association filed appeal brief
- / **19 March 2025:** coach filed answer\*
- / **20 March 2025:** FIFA filed answer
- / **4 April 2025:** sole arbitrator appointed
- / **12 April 2025:** member association filed comments
- / **15 April 2025:** sole arbitrator issued procedural order
- / **15 April 2025:** coach filed comments
- / **15 April 2025:** FIFA filed comments
- / **21 April 2025:** FIFA submitted case file
- / **2 May 2025:** member association filed submission
- / **5 May 2025:** coach filed reply
- / **12 May 2025:** FIFA filed reply
- / **13 May 2025:** sole arbitrator decided to hold CMC
- / **30 May 2025:** sole arbitrator held CMC
- / **16 June 2025:** coach filed evidence upon request
- / **29 July 2025:** CAS Court Office forwarded order of procedure to the parties
- / **11 August 2025:** FIFA filed evidence upon request
- / **11 August 2025:** coach filed evidence upon request
- / **12 August 2025:** member association filed evidence upon request
- / **7 October 2025:** sole arbitrator issued award

\***editor's note:** the sole arbitrator included two dates for the coach's filing of his answer, on 19 March 2025 and 10 April 2025

**Background**

The member association and the coach signed an employment agreement on 1 March 2023. The CAF Disciplinary Committee imposed on the coach an eight-match suspension on 19 January 2024 for offensive remarks during an interview on 15 January 2024. Following the CAF Disciplinary Committee's sanction, the coach left the national team camp. The member association deemed the coach's employment contract terminated from 19 January 2024.

The CAF Appeal Committee amended the CAF Disciplinary Committee decision on 6 March 2024 but maintained the coach's suspension. The CAF Appeal Committee informed the coach of his right to appeal before CAS. The coach appealed the CAF Appeal Committee decision on 9 April 2024. The CAS issued an award on 14 February 2025 in CAS 2024/A/10494, partially upholding the coach's appeal and diminishing his suspension for four matches.

The coach filed a claim before the FIFA PSC against the member association for breach of contract on 14 May 2024, requesting outstanding remuneration and compensation. The member association filed an incomplete counterclaim on 11 June 2024, which it subsequently failed to complete. The FIFA PSC deemed the member association's counterclaim withdrawn on 24 June 2024.

The coach entered into a freelance mandate agreement with FIFA as technical expert on 12 August 2024 for 30 days. The FIFA PSC rendered its decision on 23 October 2024, partially accepting the coach's claim. The FIFA PSC notified its decision without grounds on 25 October 2024. Nor did the member association or the coach request the decision's grounds within the 10-day deadline. The FIFA PSC became final and binding on 4 November 2024.

The member association requested the FIFA PSC decision's grounds on 5 November 2024. FIFA sent a letter to the member association referring to the FIFA PSC decision on 13 November 2024, citing the 10-day deadline.

The member association filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA decision. The coach and FIFA filed their respective answers requesting that the sole arbitrator confirm the FIFA decision.

## » CAS 2024/A/11053 Tanzanian Football Federation v. Adel Amrouche & FIFA

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the member association is inadmissible; (b) the costs of the arbitration are borne by the member association; and (c) each party shall bear its own legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that the FIFA Procedural Rules Governing the Football Tribunal set a 10-day deadline to request a decision's grounds.

The sole arbitrator notes that the member association missed the deadline to request the FIFA PSC decision's grounds. As such, the member association waived its right to appeal and that the FIFA PSC decision became final and binding.

The sole arbitrator decides that the member association's appeal is inadmissible.

# CAS 2024/A/10880

## Ngezi Platinum Stars Football Club v. Bongani Mafu, and Fédération Internationale De Football Association

Reference number: [CAS 2024/A/10880](#)

Award date: 13 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Ngezi Platinum Stars Football Club</b>	 Zimbabwe	<b>Coach</b> <b>Bongani Mafu</b>	 United Kingdom
<b>LEGAL TEAM</b> BDP Attorneys in Cape Town, South Africa <b>Lyrique Du Plessis</b>   Attorney-at-law		<b>LEGAL TEAM</b> Luciani Avocats SA in Lausanne, Switzerland <b>Pierre-Xavier Luciani</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b>  <b>Kwadjo Adjepong</b>   Solicitor in London, United Kingdom		RESPONDENT	
		 <b>IF</b> <b>Fédération Internationale de Football Association (FIFA)</b>	 Switzerland
		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA <b>Rodrigo Morais</b>   Senior Legal Counsel in Coral Gables, United States of America	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

admissibility

### RELEVANT RULES & REGULATIONS

CAS Code; arts. R47, R49  
FIFA Procedural Rules Governing the  
Football Tribunal; arts. 10, 11, 15  
FIFA Statutes; arts. 50, 57  
SCC; art. 8

### LANGUAGE

English

### KEYWORDS

final and binding decision; time limit

### CASE LAW CITED

» **Burden of proof, allocation:** CAS  
2009/A/1909.

### ORIGIN

FIFA Football Tribunal Players' Status Chamber

### Main issue

**Is the club's appeal admissible?**

No, the club's appeal is inadmissible.

**CAS 2024/A/10880****Ngezi Platinum Stars Football Club  
v. Bongani Mafu, and Fédération  
Internationale De Football  
Association****Before the FIFA Football Tribunal  
Players' Status Chamber**

- / **26 March 2024:** coach filed claim
- / **27 August 2024:** decision rendered
- / **30 August 2024:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **20 September 2024:** club filed statement of appeal
- / **20 October 2024:** club filed appeal brief
- / **11 April 2025:** coach filed answer
- / **10 May 2025:** FIFA filed answer
- / **12 May 2025:** sole arbitrator appointed
- / **20 May 2025:** sole arbitrator decided not to hold hearing
- / **23 May 2025:** FIFA submitted case file upon request
- / **19 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **13 October 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 20 March 2022. The club terminated the coach's contract on 25 July 2022. The coach replied on 25 August 2022, stating that the club had terminated his employment contract unlawfully. The club reiterated its position to the coach on 20 October 2022.

The coach filed a claim before the FIFA PSC against the club for breach of contract on 26 March 2024, requesting compensation. The FIFA PSC rendered its decision on 27 August 2024, partially accepting the coach's claim. The FIFA PSC notified its decision's grounds on 30 August 2024.

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/10880 Ngezi Platinum Stars Football Club v. Bongani Mafu, and Fédération 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) each party shall bear its own legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that the FIFA Procedural Rules Governing the Football Tribunal set a 10-day deadline to request a decision's grounds.

The sole arbitrator notes that the club missed the deadline to request the FIFA PSC decision's grounds. As such, the club waived its right to appeal and that the FIFA PSC decision became final and binding.

The sole arbitrator decides that the club's appeal is inadmissible.

**CAS 2024/A/11078**

Alvaro Adriano Teixeira Pacheco v.  
Vasco da Gama Sociedade Anonima do Futebol

**CAS 2024/A/11079**

Jose Miguel Carvalho Teixeira v.  
Vasco da Gama Sociedade Anonima do Futebol

**CAS 2024/A/11081**

Pedro Valdemar Vasconcelos Pinto da Cunha Teixeira v.  
Vasco da Gama Sociedade Anonima do Futebol

Reference number: [CAS 2024/A/11078](#), [CAS 2024/A/11079](#), [CAS 2024/A/11081](#)

Award date: 4 November 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANTS		RESPONDENT	
<p><b>Coach</b></p> <p>Alvaro Adriano Teixeira Pacheco Jose Miguel Carvalho Teixeira Pedro Valdemar Vasconcelos Pinto da Cunha Teixeira</p>	 <p>Portugal</p>	<p><b>Club</b></p> <p>Vasco da Gama Sociedade Anonima do Futebol</p>	 <p>Brazil</p>
<p><b>LEGAL TEAM</b></p> <p>Pedro Macieirinha   Attorney-at-law in Vila Real, Portugal</p>		<p><b>LEGAL TEAM</b></p> <p>Bianca Moraes Reis   Attorney-at-law in São Paulo, Brazil Nicolas Yan Fraga   Attorney-at-law in São Paulo, Brazil Rhyan Matheus Santos Ribeiro   Attorney-at-law in São Paulo, Brazil Jean Eduardo Batista Nicolau   Attorney-at-law in São Paulo, Brazil</p>	
<p><b>SOLE ARBITRATOR</b> Giulio Palermo   Attorney-at-law in Geneva, Switzerland</p>			

**CATEGORY**

Employment, Status & Transfer

**ISSUES**

consolidation; damages

**RELEVANT RULES & REGULATIONS**

CAS Code; arts. R50(2), R51, R56(1), R57  
IBA Rules on the Taking of Evidence; art. 4(2)

FIFA DC; arts. 5(a), 21(5)(a), 59

FIFA RSTP; art. 17

FIFA RSTP, annexe 2; arts. 2, 6

SCO; arts. 18, 20, 104(1), 160, 163, 337c

**LANGUAGE**

English

**KEYWORDS**

compensation; consolidation requirements;  
liquidated damages; group contract;  
mitigation

**ORIGIN**

FIFA Football Tribunal Players' Status Chamber

**Main issue n.1**

**Do the coaches' employment contracts constitute group contracts?**

No, the coaches' employment contracts were executed on an individual basis.

**Main issue n.2**

**Is the compensation to which the head coach is entitled subject to reduction?**

Yes, the compensation to which the head coach is entitled is subject to reduction.

**Main issue n.3**

**Is the compensation to which the assistant coaches are entitled subject to mitigation?**

Yes, the compensation to which the assistant coaches are entitled is subject to mitigation.

**CASE LAW CITED**

- » **Applicable law, Haas doctrine:** CAS 2014/A/3547; CAS 2014/A/3577; CAS 2014/A/3582.
- » **Compensation, mitigation:** CAS 2022/A/8963.
- » **De novo review, limitation:** ATF 124 II 132.
- » **De novo review, procedural flaws:** CAS 2016/A/4648.
- » **De novo review, scope:** CAS 2012/A/2875; CAS 2020/A/6988.
- » **Employment contract, group contract:** CAS 2016/A/4387.
- » **Evidence, witness testimony:** CAS 2017/A/4947.
- » **Liquidated damages, parties' autonomy:** SFT 4A\_608/2010.
- » **Liquidated damages, penalty:** ATF 91 II 372; SFT 4C\_5/2003; SFT 4A\_601/2015; CAS 2010/A/2317; CAS 2013/A/3411; CAS 2017/A/5233; CAS 2017/A/5493; CAS 2022/A/8754.
- » **Mitigation, derogation:** CAS 2019/A/6533.
- » **Regulatory interpretation, association:** CAS 2010/A/2071.
- » **Request for relief, new claim:** CAS 2021/A/8453.
- » **Sanction, locus standi:** CAS 2019/A/6533.

**CAS 2024/A/11078**

Alvaro Adriano Teixeira Pacheco v. Vasco da Gama Sociedade Anonima do Futebol

**CAS 2024/A/11079**

Jose Miguel Carvalho Teixeira v. Vasco da Gama Sociedade Anonima do Futebol

**CAS 2024/A/11081**

Pedro Valdemar Vasconcelos Pinto da Cunha Teixeira v. Vasco da Gama Sociedade Anonima do Futebol

**Before the Court of Arbitration for Sport**

- / **17 December 2024:** coaches filed statements of appeal
- / **6 January 2025:** FIFA renounced intervention
- / **6 January 2025:** FIFA submitted case file
- / **9 January 2025:** coaches filed appeal briefs
- / **16 April 2025:** club filed answers
- / **16 April 2025:** club objected to evidence production during hearing
- / **17 April 2025:** sole arbitrator appointed
- / **25 April 2025:** evidence production request granted
- / **25 April 2025:** sole arbitrator decided to hold online hearing
- / **15 May 2025:** CAS Court Office forwarded order of procedure to the parties
- / **17 June 2025:** club filed submission
- / **17 June 2025:** club filed new evidence
- / **19 June 2025:** coaches filed comments
- / **20 June 2025:** coaches nominated interpreter for hearing
- / **23 June 2025:** club objected
- / **24 June 2025:** coaches filed comments
- / **24 June 2025:** coaches nominated new interpreter
- / **24 June 2025:** sole arbitrator held online hearing
- / **25 June 2025:** sole arbitrator decided all procedures in single award
- / **26 June 2025:** club filed new evidence upon request
- / **30 June 2025:** coaches filed comments
- / **4 November 2025:** sole arbitrator issued award

## Background

The club and Pacheco signed a pre-contract on 16 May 2024, stipulating his remuneration and that of his staff. Then, the parties signed employment contracts on 20 May 2024. The club terminated the coaches' employment contracts on 21 June 2024 without just cause. The club sent a compensation offer to the coaches on 24 June 2024. The coaches sent a counteroffer on 25 June 2024, which the club replied on the same day with suggestions.

The coaches sent a notice to the club requesting compensation payment on 12 July 2024. The coaches signed new employment agreements with a Saudi club on 15 July 2024. The club disputed the compensation calculation on 16 July 2024 and sent a counteroffer. The coaches and the club exchanged further rounds of offers until July 2024. The coaches sent default letters to the club on 29 July 2024.

Pacheco filed a claim before the FIFA PSC against the club for unilateral termination without just cause on 12 August 2024, requesting compensation. Carvalho Teixeira and Cunha Teixeira filed their respective claims before the FIFA PSC against the club on 19 August 2024. The FIFA PSC rendered its decisions on 29 October 2024, partially accepting the coaches' claims.

The coaches filed their respective appeals with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. The club filed its answer requesting that the sole arbitrator confirm the FIFA PSC decision.

## » CAS 2024/A/11078 Alvaro Adriano Teixeira Pacheco v. Vasco da Gama Sociedade Anonima do Futebol

### CAS 2024/A/11079 Jose Miguel Carvalho Teixeira v. Vasco da Gama Sociedade Anonima do Futebol

### CAS 2024/A/11081 Pedro Valdemar Vasconcelos Pinto da Cunha Teixeira v. Vasco da Gama Sociedade Anonima do Futebol

#### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeals filed by the coaches are partially upheld; (b) the FIFA PSC decisions are amended; (c) the costs of CAS 2024/A/11078 are borne 75% by the club and 25% by Pacheco; (d) the costs of CAS 2024/A/11079 and CAS 2024/A/11081 are borne 20% by the club and 80% by Carvalho Teixeira and Cunha Teixeira; (e) the club shall pay Pacheco a contribution in the amount of CHF 4,000 towards the legal fees and other expenses; and (f) each party shall bear its own legal fees and other expenses in CAS 2024/A/11079 and CAS 2024/A/11081.

#### Main issue n.1

The sole arbitrator reasons that a “group” or “collective” contract is a single contract signed between a club or association and a head coach that covers the payment for the whole coaching staff. FIFA regulates such contracts in its RSTP annexe 2.

Moreover, the sole arbitrator reasons that the FIFA RSTP annexe 2 art. 2(1) determines that “group” or “collective” contracts are prohibited as a coach’s employment contract must be executed on an individual basis. As such “group” or “collective” contracts are replaced with the RSTP’s default regime and not invalidated.

In addition, the sole arbitrator reasons that an employment contract concluded on an individual basis that establishes that it will be automatically terminated if another employment relationship is terminated for whatever reasons does not constitute a “group” or “collective” contract.

The sole arbitrator notes that the coaches’ employment contracts are not a “group” employment contract. The coaches’ employment contracts merely refer to the automatic termination of the assistant coaches’ employment contracts if the head coach employment contract is terminated for any reason.

The sole arbitrator decides that the coaches’ employment contracts were executed on an individual basis.

#### Main issue n.2

The sole arbitrator reasons that several interpretative possibilities exist under Swiss employment law for a clause governing the requirements and consequences of unilateral termination of an employment contract by the employer. Particularly, (a) damages; (b) additional compensation; (c) liquidated damages; (d) mutual withdrawal; and (e) buy-out.

Regarding damages, the sole arbitrator reasons that a clause that determines damages for unilateral termination of an employment contract by the employer may simply reflect the general rule of the SCO art. 337c(1). As such, the employee is entitled to damages in the amount he would have earned had the employment relationship ended after the required notice period or on expiry of its agreed duration.

» **CAS 2024/A/11078 Alvaro Adriano Teixeira Pacheco v. Vasco da Gama Sociedade Anonima do Futebol**  
**CAS 2024/A/11079 Jose Miguel Carvalho Teixeira v. Vasco da Gama Sociedade Anonima do Futebol**  
**CAS 2024/A/11081 Pedro Valdemar Vasconcelos Pinto da Cunha Teixeira v. Vasco da Gama Sociedade Anonima do Futebol**

In addition, the sole arbitrator reasons that this provision establishes damages for immediate termination without just cause and has a purpose to place the employee in the same position as if the contract had remained in force until the next contractual term. As such, includes: (i) salaries; (ii) bonuses; (iii) severance pay; (iv) equal treatment in severance entitlements; (v) payment *in lieu* of unused vacation.

The sole arbitrator further reasons that such general damages are subject to a reduction, commonly referred as mitigation. I.e., the damages are reduced by any amount that the employee saved due to termination of the employment relationship or that the money earned by performing other work or would have earned had he not intentionally foregone such work.

Regarding additional compensation, the sole arbitrator reasons that that the SCO provides for an additional indemnity of up to six months' worth of salary. This provision has a punitive character and is akin to a "contractual penalty". This provision is "relatively mandatory" in the sense that more favorable terms for the employee may be agreed – but not for the employer.

However, the sole arbitrator reasons that CAS panels have routinely subjected such penalties to reduction under SCO art. 163(3). I.e., the arbitral tribunal may reduce penalties that it considers excessive at its discretion.

Regarding liquidated damages, the sole arbitrator reasons that Swiss law recognizes the notion of liquidated damages clauses. The purpose of a liquidated damages clause is to compensate one party for an anticipated damage, and the parties may: (i) fix the amount of damage in the contract as a lump sum; or (ii) opt for the it to be calculated in a relative way in which the parties may prove that the damage is higher or lower than the agreed compensation.

In short, the sole arbitrator reasons that a liquidated damages clause merely facilitates the calculation of the damage. The creditor must prove the existence of harm to possess an entitlement to liquidated damages.

In addition, the sole arbitrator reasons that it differs from a penalty clause as the latter goes beyond the liquidated damages clause to encourage performance of the contractual obligation. For instance, it allows for the award of a predetermined amount even in the absence of loss. A penalty clause is a means of exerting pressure on the debtor and primarily serves the creditor's interest in the performance of the main obligation.

Moreover, the sole arbitrator reasons that distinguishing between a liquidated damages and penalty clauses may be challenging under Swiss law and in employment contracts. However, the key consequence of this distinction is that penalties may be reduced under SCO art. 163(3) while liquidated damages is reducible only if the actual loss of the employee is significantly lower than the agreed amount.

Regarding mutual withdrawal, the sole arbitrator reasons that the parties to an employment contract have the freedom to agree that either may release itself from a contract by paying a pre-agreed monetary sum, without committing a contractual breach. Such clause only becomes effective once the sum is paid in full. The reduction of the pre-agreed amount is possible under the stricter requirements of the general principle of good faith.

Regarding buy-out, the sole arbitrator reasons that such clauses grant a right to the employee (player or coach) to terminate the contractual relationship prematurely in return for payment of a predetermined sum that is stipulated in the contract. The contractual parties are not setting an amount of compensation to be paid to compensate for a breach but rather are agreeing in advance upon the conditions of mutual termination. As such, consent is given in advance to terminate the contract in the future in return for a specified payment.

» **CAS 2024/A/11078 Alvaro Adriano Teixeira Pacheco v. Vasco da Gama Sociedade Anonima do Futebol**  
**CAS 2024/A/11079 Jose Miguel Carvalho Teixeira v. Vasco da Gama Sociedade Anonima do Futebol**  
**CAS 2024/A/11081 Pedro Valdemar Vasconcelos Pinto da Cunha Teixeira v. Vasco da Gama Sociedade Anonima do Futebol**

Moreover, the sole arbitrator reasons that the key practical difference between a liquidated damages clause and a buy-out clause is that there may still be a breach of contract in the case of the former. As such, a liquidated damages clause may trigger sporting sanction, while a buy-out does not.

In addition, the sole arbitrator reasons that Swiss law does not acknowledge buy-out clauses as a distinct legal category. As such, it is necessary to determine whether such a clause reflects a penalty, liquidated damages or a form of mutual withdrawal clause on a case-by-case basis pursuant to SCO art. 18.

The sole arbitrator notes that Pacheco's contract provides that termination forms part of the parties' freedom and does not constitute a breach of contract *per se*. Moreover, the drafting of the contractual clause that provides for termination has the typical characteristics of a buy-out clause as it expresses the right of premature unilateral termination without just cause.

In addition, the sole arbitrator notes that the buy-out clause is categorized as a liquidated damages clause according to Swiss law as it: (i) establishes a clear contractual right to termination; (ii) provides that a party may trigger its right to terminate the contract by a simple notification; (iii) fixes an amount that is due in the event of termination, though pro-rated – it is not a condition for the termination. As such, it is a highly permissive framework for immediate unilateral termination without just cause.

Furthermore, the sole arbitrator notes that Pacheco discharged his burden of proving actual harm to recover the amounts foreseen in the liquidated damages clause. However, the pre-fixed must be reduced as it is substantially higher than the salaries he would have earned had his employment contract met its original term.

The sole arbitrator decides that the compensation to which the head coach is entitled is subject to reduction.

### Main issue n.3

The sole arbitrator reasons that several interpretative possibilities exist under Swiss employment law for a clause governing the requirements and consequences of unilateral termination of an employment contract by the employer. Particularly, (a) damages; (b) additional compensation; (c) liquidated damages; (d) mutual withdrawal; and (e) buy-out.

Regarding damages, the sole arbitrator reasons that a clause that determines damages for unilateral termination of an employment contract by the employer may simply reflect the general rule of the SCO art. 337c(1). As such, the employee is entitled to damages in the amount he would have earned had the employment relationship ended after the required notice period or on expiry of its agreed duration.

In addition, the sole arbitrator reasons that this provision establishes damages for immediate termination without just cause and aims to place the employee in the same position as if the contract had remained in force until the next contractual term. As such, includes: (i) salaries; (ii) bonuses; (iii) severance pay; (iv) equal treatment in severance entitlements; (v) payment *in lieu* of unused vacation.

The sole arbitrator further reasons that such general damages are subject to a reduction, commonly referred as mitigation. I.e., the damages are reduced by any amount that the employee saved due to termination of the employment relationship

» **CAS 2024/A/11078 Alvaro Adriano Teixeira Pacheco v. Vasco da Gama Sociedade Anonima do Futebol**  
**CAS 2024/A/11079 Jose Miguel Carvalho Teixeira v. Vasco da Gama Sociedade Anonima do Futebol**  
**CAS 2024/A/11081 Pedro Valdemar Vasconcelos Pinto da Cunha Teixeira v. Vasco da Gama Sociedade Anonima do Futebol**

or earned by performing other work or would have earned had he not intentionally foregone such work.

Regarding additional compensation, the sole arbitrator reasons that the SCO provides for an additional indemnity of up to six months' worth of salary. This provision has a punitive character and is akin to a "contractual penalty". This provision is "relatively mandatory" in the sense that more favorable terms for the employee may be agreed – but not for the employer.

However, the sole arbitrator reasons that CAS panels have routinely subjected such penalties to reduction under SCO art. 163(3). I.e., the arbitral tribunal may reduce penalties that it considers excessive at its discretion.

Regarding liquidated damages, the sole arbitrator reasons that Swiss law recognizes the notion of liquidated damages clauses. The purpose of a liquidated damages clause is to compensate one party for an anticipated damage, and the parties may: (i) fix the amount of damage in the contract as a lump sum; or (ii) opt for it to be calculated in a relative way in which the parties may prove that the damage is higher or lower than the agreed compensation.

In short, the sole arbitrator reasons that a liquidated damages clause merely facilitates the calculation of the damage. The creditor must prove the existence of harm to possess an entitlement to liquidated damages.

In addition, the sole arbitrator reasons that it differs from a penalty clause as the latter goes beyond the liquidated damages clause to encourage performance of the contractual obligation. For instance, it allows for the award of a predetermined amount even in the absence of loss. A penalty clause is a means of exerting pressure on the debtor and primarily serves the creditor's interest in the performance of the main obligation.

Moreover, the sole arbitrator reasons that distinguishing between liquidated damages and penalty clauses may be challenging under Swiss law and in employment contracts. However, the key consequence of this distinction is that penalties may be reduced under SCO art. 163(3) while liquidated damages is reducible only if the actual loss of the employee is significantly lower than the agreed amount.

Regarding mutual withdrawal, the sole arbitrator reasons that the parties to an employment contract have the freedom to agree that either may release itself from a contract by paying a pre-agreed monetary sum, without committing a contractual breach. Such clause only becomes effective once the sum is paid in full. The reduction of the pre-agreed amount is possible under the stricter requirements of the general principle of good faith.

Regarding buy-out, the sole arbitrator reasons that such clauses grant a right to the employee (player or coach) to terminate the contractual relationship prematurely in return for payment of a predetermined sum that is stipulated in the contract. The contractual parties are not setting an amount of compensation to be paid to compensate for a breach but rather are agreeing in advance upon the conditions of mutual termination. As such, consent is given in advance to terminate the contract in the future in return for a specified payment.

Moreover, the sole arbitrator reasons that the key practical difference between a liquidated damages clause and a buy-out clause is that there may still be a breach of contract in the case of the former. As such, a liquidated damages clause may trigger sporting sanction, while a buy-out does not.

In addition, the sole arbitrator reasons that Swiss law does not acknowledge buy-out clauses as a distinct legal category. As such, it is necessary to determine whether such a clause reflects a penalty, liquidated damages or a form of mutual withdrawal clause on a case-by-case basis pursuant to SCO art. 18.

- » **CAS 2024/A/11078 Alvaro Adriano Teixeira Pacheco v. Vasco da Gama Sociedade Anonima do Futebol**  
**CAS 2024/A/11079 Jose Miguel Carvalho Teixeira v. Vasco da Gama Sociedade Anonima do Futebol**  
**CAS 2024/A/11081 Pedro Valdemar Vasconcelos Pinto da Cunha Teixeira v. Vasco da Gama Sociedade Anonima do Futebol**

The sole arbitrator notes that the assistant coaches' contracts provide that termination is part of the parties' freedom and does not constitute a breach of contract *per se*. Moreover, the drafting of the contractual clause that provides for termination has the typical characteristics of a buy-out clause as it expresses the right of premature unilateral termination without just cause.

In addition, the sole arbitrator notes that the buy-out clause is treated as an early termination provided by the applicable statutory rules. As such, it follows damages calculation for immediate termination without just cause and mitigation applies. However, no discretionary penalties apply on top of the mitigated amount, as no circumstances justify them.



The sole arbitrator decides that the compensation to which the assistant coaches are entitled is subject to mitigation.

**CAS 2024/A/10629**Deportivo Maldonado SAD v.  
Real Sociedad de Fútbol SAD**CAS 2024/A/10630**Real Sociedad de Fútbol SAD v.  
Deportivo Maldonado SADReference number: [CAS 2024/A/10629](#),  
[CAS 2024/A/10630](#)

Award date: 26 November 2025

Seat of arbitration: Lausanne, Switzerland



PARTY		PARTY	
 Club <b>Deportivo Maldonado SAD</b>	 Uruguay	 Club <b>Real Sociedad de Fútbol SAD</b>	 Spain
<b>LEGAL TEAM</b> <b>Breno Costa Ramos Tannuri</b>   Attorney-at-law in São Paulo, Brazil		<b>LEGAL TEAM</b> <b>Alfredo Garzón Vicente</b>   Attorney-at-law in Madrid, Spain <b>Juan Alfonso Prieto Huang</b>   Attorney-at-law in Madrid, Spain <b>Patricia Galán Olleros</b>   Attorney-at-law in Madrid, Spain	
<b>PANEL</b>	<b>President.</b> <b>Oliver Jaberg</b> Attorney-at-law in Aarau, Switzerland	<b>Arbitrator.</b> <b>Daniel Cravo Souza</b> Attorney-at-law in Porto Alegre, Brazil	<b>Arbitrator.</b> <b>David Arias</b> Attorney-at-law in Madrid, Spain

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

evidence; interest rate; transfer

**RELEVANT RULES & REGULATIONS**CAS Code; art. R64(5)  
FIFA Procedural Rules governing the  
Football Tribunal (ed. Mar.23); art. 13(5)  
SCO; arts. 18(1), 62, 91, 104, 152, 156**LANGUAGE**

English

**KEYWORDS**admissibility; breach of contract;  
obligee's default; sell-on; transfer  
contract**CASE LAW CITED**

- » **Burden of proof, allocation:** CAS 2020/A/7605; CAS 2020/A/7612.
- » **Contractual interpretation, parties' intention:** ATF 131 III 288; SFT 4A\_204/2012; CAS 2014/A/3508.
- » **Evidence, admissibility:** CAS 2013/A/3061; CAS 2019/A/6416-6417.
- » **Evidence, illegally obtained:** CAS 2019/A/6344.
- » **Interest rate, obligee's default:** SFT 4A\_446/2015; SFT 4C\_277/2005.

**ORIGIN**

FIFA Football Tribunal Players' Status Chamber

**Preliminary issue****Does the panel have the power to exclude the evidence submitted by Deportivo Maldonado on account of legal privilege?**

Yes, the panel has the power to exclude the evidence submitted by Deportivo Maldonado on account of legal privilege.

**Main issue n.1****Did Deportivo Maldonado discharge its burden of proof regarding the applicability of the sell-on clause in the transfer of the player from Real Sociedad to the Spanish club?**

Deportivo Maldonado did not discharge its burden of proof regarding the applicability of the sell-on clause in the loan of the player from Real Sociedad to the Spanish club.

**Main issue n.2****Did Real Sociedad discharge its burden of proof that the sell-on clause does not apply to the compensation of liquidated expenses agreed by it and the Spanish club for the transfer of the player?**

Yes, Real Sociedad discharged its burden of proof that the sell-on clause does not apply to the compensation of liquidated expenses agreed by it and the Spanish club for the transfer of the player.

**Main issue n.3****Did Real Sociedad discharge its burden of proof that the sell-on clause does not apply to the VAT levied on the transfer of the player from it to the Spanish club?**

No, Real Sociedad did not discharge its burden of proof that the sell-on clause does not apply to the VAT levied on the transfer of the player from it to the Spanish club.

**Main issue n.4****Does the interest period end at the time in which Deportivo Maldonado rejected Real Sociedad's *ad cautelam* deposit payment?**Yes, the interest period ends at the time in which Deportivo Maldonado rejected Real Sociedad's *ad cautelam* deposit payment for being considered as the obligee's default.**Main issue n.5****Can the parties agree to a specific allocation of costs different from the general rule that a CAS panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings?**

Yes, the parties can agree to a specific allocation of costs under the principle of freedom of contract.

**CAS 2024/A/10629**Deportivo Maldonado SAD v.  
Real Sociedad de Fútbol SAD**CAS 2024/A/10630**Real Sociedad de Fútbol SAD v.  
Deportivo Maldonado SAD**Before the FIFA Football Tribunal  
Players' Status Chamber**

- / **5 September 2023:** Deportivo Maldonado filed claim
- / **23 April 2024:** decision rendered
- / **8 May 2024:** grounds notified

**Before the Court of Arbitration for Sport**

- / **28 May 2024:** Deportivo Maldonado filed statement of appeal
- / **28 May 2024:** Real Sociedad filed statement of appeal
- / **7 June 2024:** suspension request granted
- / **8 July 2024:** suspension lifted
- / **13 June 2024:** FIFA renounced intervention
- / **12 July 2024:** proceedings consolidated
- / **31 August 2024:** Deportivo Maldonado filed appeal brief
- / **12 September 2024:** Real Sociedad filed appeal brief
- / **12 September 2024:** Real Sociedad requested ad cautelam deposit with CAS
- / **25 September 2024:** Real Sociedad reiterated request
- / **25 October 2024:** panel constituted
- / **30 October 2024:** Real Sociedad reiterated request
- / **13 November 2024:** Real Sociedad reiterated request
- / **5 December 2024:** request denied
- / **20 January 2025:** Real Sociedad filed answer
- / **20 January 2025:** Real Sociedad submitted proof of payment as ad cautelam deposit
- / **20 January 2025:** Deportivo Maldonado filed answer

Next page

## Background

The parties signed a transfer agreement for a Brazilian player on 28 July 2016 for a fixed amount. The transfer agreement provided Deportivo Maldonado a 30% sell-on fee in relation to the player's definitive transfer.

A Spanish club approached Real Sociedad in mid-August 2021. The two Spanish clubs and the player signed a loan agreement for the remainder of the 2021/2022 season on 25 August 2021. The agreement included a fixed loan fee.

Real Sociedad and the player signed a liquidation agreement on 25 August 2021, in which Real Sociedad undertook to pay a fixed amount to the player in two instalments by 16 October 2021 and 31 December 2021.

Deportivo Maldonado issued an invoice regarding the sell-on fee in connection with the loan agreement and the loan fee to Real Sociedad on 15 October 2021. Real Sociedad rejected Deportivo Maldonado's request on 18 October 2021. Deportivo Maldonado reiterated its request on 2 November and 10 December 2021.

The Spanish club submitted a formal offer to Real Sociedad on 12 March 2022 for the definitive transfer of the player as of 1 July 2022 for a fixed transfer fee. Real Sociedad, the Spanish club, and the player signed an agreement for his permanent transfer.

The Spanish club would pay Real Sociedad a fixed amount in three instalments due on 15 February 2023, 15 July 2023, and 15 July 2024. Moreover, the transfer agreement included compensation for liquidated expenses clause under which the Spanish club undertook to compensate Real Sociedad in two instalments due 1 July 2022 and 15 October 2022.

Real Sociedad issued two invoices to the Spanish club on 23 June 2022, one for the transfer fee and another for the compensation of liquidated expenses. On the same date, Deportivo Maldonado sent a letter to Real Sociedad, setting out its position regarding its claims arising from the loan and the transfer agreements. Deportivo Maldonado issued another invoice regarding the sell-on fee in connection with the transfer agreement.

Deportivo Maldonado reiterated its position on 28 July 2022 and 10 November 2022. Real Sociedad rejected Deportivo Maldonado's request on 1 August 2022 and 14 November 2022. Real Sociedad made a partial payment to Deportivo Maldonado on 17 February 2023. On the same date, Deportivo Maldonado requested Real Sociedad to pay an additional amount it believed to be due.

Real Sociedad made partial payments to Deportivo Maldonado on 1 August 2023 and 13 August 2024. Deportivo Maldonado requested Real Sociedad to pay an additional amount it believed to be due on 3 August 2023.

Deportivo Maldonado filed a claim before the FIFA PSC against Real Sociedad for breach of contract on 5 September 2023, requesting what it believed to be due in accordance with the sell-on fee clause. Real Sociedad rejected Deportivo Maldonado's claims. The FIFA PSC rendered its decision on 23 April 2024, partially accepting Deportivo Maldonado's claim. The FIFA PSC notified its decision's grounds on 8 May 2024.

**CAS 2024/A/10629****Deportivo Maldonado SAD v.  
Real Sociedad de Fútbol SAD****CAS 2024/A/10630****Real Sociedad de Fútbol SAD v.  
Deportivo Maldonado SAD**

Deportivo Maldonado filed its appeal with CAS requesting that the panel amend the FIFA PSC decision. Real Sociedad filed its answer requesting that the panel set aside the FIFA PSC decision.

**Before the Court of Arbitration for  
Sport**

- / **20 January 2025:** Deportivo Maldonado filed answer
- / **20 January 2025:** Deportivo Maldonado confirmed receipt of deposit
- / **28 January 2025:** Deportivo Maldonado informed it returned funds on 22 January 2025
- / **10 February 2025:** Real Sociedad filed submission
- / **20 March 2025:** panel decided to hold online hearing
- / **19 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **19 June 2025:** panel held online hearing
- / **26 November 2025:** panel issued award

## » CAS 2024/A/10629 Deportivo Maldonado SAD v. Real Sociedad de Fútbol SAD

## CAS 2024/A/10630 Real Sociedad de Fútbol SAD v. Deportivo Maldonado SAD

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Deportivo Maldonado is dismissed; (b) the appeal filed by Real Sociedad is partially upheld; (c) the FIFA PSC decision is amended; (d) the costs of CAS 2024/A/10629 are borne by Deportivo Maldonado; (e) the costs of CAS 2024/A/10630 are borne 20% by Deportivo Maldonado and 80% by Real Sociedad; and (f) each party shall bear its own legal fees and other expenses.

### Preliminary issue

The panel reasons that an arbitral tribunal has the power to exclude evidence on account of legal privilege or illegality.

The panel notes that Deportivo Maldonado submitted two exhibits as evidence when filing its appeal brief. Such exhibits included private communication between counsel for the player and counsel for Real Sociedad. Deportivo Maldonado was not a party to this communication. Moreover, there is no evidence that Deportivo Maldonado or the player obtained or, at least, sought Real Sociedad's consent to file the relevant communication.

As such, the panel notes that the counsel for the player at the time is the counsel for Deportivo Maldonado now – starting to represent the club only after the proceedings before FIFA. Accordingly, the counsel for Deportivo Maldonado should have been aware of the sensitivity of the matter.

Furthermore, the panel notes that it is regrettable that Real Sociedad did not raise its objection in its answer or at any point before the hearing. However, Deportivo Maldonado cannot argue that Real Sociedad's way of proceeding entails an unfair surprise. Deportivo Maldonado must have been aware of possible issues when opting to file the relevant documents.

Particularly, the panel notes that the evidence filed by Deportivo Maldonado was obtained in disregard of legal privilege and confidentiality. As such, the exhibits are inadmissible and must be excluded from the case file. Nevertheless, the panel notes that Deportivo Maldonado's two exhibits are not material to the panel's findings in this case.

The panel decides that it has the power to exclude the evidence submitted by Deportivo Maldonado on account of legal privilege.

### Main issue n.1

The panel reasons that a party that asserts a fact has the burden of proving it.

The panel notes that Deportivo Maldonado had the burden of proving to the comfortable satisfaction of the panel that: (i) the transfer agreement between Deportivo Maldonado and Real Sociedad was also to cover temporary transfers/loans for the purposes of the sell-on clause; and/or that (ii) the loan agreement between Real Sociedad, the player and the Spanish club is an act of simulation and was in fact a permanent transfer agreement at this stage already. However, Deportivo Maldonado did not discharge its burden of proving either.

## » CAS 2024/A/10629 Deportivo Maldonado SAD v. Real Sociedad de Fútbol SAD CAS 2024/A/10630 Real Sociedad de Fútbol SAD v. Deportivo Maldonado SAD

The panel decides that Deportivo Maldonado did not discharge its burden of proof regarding the applicability of the sell-on clause in the loan of the player from Real Sociedad to the Spanish club.

### Main issue n.2

The panel reasons that a party that asserts a fact has the burden of proving it.

The panel notes that Real Sociedad had the burden of proving to the comfortable satisfaction of the panel that the sell-on clause does not apply to the compensation of liquidated expenses agreed by it and the Spanish club for the transfer of the player. Real Sociedad discharged its burden of proving it. As such, it cannot be equated to hidden transfer fee or that it serves as a trigger to the sell-on clause in any other way.

The panel decides that Real Sociedad discharged its burden of proof that the sell-on clause does not apply to the compensation of liquidated expenses agreed by it and the Spanish club for the transfer of the player.

### Main issue n.3

The panel reasons that a party that asserts a fact has the burden of proving it.

The panel notes that Real Sociedad had the burden of proving to the comfortable satisfaction of the panel that the sell-on clause does not apply to the VAT levied on the transfer of the player from it to the Spanish club. Real Sociedad did not discharge its burden of proving it.

The panel decides that Real Sociedad did not discharge its burden of proof that the sell-on clause does not apply to the VAT levied on the transfer of the player from it to the Spanish club.

### Main issue n.4

The panel reasons that any claim for default interest is composed of: (i) the interest rate; and (ii) the interest period. It is not necessary that the party entitled to default or late payment interest specifies any damage or financial loss occurred due to the late payment. However, default interest serves to compensate for the inconveniences incurred because of late receipt of a sum of money.

In addition, the panel reasons that default of the obligor is no longer possible if the obligee is also in default. A situation in which the obligee is in default leads to the interest period ending.

The panel notes that Deportivo Maldonado rejected Real Sociedad's *ad cautelam* deposit payment. As such, it would be contradictory to grant compensation for not receiving that sum of money as it constituted the obligee's default and leading to the interest period ending.

The panel decides that the interest period ends at the time in which Deportivo Maldonado rejected Real Sociedad's *ad cautelam* deposit payment for being considered as the obligee's default.

» CAS 2024/A/10629 Deportivo Maldonado SAD v. Real Sociedad de Fútbol SAD  
CAS 2024/A/10630 Real Sociedad de Fútbol SAD v. Deportivo Maldonado SAD

**Main issue n.5**

The panel reasons that a CAS panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and the costs of witnesses and interpreters. However, the parties may agree on an allocation of costs different from that general rule under the principle of freedom of contract.

The panel notes that Deportivo Maldonado and Real Sociedad agreed in the transfer agreement that each party shall pay and be responsible for its own costs, including any legal costs incurred which relate to any dispute.

The panel decides that the parties can agree to a specific allocation of costs under the principle of freedom of contract.

# CAS 2025/A/11192

## FC des Girondins de Bordeaux v. Real Sporting de Gijón SAD

Reference number: [CAS 2025/A/11192](#)

Award date: 28 November 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> FC des Girondins de Bordeaux	 France	 <b>Club</b> Real Sporting de Gijón SAD	 Spain
<b>LEGAL TEAM</b> SELARL TGB in Bordeaux, France <b>Matthieu Barandas</b>   Attorney-at-law		<b>LEGAL TEAM</b> Senn Ferrero Asociados Sports & Entertainment in Madrid, Spain <b>Iñigo de Lacalle Baigorri</b>   Attorney-at-law <b>Álvaro Martínez San Segundo</b>   Attorney-at-law	
<b>SOLE ARBITRATOR</b> Rui Botica Santos   Attorney-at-law in Lisbon, Portugal			

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

admissibility; notice

### RELEVANT RULES & REGULATIONS

CAS Code; arts. R32, R49  
 FIFA Procedural Rules governing the  
 Football Tribunal; art. 11  
 FIFA Statutes; arts. 49(2), 50(1)  
 SCO; art. 77

### LANGUAGE

English

### KEYWORDS

sphere of control; time limit

### CASE LAW CITED

- » **Appeal, admissibility:** CAS 2016/A/4814; CAS 2020/A/7075.
- » **Appeal, *dies a quo*:** CAS 2013/A/3165; CAS 2020/A/7075.
- » **Diligence, sphere of control:** SFT 4A\_89/2011; CAS 2006/A/1153; CAS 2019/A/6253.



### ORIGIN

FIFA Football Tribunal Players' Status Chamber

### Main issue

**Is Bordeaux's appeal admissible?**

No, Bordeaux's appeal is inadmissible.

**CAS 2025/A/11192**FC des Girondins de Bordeaux v.  
Real Sporting de Gijón SAD**Before the FIFA Football Tribunal  
Players' Status Chamber**

- / **19 December 2024:** Gijón filed claim
- / **8 January 2025:** proposal offered
- / **24 January 2025:** confirmation letter issued
- / **24 January 2025:** confirmation letter notified

**Before the Court of Arbitration for  
Sport**

- / **17 February 2025:** Bordeaux filed statement of appeal
- / **27 February 2025:** Bordeaux filed appeal brief
- / **27 February 2025:** Bordeaux requested stay
- / **12 March 2025:** FIFA renounced intervention
- / **21 March 2025:** Bordeaux filed translated SoA and appeal brief
- / **31 March 2025:** Gijón agreed with request
- / **3 April 2025:** stay granted
- / **11 June 2025:** Gijón filed answer
- / **11 June 2025:** Gijón objected admissibility
- / **18 June 2025:** sole arbitrator appointed
- / **2 July 2025:** Bordeaux filed comments
- / **4 July 2025:** FIFA submitted case file
- / **28 July 2025:** Bordeaux filed submission upon request
- / **31 July 2025:** Gijón filed submission upon request
- / **13 August 2025:** sole arbitrator issued directions
- / **13 August 2025:** sole arbitrator decided not to hold hearing
- / **13 August 2025:** CAS Court Office forwarded order of procedure to the parties
- / **21 November 2025:** Bordeaux filed new evidence
- / **28 November 2025:** sole arbitrator issued award

## Background

The parties signed a transfer agreement for a Spanish player on 1 August 2023. The transfer agreement provided, *inter alia*, for Bordeaux paying a fixed fee in three instalments to Gijón. Bordeaux failed to comply, despite Gijón sending invoices and a default notice.

Gijón filed a claim before the FIFA Football Tribunal Players' Status Chamber against Bordeaux for breach of contract on 19 December 2024. The FIFA General Secretariat offered a proposal for the parties on 8 January 2025. The FIFA PSC issued and notified the confirmation letter regarding the proposal on 24 January 2025.

Bordeaux filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. Gijón filed its answer requesting, *inter alia*, that the sole arbitrator consider Bordeaux's appeal inadmissible.

## » CAS 2025/A/11192 FC des Girondins de Bordeaux v. Real Sporting de Gijón SAD

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Bordeaux is inadmissible; (b) the FIFA PSC decision is confirmed; (c) the costs of the arbitration are borne by Bordeaux; and (d) Bordeaux shall pay Gijón a contribution in the amount of CHF 2,500 towards the legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that the CAS Code art. R49 provides the time limit for appeal. Regarding FIFA Football Tribunal's decision, the FIFA Statutes art. 50(l) set the time limit for appeal as 21 days of receipt of the decision.

In addition, the sole arbitrator reasons the time limit for a party that directly receives a communication commences the day after receipt of the relevant communication. There is no indication in the FIFA Procedural Rules governing the Football Tribunal that public holidays or non-business days are excluded from the computation of time limits.

Moreover, the sole arbitrator reasons that the SCO art. 77 provides that the relevant act must be performed within the time limit expressed as a number of days, excluding the day on which the event triggering the deadline occurred. The time limit for filing a statement of appeal begins to run on the day following receipt of the appealed decision by the addressee.

The sole arbitrator further reasons that a decision or other legally relevant statement is considered as being notified to the relevant person whenever that person has the opportunity to obtain knowledge of its content irrespective of whether that person has actually obtained knowledge. The relevant point in time is when a person receives the decision and not when it obtains actual knowledge of its content.

As such, the sole arbitrator reasons that receipt of the decision means that the decision must have come into the relevant party's/representative's sphere of control. In this respect, the recipient has a duty to control.

Accordingly, the sole arbitrator reasons that there are two requirements for the concept of "receipt" to be fulfilled: (i) the declaration must have entered the sphere of influence of the addressee; and (ii) one can expect that the addressee takes note of it under the circumstances.

Regarding the final day of the time limit to file an appeal, it may be extended if it coincides with an official public holiday or a non-working day in the place of domicile of the party required to comply. According to the FIFA Procedural Rules governing the Football Tribunal, the time limit will expire at the end of the next working day in such cases.

The sole arbitrator reasons that the appellant has the burden of proof regarding any potential situation that might affect the *dies a quo* or the *dies ad quem* within the time limit to file an appeal. Failure to comply with the time limit to appeal results in the loss of the party's substantive claim, which CAS panels have no discretion to extend.

In short, the sole arbitrator reasons that the consequence for the statement of appeal not being filed timely is an automatic and self-executing one. The respondent's silence, inactivity or even acquiescence cannot change the fact that such an appeal must be deemed inadmissible.

## » CAS 2025/A/11192 FC des Girondins de Bordeaux v. Real Sporting de Gijón SAD

The sole arbitrator notes that the FIFA PSC notified its decision's grounds on 24 January 2025 via the FIFA Legal Portal, which is under Bordeaux's sphere of control. Bordeaux failed to discharge its burden of proof that: (i) it was unable to access the FIFA Legal Portal to change the applicable *dies a quo*; or (ii) the *dies ad quem* fell on a public holiday or a non-working day. Bordeaux filed its statement of appeal on 17 February 2025, outside the 21-day deadline.

The sole arbitrator decides that Bordeaux's appeal is inadmissible.

# CAS 2025/A/11423

## Sociedade Anônima do Futebol Botafogo v. Atlanta United FC & Fédération Internationale de Football Association (FIFA)

Reference number: [CAS 2025/A/11423](#)

Award date: 8 December 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Sociedade Anônima do Futebol Botafogo	 Brazil	 <b>Club</b> Atlanta United Football Club	 USA
<b>LEGAL TEAM</b> Bichara Abidão Neto   Attorney-at-law in Rio de Janeiro, Brazil Victor Eleuterio   Attorney-at-law in Rio de Janeiro, Brazil		<b>LEGAL TEAM</b> Matthew Bennett   Attorney-at-law in Manchester, United Kingdom Robert Danvers   Attorney-at-law in Manchester, United Kingdom	
SOLE ARBITRATOR		RESPONDENT	
Juan Pablo Arriagada Aljaro   Attorney-at-law in Santiago, Chile		 <b>IF</b> Fédération Internationale de Football Association (FIFA)	 Switzerland
		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard   Director of litigation Alexander Jacobs   Senior legal counsel	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

*locus standi*; sanction; transfer

### RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 12bis  
SCO; art. 18

### LANGUAGE

English

### KEYWORDS

acceleration clause; breach of contract;  
proportionality; standing to sue

### CASE LAW CITED

- » **Contractual interpretation, parties' intention:** CAS 2005/A/871; CAS 2008/A/1518.
- » **Locus standi, standing to sue:** CAS 2013/A/3140; CAS 2015/A/3880; CAS 2015/A/4162.
- » **Sanction, deference:** CAS 2007/A/1217; CAS 2009/A/1817; CAS 2009/A/1844; CAS 2012/A/2702; CAS 2012/A/2762; CAS 2012/A/2824; CAS 2013/A/3256; CAS 2016/A/4643.
- » **Standing to sue, single entity:** CAS 2021/A/8192; CAS 2022/A/8837.



### ORIGIN

FIFA Football Tribunal Players' Status Chamber

#### Main issue n.1

**Does Atlanta United have standing to sue Botafogo?**

Yes, Atlanta United has standing to sue Botafogo.

#### Main issue n.2

**Does the sanction imposed on Botafogo meet the proportionality test?**

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

**CAS 2025/A/11423**

Sociedade Anônima do Futebol  
Botafogo v. Atlanta United FC  
& Fédération Internationale de  
Football Association (FIFA)

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

- / **15 November 2024:** Atlanta United filed claim
- / **26 February 2025:** decision rendered
- / **23 April 2025:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **14 May 2025:** Botafogo filed statement of appeal
- / **13 June 2025:** Botafogo filed appeal brief
- / **24 June 2025:** sole arbitrator appointed
- / **15 July 2025:** Atlanta United filed answer
- / **16 July 2025:** FIFA filed answer
- / **18 August 2025:** CAS Court Office forwarded order of procedure to the parties
- / **15 October 2025:** sole arbitrator held online hearing
- / **8 December 2025:** sole arbitrator issued award

## Background

The MLS and Botafogo signed a transfer agreement on 30 June 2024. The transfer agreement provided that the total outstanding transfer fee would become immediately due and payable without notice if Botafogo failed to comply with its financial obligations for 30 business days. Botafogo failed to pay the first and second instalments despite reminders from Atlanta United.

Atlanta United filed a claim before the FIFA PSC against Botafogo for breach of contract on 15 November 2024, requesting payment under the acceleration clause. The FIFA PSC rendered its decision on 26 February 2025, partially accepting Atlanta United's claim and imposing a fine on Botafogo. The FIFA PSC notified its decision's grounds on 23 April 2025.

Atlanta United filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. Botafogo and FIFA filed their respective answers requesting that the sole arbitrator confirm the FIFA PSC decision.

## » CAS 2025/A/11423 Sociedade Anônima do Futebol Botafogo v. Atlanta United FC & Fédération Internationale de Football Association (FIFA)

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Botafogo is dismissed; (b) the FIFA PSC decision is confirmed; (c) the costs of the arbitration are borne by Botafogo; and (d) Botafogo shall pay Atlanta United a contribution in the amount of CHF 8,000 towards the legal fees and other expenses.

#### Main issue n.1

The sole arbitrator reasons that standing to sue describes the entitlement of a party to assert a claim. It suffices for the standing to sue that a party invokes a right of its own. I.e., the party must have an interest worthy of protection or a legitimate interest.

The sole arbitrator notes that the transfer agreement expressly gives Atlanta United the right and standing to enforce its performance. The fact that Atlanta United is not a signatory to the transfer agreement is immaterial, as both contractual parties expressly granted the right to enforce the transfer agreement to Atlanta United.

Moreover, the sole arbitrator notes that Atlanta United was the team for which the player rendered his services and with which he was effectively registered. The FIFA TMS records and the ITC issued by the American MA to the Brazilian MA in relation to the player's transfer to Botafogo constitute as sufficient evidence.

In addition, the sole arbitrator notes that permitting Atlanta United to assert claims under the transfer agreement is not the same as modifying the contract by introducing a new creditor, nor is it allowing the MLS to indirectly access the FIFA PSC to enforce the transfer agreement before the FIFA jurisdiction. The transfer agreement itself expressly confers enforcement rights to Atlanta United as the contractually designated creditor. As such, it is not an indirect extension of the MLS' standing; any payment made by Botafogo to Atlanta United discharges it from the corresponding obligation towards MLS, precluding any risk of double jeopardy.

The sole arbitrator decides that Atlanta United has standing to sue Botafogo.

#### Main issue n.2

The sole arbitrator reasons that the FIFA RSTP art. 12bis authorizes the FIFA PSC to impose on a club any of the sanctions referred to in its para. 4. Furthermore, the FIFA PSC may impose cumulative sanctions if: (i) a club delays a due payment for more than 30 days without a *prima facie* contractual basis; and (ii) the creditor puts the club in default in writing while granting a deadline of at least 10 days for compliance. The FIFA PSC has discretion as to whether to impose sanctions.

In addition, the sole arbitrator reasons that a CAS panel shows reservation or restraint when re-assessing a decision in which a sports governing body uses its discretion to take a decision. A CAS panel reviews the use of such discretion if the sanction imposed is evidently and grossly disproportionate to the offence or if the CAS panel comes to a different conclusion on the merits of the case.

## » CAS 2025/A/11423 Sociedade Anônima do Futebol Botafogo v. Atlanta United FC & Fédération Internationale de Football Association (FIFA)

The sole arbitrator notes that Botafogo delayed due payment for more than 30 days, and Atlanta United has put Botafogo in default in writing while granting a deadline of at least 10 days for compliance. As such, Botafogo's failure to comply with its financial obligations meets the threshold that allows the FIFA PSC to impose a sanction on it.

In addition, the sole arbitrator notes that the fine that the FIFA PSC imposed on Botafogo is proportionate considering: (i) the significant amount of the overdue payables; and (ii) Botafogo is a repeated offender. Particularly, Botafogo has committed 11 offenses of the FIFA RSTP art. 12*bis* in only the last two years, and FIFA has been increasing the sanction each time.

The sole arbitrator decides that the sanction imposed on Botafogo meets the proportionality test.

As *obiter dictum*, the sole arbitrator notes that the FIFA PSC could have imposed a stricter sanction on Botafogo given the circumstances, including a transfer ban.

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Court of Arbitration for Sport

**FIFA Judicial Bodies**

# Disciplinary & Appeal Committees

FIFA



# TAS 2023/A/10221

## Club Atlético Independiente c. Intersports Consultoría Desportiva Ltda. & FIFA

Reference number: [TAS 2023/A/10221](#)

Award date: 31 January 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club Atlético Independiente</b>	 Argentina	<b>Intersports Consultoría Desportiva Ltda.</b>	 Brazil
<b>LEGAL TEAM</b> <b>Ariel Reck</b>   Attorney-at-law in Buenos Aires, Argentina <b>Maximiliano Walker</b>   Attorney-at-law in Buenos Aires, Argentina		<b>LEGAL TEAM</b> <b>Daniel Crespo</b>   Attorney-at-law in Buenos Aires, Argentina	
SOLE ARBITRATOR		RESPONDENT	
<b>Agustin Fattal Jaef</b>   Attorney-at-law in Rosario, Argentina		 <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>Cristina Pérez González</b>   Senior legal counsel	

### CATEGORY

Disciplinary

### ISSUES

admissibility

### RELEVANT RULES & REGULATIONS

CAS Code; arts. R38, R55, R58  
 FIFA DC; arts. 21, 58  
 FIFA Statutes; arts. 56, 57  
 PILA; arts. 182, 192  
 SCC; art. 27  
 SCPC; arts. 125, 238

### LANGUAGE

Spanish

### KEYWORDS

waiver

### CASE LAW CITED

- » **Appeal, waiver:** TAS 2023/A/9639.
- » **Applicable law, bifurcation:** CAS 2019/A/6294.
- » **Disciplinary decision, scope:** CAS 2018/A/5779.



### ORIGIN

FIFA Judicial Bodies Disciplinary Committee

### Main issue

Is the club's appeal admissible?

No, the club's appeal is inadmissible.

**TAS 2023/A/10221**

**Club Atlético Independiente c.  
Intersports Consultoría Deportiva  
Ltda. & FIFA**

### Before the FIFA Judicial Bodies Disciplinary Committee

- / **November 2023:** agency requested disciplinary proceedings
- / **21 November 2023:** proposal letter sent
- / **28 November 2023:** confirmation letter issued

### Before the Court of Arbitration for Sport

- / **12 December 2023:** club filed statement of appeal
- / **19 December 2023:** agency objected admissibility
- / **27 December 2023:** FIFA objected admissibility
- / **8 January 2024:** club filed appeal brief
- / **8 January 2024:** club filed comments
- / **11 January 2024:** agency requested bifurcation
- / **16 January 2024:** FIFA agreed
- / **18 January 2024:** club objected
- / **27 February 2024:** sole arbitrator appointed
- / **20 March 2024:** bifurcation granted
- / **3 April 2024:** 2<sup>nd</sup> round submissions granted
- / **5 April 2024:** agency filed submission
- / **11 April 2024:** FIFA filed submission
- / **25 April 2024:** club filed submission
- / **7 May 2024:** sole arbitrator decided not to hold hearing
- / **31 January 2025:** sole arbitrator issued award

## Background

The club and the agency signed an agency fee agreement on 3 July 2022. The club failed to comply with its financial obligations towards the agency, which filed a request for arbitration before CAS on 4 May 2023 under TAS 2023/O/9623. The club and the agency settled the dispute on 14 July 2023, the CAS panel issued a consent award on 3 October 2023.

The settlement agreement provided that: (i) the agency was entitled to request the opening of disciplinary proceedings before FIFA if the club failed to comply with its financial obligations; and (ii) the club waived its right to appeal any FIFA DisCo decision before CAS. The club failed to comply with its financial obligations towards the agency yet again.

The agency requested that the FIFA DisCo open disciplinary proceedings against the club in November 2023. The FIFA DisCo sent a proposal letter to the parties on 21 November 2023. The FIFA DisCo issued a confirmation letter on 28 November 2023, noting that the proposal became final and binding on the parties.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DisCo decision. The agent and FIFA filed objections to the admissibility of the club's appeal.

## » TAS 2023/A/10221 Club Atlético Independiente c. Intersports Consultoría Desportiva Ltda. & FIFA

### MAIN LEGAL FINDINGS

The sole arbitrator decided that the appeal filed by the club is inadmissible.

#### Main issue

The sole arbitrator reasons that a settlement agreement that takes place within the framework of an ordinary arbitration before CAS may provide a waiver of any appeal against a decision.

The sole arbitrator notes that the club and the agency concluded a settlement agreement that provided for the appeal waiver. As such, the club validly waived its right to appeal the FIFA DisCo decision before CAS.

The sole arbitrator decides that the club's appeal is inadmissible.

# CAS 2025/A/11776

## Denys Balaniuk v. FIFA

Reference number: [CAS 2025/A/11776](#)

Order date: 17 November 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> <b>Denys Balaniuk</b>	 Ukraine	 <b>IF</b> <b>Fédération Internationale de Football Association (FIFA)</b>	 Switzerland
<b>LEGAL TEAM</b> SILA International Lawyers in Sofia, Bulgaria <b>Georgi Gradev</b>   Attorney-at-law <b>Márton Kiss</b>   Attorney-at-law		<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	
<b>CAS APPEALS ARBITRATION DIVISION</b>		<b>President.</b> <b>Corinne Schmidhauser</b>   Attorney-at-law in Switzerland	

### CATEGORY

Procedural

### ISSUES

provisional measure

### RELEVANT RULES & REGULATIONS

CAS Code; art. R37

PILA; art. 183

### LANGUAGE

English

### KEYWORDS

irreparable harm test; request for stay

### CASE LAW CITED

- » **Doping, ineligibility:** CAS 2021/A/8391.
- » **Irreparable harm, financial damages:** CAS 2014/A/3642; CAS 2024/A/11002.
- » **Irreparable harm, reputational damages:** CAS 2019/A/6477; CAS 2021/A/8161-8162; CAS 2022/A/9241.
- » **Irreparable harm, requirements:** CAS 2014/A/3642.
- » **Irreparable harm, suspension:** CAS 2008/A/1453; CAS 2014/A/3571; CAS 2016/A/4710.
- » **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; CAS 2007/A/1403; TAS 2007/A/1397; CAS 2010/A/2071.
- » **Request for stay, suspension:** CAS 2019/A/6477; CAS 2020/A/6796; CAS 2021/A/7851; CAS 2021/A/8161-9162; CAS 2022/A/9241; CAS 2025/A/11145.

### ORIGIN

FIFA Judicial Bodies Disciplinary Committee

### Main issue

**Does the player meet the requirements for the grant of a stay?**

No, the player does not meet the requirements.

**CAS 2025/A/11776**Denys Balaniuk v.  
FIFA**Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **22 May 2025:** disciplinary proceedings opened
- / **13 June 2025:** decision rendered
- / **27 August 2025:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **16 September 2025:** player filed statement of appeal
- / **16 September 2025:** player requested expedited proceedings
- / **24 September 2025:** expedited proceedings denied
- / **3 October 2025:** player filed appeal brief
- / **3 October 2025:** player requested stay
- / **16 October 2025:** FIFA objected
- / **17 November 2025:** CAS Appeals Arbitration Division president issued order

## Background

The player was subjected to an in-competition doping control following a match between his club and a Bulgarian club on 22 May 2023. The player was subjected to another in-competition doping control on 25 May 2023 following a match between his club and another Bulgarian club.

The WADA-accredited laboratory in Seibersdorf, Austria, mandated the Swiss Laboratory for Doping Analyses to perform a DNA cross-check examination between the samples collected from the doping controls. The Ukrainian NADO notified the player of an ADRV for use of prohibited method on 26 December 2023 as the samples did not match.

The Ukrainian NADO put the player under mandatory provisional suspension effective as of 26 December 2023. The FIFA DisCo extended the player's provisional suspension to have worldwide effect on 7 February 2024.

Between June and August 2024, the Ukrainian NADO conducted interviews with the player, the DCOs from the May 2023 controls, a player's teammate and the team representative. It also received written responses from a member of the anti-doping team present at the control in which the sample collected was deemed not to belong to the player.

UEFA and the Ukrainian NADO convened FIFA to assist in this matter on 29 October 2024. FIFA agreed to assist the Ukrainian NADO on 14 November 2024 and to conduct a third control to determine which of the first two doping controls was not the player's.

FIFA conducted a no advance notice doping control on 10 December 2024. The Ukrainian NADO formally conferred competence over the results management of the player's case to FIFA on 4 February 2025. FIFA requested a DNA cross-check analysis on 19 February 2025. The Swiss Laboratory for Doping Analyses reported its findings on 2 April 2025, concluding that the DNA profile of the third sample aligned with the DNA profile of the second sample collected on 25 May 2023.

The FIFA Anti-Doping Unit provided the player with a notice of ADRV on 13 March 2025. The FIFA DisCo contacted the player on 14 March 2025 advising it would open disciplinary proceedings against him. On the same date, the FIFA DisCo decided to maintain the player's existing provisional suspension. The player submitted his written explanation for the potential ADRV on 3 April 2025.

The FIFA DisCo issued its formal letter of charge against the player on 22 May 2025. The player submitted a reply to the FIFA's formal letter of charge on 6 June 2025. The FIFA DisCo conducted a virtual hearing on 13 June 2025. On the same date, the FIFA DisCo rendered its decision, sanctioning the player with a four-year suspension backdated to 22 May 2023. The FIFA DisCo notified its decision's grounds on 27 August 2025.

The player filed its appeal with CAS requesting provisional measures. FIFA objected.

## » CAS 2025/A/11776 Denys Balaniuk v. FIFA

### MAIN LEGAL FINDINGS

The CAS Appeals Arbitration Division president decided that the request for provisional measure filed by the player is dismissed.

#### Main issue

The CAS Appeals Arbitration Division president reasons that an international arbitral tribunal in Switzerland is empowered by PILA art. 183 to order provisional or conservatory measures at the request of one party. The division president is competent to consider an application for a stay by a party in accordance with CAS Code art. R37.

In addition, the CAS Appeals Arbitration Division president reasons that the division president must consider the following factors: (i) whether the stay requested is necessary to protect the applicant from irreparable harm; (ii) whether the applicant has reasonable chances to succeed on the merits; and (iii) whether the interests of the applicant outweigh those of the opposite parties and of third parties.

As such, the CAS Appeals Arbitration Division president reasons that the applicant must demonstrate that the requested stay is necessary to protect its position from damage or risks that would be impossible, or very difficult, to remedy or cancel at a later stage to meet the irreparable harm test. The applicant must demonstrate that its position is not obviously groundless and that it has reasonable chances eventually to win the case to meet the likelihood of success test.

Moreover, the CAS Appeals Arbitration Division president reasons that the applicant must demonstrate that the harm or inconvenience it would suffer from the refusal of the requested stay would be comparatively greater than the harm or inconvenience other parties would suffer from the granting of the provisional measures. These three requirements for the grant of a stay are cumulative.

The CAS Appeals Arbitration Division president reasons that a suspension can cause irreparable harm to a player given the finite and brief career span of most athletes. However, being prevented from competing in sports events in general is not sufficient to justify a stay in itself. The mere risk of not being able to participate in a few competitions is generally insufficient to establish irreparable harm, even if it may have a significant sporting impact on the player's career.

Consequently, the CAS Appeals Arbitration Division president reasons that the inability to compete has been found to be an inevitable and legitimate consequence of a suspension. This is the premise under which a player's request for a stay must be assessed.

The CAS Appeals Arbitration Division president further reasons that loss of income is not a basis for establishing irreparable harm as it can be remedied at a later stage.

In addition, the CAS Appeals Arbitration Division president notes that the player has failed to prove that he will suffer any irreparable harm if the requested stay is not granted. Particularly, the player is only 28 years old, loss of income can be remedied at a later stage, and the player substantiated only a single alleged lost opportunity caused by his provisional suspension.

**» CAS 2025/A/11776 Denys Balaniuk v. FIFA**

The CAS Appeals Arbitration Division president further notes that the player relies on a letter from a Romanian club which expressly states that it would be interested in providing the player with a tryout in principle. Additionally, the letter affirms that the Romanian club would be happy to have the player if he is permitted to play without any negative consequences to him or his team.

As such, the CAS Appeals Arbitration Division president notes that this constitutes a mere invitation for a tryout and lacks essential terms of any employment offer, such as: (i) remuneration; and (ii) contract duration. The conditional nature of the Romanian club's interest renders any alleged harm speculative rather than concrete. In this sense, the player's argument for irreparable harm cannot be accepted.

The CAS Appeals Arbitration Division president decides that the player does not meet the requirements for the grant of a stay.

# CAS 2025/A/11863

## VZW Koninklijke Rupel Boom Football Club v. FIFA & Sakaryaspor A.S.

Reference number: [CAS 2025/A/11863](#)

Order date: 25 November 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> VZW Koninklijke Rupel Boom Football Club	 Belgium	 <b>IF</b> Fédération Internationale de Football Association (FIFA)	 Switzerland
<b>LEGAL TEAM</b> Athos-law in Brussels, Belgium Stijn Butenaerts   Attorney-at-law		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA Roberto Nájera Reyes   Head of litigation	
CAS APPEALS ARBITRATION DIVISION		RESPONDENT	
<b>President.</b> Corinne Schmidhauser   Attorney-at-law in Switzerland		 <b>Club</b> Sakaryaspor A.S.	 Türkiye
		<b>LEGAL TEAM</b> Nihat Güman   Attorney-at-law in Beşiktaş/Istanbul, Türkiye	

### CATEGORY

Procedural

### ISSUES

provisional measure

### RELEVANT RULES & REGULATIONS

CAS Code; art. R37

PILA; art. 183

### LANGUAGE

English

### KEYWORDS

irreparable harm test; request for stay

### CASE LAW CITED

- » **Irreparable harm, requirements:** CAS 2014/A/3642.
- » **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; CAS 2007/A/1403; TAS 2007/A/1397; CAS 2010/A/2071; CAS 2014/A/3765.



### ORIGIN

FIFA Judicial Bodies Disciplinary Committee

### Main issue

**Does Koninklijke meet the requirements for the grant of a stay?**

No, Koninklijke does not meet the requirements.

**CAS 2025/A/11863**

VZW Koninklijke Rupel Boom Football Club v. FIFA &amp; Sakaryaspor A.S.

**Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **23 September 2025:** disciplinary proceedings opened
- / **30 September 2025:** decision rendered
- / **30 September 2025:** grounds notified

**Before the Court of Arbitration for Sport**

- / **20 October 2025:** Koninklijke filed statement of appeal
- / **20 October 2025:** Koninklijke requested stay
- / **24 October 2025:** FIFA objected
- / **25 November 2025:** CAS Appeals Arbitration Division president issued order

## Background

The FIFA Clearing House sent a payment notification to Koninklijke for training compensation on 23 July 2025. The FIFA Clearing House sent a second payment notification on 26 August 2025.

The FIFA DisCo opened disciplinary proceedings against Koninklijke on 23 September 2025. Koninklijke failed to provide its position. The FIFA DisCo rendered its decision on 30 September 2025, notifying its decision's grounds on the same date.

Koninklijke filed its appeal with CAS requesting provisional measures. FIFA objected, and Sakaryaspor failed to provide its position.

## » CAS 2025/A/11863 VZW Koninklijke Rupel Boom Football Club v. FIFA & Sakaryaspor A.S.

### MAIN LEGAL FINDINGS

The CAS Appeals Arbitration Division president decided that the request for provisional measure filed by the Koninklijke is dismissed.

#### Main issue

The CAS Appeals Arbitration Division president reasons that an international arbitral tribunal in Switzerland is empowered by PILA art. 183 to order provisional or conservatory measures at the request of one party. The division president is competent to consider an application for a stay by a party in accordance with CAS Code art. R37.

In addition, the CAS Appeals Arbitration Division president reasons that the division president must consider the following factors: (i) whether the stay requested is necessary to protect the applicant from irreparable harm; (ii) whether the applicant has reasonable chances to succeed on the merits; and (iii) whether the interests of the applicant outweigh those of the opposite parties and of third parties.

As such, the CAS Appeals Arbitration Division president reasons that the applicant must demonstrate that the requested stay is necessary to protect its position from damage or risks that would be impossible, or very difficult, to remedy or cancel at a later stage to meet the irreparable harm test. The applicant must demonstrate that its position is not obviously groundless and that it has reasonable chances eventually to win the case to meet the likelihood of success test.

Moreover, the CAS Appeals Arbitration Division president reasons that the applicant must demonstrate that the harm or inconvenience it would suffer from the refusal of the requested stay would be comparatively greater than the harm or inconvenience other parties would suffer from the granting of the provisional measures. These three requirements for the grant of a stay are cumulative.

The CAS Appeals Arbitration Division president reasons that a decision of a financial nature issued by a private Swiss association is not enforceable whenever it is appealed against. General allegations of potential harm do not suffice to establish irreparable harm without any concrete evidence to justify damage or potential damage.

The CAS Appeals Arbitration Division president notes that FIFA is a private Swiss association constituted under Swiss private law having its seat in Zurich, Switzerland. Consequently, the financial part of the FIFA DisCo decision is not enforceable during the appeal proceedings. As such, it cannot be stayed.

In addition, the CAS Appeals Arbitration Division president notes that Koninklijke has failed to explain or prove that, or how, it will suffer any irreparable harm if the requested stay is not granted concerning the disciplinary aspect of the FIFA DisCo decision.

The CAS Appeals Arbitration Division president decides that Koninklijke does not meet the requirements for the grant of a stay.

# CAS 2025/A/11555







## Ismaily Sports Club v. FIFA & Firas Chaouat

Reference number: [CAS 2025/A/11555](#)

Award date: 9 December 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Ismaily Sports Club	 Egypt	 <b>IF</b> Fédération Internationale de Football Association (FIFA)	 Switzerland
<b>CSS Sports</b> CSS Sports Sudan in Port Sudan-City	 Sudan	<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>LEGAL TEAM</b> Ahmed Alian Murad   Attorney-at-law Mohamed Reda Khader   Attorney-at-law		<b>RESPONDENT</b>	
<b>PANEL</b>		<b>RESPONDENT</b>	
<p><b>President.</b> <b>Patrick Grandjean</b> Attorney-at-law in Belmont, Switzerland</p> <p><b>Arbitrator.</b> <b>Rodrigo Arias Grillo</b> Attorney-at-law in Madrid, Spain</p> <p><b>Arbitrator.</b> <b>Lars Hilliger</b> Attorney-at-law in Copenhagen, Denmark</p>		<p><b>Player</b> <b>Firas Chaouat</b></p> <p> Tunisia</p> <p><b>LEGAL TEAM</b> Global Sport Consulting Law and Management Firm in Monastir, Tunisia <b>Ali Abbes</b>   Attorney-at-law <b>Mohamed Rokbani</b>   Attorney-at-law</p>	

### CATEGORY

Disciplinary

### ISSUES

sanction

### RELEVANT RULES & REGULATIONS

FIFA DC; art. 21  
SCC; art. 8

### LANGUAGE

English

### KEYWORDS

proportionality



### CASE LAW CITED

- » **Burden of proof, allocation:** CAS 2014/A/3546.
- » **Decision, final and binding:** CAS 2020/A/7346; 4347 & 7348.
- » **Failure to comply, financial hardship:** CAS 2006/A/1008; CAS 2013/A/3358; CAS 2018/A/5802; CAS 2018/A/5838; CAS 2019/A/6129; CAS 2020/A/7346; 4347 & 7348; CAS 2022/A/8917.
- » **Force majeure, conditions:** CAS 2021/A/7673 & 7699.
- » **Sanction, deference:** CAS 2018/A/6239; CAS 2022/A/8731; CAS 2024/A/10609.
- » **Sanction, enforceability:** CAS 2020/A/6769.
- » **Sanction, transfer ban:** CAS 2022/A/8731.
- » **Standard of proof, comfortable satisfaction:** ATF 130 III 321; SFT 4A\_248/2022; CAS 2021/A/7673-7699.

### ORIGIN

FIFA Judicial Bodies Disciplinary Committee

### Main issue

Does the sanction imposed on the club meet the proportionality test?

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

**CAS 2025/A/11555****Ismaily Sports Club v.  
FIFA & Firas Chaouat****Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **22 April 2025:** player requested disciplinary proceedings
- / **9 May 2025:** decision rendered
- / **10 June 2025:** grounds notified

**Before the Court of Arbitration for  
Sport**

- / **29 June 2025:** club filed statement of appeal
- / **29 June 2025:** club requested stay
- / **10 July 2025:** club filed appeal brief
- / **30 September 2025:** player filed answer
- / **8 October 2025:** panel constituted
- / **20 October 2025:** FIFA filed answer
- / **4 November 2025:** panel decided not to hold hearing
- / **4 November 2025:** CAS Court Office forwarded order of procedure to the parties
- / **9 December 2025:** panel issued award

## Background

The player and the club signed an employment agreement on 1 October 2022. The player terminated his employment contract on 25 June 2023 due to outstanding salaries. The player filed a claim before the FIFA DRC against the club on 18 July 2023. The FIFA DRC rendered its decision on 12 January 2024, partially accepting the player's claim.

The club filed an appeal before CAS on 7 February 2024 under CAS 2024/A/10331. The club filed a further request for provisional measures against FIFA before CAS under CAS 2025/O/11158. The CAS panel issued its award on 27 March 2024, partially upholding the club's appeal and reducing the amounts due to the player.

The player sent a formal notice to the club on 1 April 2025. The club did not comply with the CAS award. The player requested that the FIFA DisCo open disciplinary proceedings against the club on 22 April 2025. The FIFA DisCo rendered its decision on 9 May 2025, imposing a fine as an immediate sanction and a transfer ban as a conditional sanction. It is noteworthy that the FIFA DisCo rendered another disciplinary decision and sanctioned the club with a fine and a transfer ban on the same date. The FIFA DisCo notified its decision's grounds on 10 June 2025. The club appealed the parallel disciplinary proceedings decision before CAS on 12 June 2025 under CAS 2025/A/11515.

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

## » CAS 2025/A/11555 Ismaily Sports Club v. FIFA & Firas Chaouat

### MAIN LEGAL FINDINGS

The panel 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 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.

In addition, the panel reasons that *force majeure* is used to describe a situation or event that is beyond the control of the parties and that prevents them from fulfilling their contractual obligations. There is *force majeure* when an unforeseeable and extraordinary event occurs with irresistible force. As such, a *force majeure* event constitutes an exception to *pacta sunt servanda*. However, financial difficulties are not an excuse for failure to pay a debt or to comply with a CAS award.

The panel notes that financial hardship is not a valid excuse to comply with the CAS award. In addition, the sanctions imposed on the club are standard sanctions and included in the FIFA DC art. 21 framework. As such, the sanctions are proportionate to the offense and are not arbitrary.

The panel decides that the sanction imposed on the club meets the proportionality test.

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Court of Arbitration for Sport

**FIFA Judicial Bodies**

# Ethics Committee

FIFA



# CAS 2024/A/10586


## Abu Nayeem Shohag v. Fédération Internationale de Football Association (FIFA)

Reference number: [CAS 2024/A/10586](#)

Award date: 30 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Official</b> <b>Abu Nayeem Shohag</b>	 Bangladesh	 <b>IF</b> <b>Fédération Internationale de Football Association (FIFA)</b>	 Switzerland
<b>LEGAL TEAM</b> <b>Antoine Boesch</b>   Attorney-at-law in Geneva, Switzerland		<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	
<b>PANEL</b>	<b>President.</b> <b>Jacopo Tognon</b> Professor and Attorney-at-law in Padova, Italy	<b>Arbitrator.</b> <b>Rabab Yasseen</b> Attorney-at-law in Geneva, Switzerland	<b>Arbitrator.</b> <b>Wouter Lambrecht</b> Attorney-at-law in Carouge, Switzerland

### CATEGORY

Ethics

### ISSUES

FIFA Forward; sanction

### RELEVANT RULES & REGULATIONS

Bangladeshi MA Statutes; arts. 58, 59

CAS Code; art. R57(1)

FIFA CE, ed. 2023; arts. 2, 3, 6(2), 9(1), 10, 11, 12, 13, 14, 15, 16, 25, 50

### LANGUAGE

English

### KEYWORDS

falsification; forgery; procurement process; recidivism

### CASE LAW CITED

- » **De novo review, scope:** CAS 2016/A/4384.
- » **Request for relief, implicit request:** CAS 2020/A/6950.
- » **Request for relief, ne ultra petita:** CAS 2016/A/4384; CAS 2017/A/5339; CAS 2018/A/5635; CAS 2020/A/6916; CAS 2020/A/6950.



### ORIGIN

FIFA Judicial Bodies Ethics Committee

### Main issue

#### Did the official violate the FIFA Code of Ethics?

Yes, the official used forged or falsified documents negligently in procurement process.

**CAS 2024/A/10586**

Abu Nayeem Shohag v. Fédération  
Internationale de Football Association (FIFA)

### Before the FIFA Judicial Bodies Ethics Committee

- / **9 October 2023:** adjudicatory proceedings opened
- / **16 October 2023:** official requested hearing
- / **16 October 2023:** official requested deadline extension
- / **16 October 2023:** official requested proceedings suspension
- / **30 October 2023:** hearing request granted
- / **30 October 2023:** deadline extension granted
- / **1 November 2023:** official reiterated requests
- / **6 November 2023:** suspension request denied
- / **6 November 2023:** further deadline extension denied
- / **28 November 2023:** official requested evidence production
- / **28 November 2023:** official requested proceedings suspension
- / **30 November 2023:** official filed submission
- / **7 December 2023:** evidence production granted
- / **7 December 2023:** suspension request denied
- / **7 December 2023:** 2<sup>nd</sup> round submission granted
- / **13 December 2023:** evidence submitted
- / **12 January 2024:** official filed submission
- / **7 February 2024:** online hearing held
- / **12 February 2024:** evidence submitted
- / **14 February 2024:** submission filed
- / **26 February 2024:** official filed submission
- / **7 March 2024:** decision rendered
- / **23 May 2024:** grounds notified

### Before the Court of Arbitration for Sport

- / **13 June 2024:** official filed statement of appeal
- / **13 June 2024:** official requested proceedings suspension
- / **13 June 2024:** official requested stay
- / **20 June 2024:** FIFA objected both
- / **27 June 2024:** suspension request denied
- / **26 August 2024:** stay denied
- / **2 September 2024:** official filed appeal brief
- / **21 November 2024:** FIFA filed answer
- / **22 November 2024:** panel constituted
- / **3 February 2025:** panel decided to hold in-person hearing
- / **25 February 2025:** panel decided to hold online hearing instead
- / **20 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **28 May 2025:** panel held online hearing
- / **30 October 2025:** panel issued award

## Background

The Bangladeshi MA and FIFA agreed on an action plan on 15 April 2021 that included the monitoring by a third-party of the Bangladeshi MA financial procedures regarding the use of FIFA funds. The third-party identified several issues relayed to the FIFA Legal & Compliance Division, which shared the findings with the FIFA Ethics Committee Investigatory Chamber.

On 27 March 2023, the FIFA Ethics Committee Investigatory Chamber engaged an expert in graphistics, documentoscopy, and document forgery to examine the authenticity of the quotations submitted in the procurement processes. On 25 April 2023, the expert submitted his expert opinion.

Between 22 March 2021 and 11 June 2023, the FIFA Ethics Committee Investigatory Chamber and the Bangladeshi MA exchanged several communications. *Inter alia*, the FIFA Ethics Committee Investigatory Chamber requested the Bangladeshi MA to provide information and documentation to clarify the amounts involved in those procurement processes and the rationale behind the identified transactions containing the alleged irregularities.

On 23 June 2023, the FIFA Ethics Committee Investigatory Chamber determined that there was a *prima facie* case against the official, then the Bangladeshi MA secretary general, for having committed violations of the FIFA CE and notified him of the opening of formal investigations. Specifically, for breaches of the FIFA CE arts. 14, 16 and 25.

After due course, the FIFA Ethics Committee Investigatory Chamber closed the investigation proceedings and submitted its final report to the FIFA Ethics Committee Adjudicatory Chamber on 28 September 2023. In short, the report found that the official was essential to the misuse of FIFA Forward programme funds due to his participation and signatures in four procurement processes for goods and services that use falsified/forged quotations.

On 9 October 2023, the FIFA Ethics Committee Adjudicatory Chamber opened disciplinary proceedings against the official based on the findings of the report. On 7 March 2024, the FIFA Ethics Committee Adjudicatory Chamber rendered its decision, sanctioning the official. The FIFA Ethics Committee Adjudicatory Chamber notified its decision's grounds on 23 May 2024.

The official filed his appeal with CAS requesting that the panel set aside the FIFA Ethics Committee decision. FIFA filed its answer requesting that the panel confirm the FIFA Ethics Committee decision.

## » CAS 2024/A/10586 Abu Nayeem Shohag v. Fédération Internationale de Football Association (FIFA)

### MAIN LEGAL FINDINGS

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

#### Main issue

The panel reasons that the FIFA CE art. 25 penalizes behaviours that constitute forging documents, falsifying authentic documents, or using a forged/falsified document. As such, it does not require the offender himself to forge or falsify a document as the use of a falsified document is sufficient to constitute a breach.

Moreover, the panel reasons that a forged or falsified document does not need to be used by the same person forging or falsifying it for a breach to occur. It suffices for an offender to negligently use a document that was forged or falsified by someone else to be held responsible for breaching the FIFA CE art. 25.

The panel notes that the official was aware of prior investigations. Nevertheless, he signed comparative statements and purchase orders without due diligence. Particularly, quotations for four procurement processes that included forged or falsified documents. The official participated in these procurement processes throughout. The FIFA Forward programme backed these procurement processes. As such, he was negligent in his decision-making, which led to his breach of the FIFA CE art. 25(1). Moreover, he breached the FIFA CE arts. 14 and 16(1) under attempted act.

The panel decides the official used forged or falsified documents negligently in procurement process.

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Court of Arbitration for Sport

# FIFA Clearing House

FIFA



# CAS 2025/A/11117

## Sporting Club Accra v. Leicester City FC & FIFA

Reference number: [CAS 2025/A/11117](#)

Award date: 11 November 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Sporting Club Accra</b>	 Ghana	 <b>Club</b> <b>Leicester City FC</b>	 England
<b>LEGAL TEAM</b> Berlin Sports Law in Lisbon, Portugal <b>Jan Schweele</b>   Attorney-at-law <b>Thomas Prestes Bosak</b>   Attorney-at-law <b>Iñigo Vicente Alustiza</b>   Attorney-at-law		<b>LEGAL TEAM</b> Centrefield LLP in Manchester, United Kingdom <b>Robert Danvers</b>   Attorney-at-law <b>Stuart Baird</b>   Attorney-at-law	
SOLE ARBITRATOR		RESPONDENT	
<b>Fabio Iudica</b>   Attorney-at-law in Milan, Italy		 <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	

**CATEGORY**

Clearing House

**ISSUES**

admissibility; jurisdiction; training rewards

**RELEVANT RULES & REGULATIONS**

CAS Code; arts. R47, R56, R57  
 FIFA CHR; arts. 6, 8, 9, 10, 18  
 FIFA RSTP; art. 20  
 FIFA RSTP, annexe 4; art. 2(1)

**LANGUAGE**

English

**KEYWORDS**

appealable decision; denial of justice; EPP;  
 training compensation

**CASE LAW CITED**

- » **De novo review, denial of justice:** CAS 2008/A/1574.
- » **Decision, essential elements:** CAS 2008/A/1633; CAS 2020/A/6921 & 7297; CAS 2020/A/7590 & 7591; CAS 2022/A/8571; CAS 2024/A/10470; CAS 2024/A/10525.
- » **Jurisdiction, denial of justice:** CAS 2005/A/944; CAS 2024/A/10878.

**ORIGIN**

FIFA Clearing House

**Preliminary issue****Is Accra's appeal admissible?**

Yes, Accra's appeal is admissible.

**Main issue****Did FIFA correctly dismiss Accra's claim?**

Yes, FIFA correctly dismissed Accra's claim.

**CAS 2025/A/11117****Sporting Club Accra v.  
Leicester City FC & FIFA****Before the Court of Arbitration for  
Sport**

- / **2 January 2025:** Accra filed statement of appeal
- / **7 February 2025:** Accra filed appeal brief
- / **10 February 2025:** Accra requested legal aid
- / **27 March 2025:** legal aid granted
- / **30 April 2025:** Leicester filed answer
- / **30 April 2025:** FIFA filed answer
- / **13 May 2025:** sole arbitrator appointed
- / **27 May 2025:** Leicester requested evidence production
- / **5 June 2025:** evidence production granted
- / **16 June 2025:** Accra filed comments upon request
- / **16 June 2025:** Accra filed new evidence
- / **30 June 2025:** Leicester filed comments
- / **8 August 2025:** CAS Court Office forwarded order of procedure to the parties
- / **8 August 2025:** sole arbitrator decided not to hold hearing
- / **11 November 2025:** sole arbitrator issued award

## Background

A Ghanaian player transferred from a Ghanaian club to Leicester on 31 January 2023. FIFA generated the player's provisional EPP on 31 January 2023, releasing the EPP for review. Two member associations intervened in the EPP to upload the player's proof of registration with its associated clubs.

FIFA approved the EPP, in which the player was found to be registered with Accra from 5 August 2016 until 31 December 2019 as an amateur player. The FIFA General Secretariat issued on 13 July 2023 the determination on the EPP, finding that Accra was not entitled to training compensation and solidarity contribution under the FIFA RSTP annexe 4 arts. 2(1)(b) and 3(1).

Accra filed a claim with the FIFA Football Tribunal Dispute Resolution Chamber on 26 November 2024, requesting training compensation in connection with the player's registration with Leicester. The FIFA Player Registration & Data Transfer Department invited Accra to complete its claim on 30 November 2024.

Accra filed its submission and new evidence on 4 December 2024. Specifically, Accra submitted the player's passport as issued by the Ghanaian MA, which included different information from what had already been established in the EPP review process. Particularly, it states that the player was registered with Accra as an amateur player from 5 August 2016 to 4 September 2020.

The FIFA Clearing House Department issued a communication on 12 December 2024 on behalf of the FIFA Football Tribunal. In its communication, the FIFA Clearing House Department informed Accra that it had closed Accra's claim as: (i) the transfer at the basis of Accra's claim occurred after 16 November 2022; and (ii) Accra participated in the EPP review process related to the transfer at the basis of its claim. The FIFA Clearing House Department notified its decision on 12 December 2024.

Accra filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA General Secretariat decision. Leicester and FIFA filed their respective answers requesting that the sole arbitrator confirm the FIFA General Secretariat decision.

## » CAS 2025/A/11117 Sporting Club Accra v. Leicester City FC & FIFA

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Accra is dismissed; (b) the FIFA Clearing House Department decision is confirmed; (c) the award is pronounced without costs; and (d) Accra shall pay Leicester a contribution of CHF 2,500 towards legal fees and other expenses.

#### Preliminary issue

The sole arbitrator reasons that the form of communication has no relevance to determine whether there exists a decision. In particular, the fact that communication is made in the form of a letter does not rule out the possibility that it constitutes a decision subject to appeal. Communication may be qualified as a decision if it contains a ruling intended to affect the legal situation of the recipient or other parties.

The sole arbitrator notes that the FIFA Clearing House Department letter is the expression of a decision-making process. As such, it is a decision that produces legal effects pertaining to the admissibility of Accra's claim. Particularly, the FIFA Clearing House Department's determination to close Accra's claim is a negative ruling affecting its legal situation.

The sole arbitrator decides that Accra's appeal is admissible.

#### Main issue

The sole arbitrator reasons that a formal denial of justice occurs if the judicial body fails to rule within a reasonable period on a request falling within its competence either due to inactivity or lack of answer. In addition, a denial of justice may occur when the decision not to open a case is arbitrary or if it offends the sense of justice and equity.

Moreover, the sole arbitrator reasons that any allegation of denial of natural justice or any defect or procedural error even in violation of the principle of due process which may have occurred at first instance will be cured by the arbitration proceedings before the appeal panel. As such, the appeal panel is not required to consider any such allegations.

The sole arbitrator further reasons that the generation of the EPP is a one-time process for each event that may trigger a training reward payment. The process involves the initial generation of a provisional EPP, which is subject to inspection and revision by the FIFA General Secretariat and the interested parties.

Particularly, the sole arbitrator reasons that the interested parties may contribute to completing or correcting the information contained in the EPP, and they may submit requests for amendments. At the end of the review process, the FIFA General Secretariat issues the final EPP.

The sole arbitrator notes that any allegation pertaining to denial of justice is moot. In addition, Accra took part in the relevant EPP review process within the meaning and for the purpose of the FIFA CHR art. 18(2). As such, Accra was not entitled to lodge a claim with the FIFA DRC.











The sole arbitrator decides that the FIFA Clearing House Department correctly dismissed Accra's claim.

**CAS 2024/A/10615****Larissa FC v.  
FIFA, Velez Sarsfield, Deportivo  
Moron & Famalicao FC**Reference number: [CAS 2024/A/10615](#)

Award date: 24 November 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT	RESPONDENT	RESPONDENT
 <b>Club Larissa Football Club</b>  Greece	 <b>IF Fédération Internationale de Football Association (FIFA)</b>  Switzerland	 <b>Club Atlético Vélez Sarsfield</b>  Argentina
<b>LEGAL TEAM</b> <b>Alkiviadis Papantoniou</b>   Attorney-at-law in Athens, Greece <b>Sergio Sánchez Fernández</b>   Attorney-at-law in Cáceres, Spain <b>Tayba Jawad Rodriguez</b>   Attorney-at-law in Cáceres, Spain	<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	<b>LEGAL TEAM</b> <b>Santiago Casares</b>   Attorney-at-law in Buenos Aires, Argentina <b>Rafael Trevisan</b>   Attorney-at-law in Buenos Aires, Argentina <b>Emanuel Diaz Mirabile</b>   Attorney-at-law in Buenos Aires, Argentina
SOLE ARBITRATOR	RESPONDENT	RESPONDENT
<b>Marco Balmelli</b>   Attorney-at-law in Basel, Switzerland	 <b>Club Deportivo Moron</b>  Argentina	 <b>Futebol Clube de Famalicao</b>  Portugal
	<b>LEGAL TEAM</b> <b>Eduardo Alberto Martins</b>   Attorney-at-law in Buenos Aires, Argentina <b>Juan Manuel Prieto</b>   Attorney-at-law in Buenos Aires, Argentina <b>Leonardo Martín Villarruel</b>   Moron's secretary in Buenos Aires, Argentina	<b>LEGAL TEAM</b> <b>Rafaela Graça</b>   Attorney-at-law in Vila Nova de Famalicao, Portugal <b>Ricardo Tavares</b>   Attorney-at-law in Vila Nova de Famalicao, Portugal

**CATEGORY**

Clearing House

**ISSUES***locus standi*; training rewards**RELEVANT RULES & REGULATIONS**

CAS Code; arts. R31(3), R57(1)  
 FIFA CHR; arts. 4, 9  
 FIFA RSTP; arts. 5(2), 19, 20  
 FIFA RSTP, annexe 4; arts. 2(3), 6  
 TFEU; art. 45

**LANGUAGE**

English

**KEYWORDS**

EPP; mandatory joinder; standing to be sued; training compensation

**CASE LAW CITED**

- » **De novo review, procedural flaws:** CAS 2019/A/6409.
- » **De novo review, scope:** CAS 2007/A/1394; CAS 2022/A/8882; CAS 2022/A/9219.
- » **EU competition law, sanction:** OLG Bremen 2 U 67/14; BGH II ZR 25/15.
- » **EU competition law, training compensation:** CAS 2013/A/3119.
- » **Locus standi, mandatory joinder:** TAS 2024/A/10858.
- » **Training compensation, mitigation:** CAS 2009/A/1757.
- » **Training compensation, waiver:** CAS 2004/A/635; CAS 2009/A/1919.

**ORIGIN**

FIFA Clearing House

**Main issue n.1****Do the Argentinean MA and the Portuguese MA qualify as mandatory respondents to Larissa's claim due to their EPP data responsibility?**

Yes, the Argentinean MA and the Portuguese MA qualify as mandatory respondents to Larissa's claim due to their EPP data responsibility.

**Main issue n.2****Did the FIFA Clearing House correctly assess the training rewards due by Larissa?**

Yes, the FIFA Clearing House correctly assessed the training rewards due by Larissa.

**CAS 2024/A/10615****Larissa FC v. FIFA, Velez Sarsfield,  
Deportivo Moron & Famalicao FC****Before the Court of Arbitration for  
Sport**

- / **24 May 2025:** Larissa filed statement of appeal
- / **11 June 2024:** Larissa requested evidence production
- / **18 June 2024:** FIFA objected
- / **1 July 2024:** Larissa filed comments
- / **19 February 2025:** sole arbitrator appointed
- / **25 February 2025:** evidence production partially granted
- / **25 February 2025:** FIFA filed comments
- / **7 March 2025:** Larissa filed comments
- / **2 April 2025:** sole arbitrator held online CMC
- / **22 April 2025:** Larissa filed appeal brief
- / **6 June 2025:** FIFA filed answer
- / **7 June 2025:** Velez filed answer
- / **9 June 2025:** Moron filed answer
- / **9 June 2025:** Famalicao filed answer
- / **27 June 2025:** sole arbitrator decided to hold hearing
- / **8 July 2025:** CAS Court Office forwarded order of procedure to the parties
- / **22 July 2025:** sole arbitrator held online hearing
- / **24 November 2025:** sole arbitrator issued award

**Background**

An Argentinean player was registered with Larissa on 1 September 2023. His registration triggered training rewards to be paid to the player's training clubs. FIFA generated the player's provisional EPP on 4 September 2023. FIFA released the EPP for review on 15 September 2023. The Portuguese MA participated in the EPP review process and uploaded a TMS transfer report order on 25 September 2023. FIFA moved the EPP into validation on 3 October 2023.

FIFA submitted a request for further submission of documentation in the EPP to Larissa via the TMS Portal on 25 March 2024. FIFA moved the EPP into validation again on 30 March 2024. FIFA submitted a second request for submission of documentation in the EPP to Larissa on 2 April 2024. FIFA moved the EPP into validation once more on 6 April 2024 and on 13 April 2024.

FIFA issued the EPP determination on 3 May 2024, which automatically generated the allocation statement. In short, Velez, Moron, and Famalicao were entitled to receive training rewards from Larissa.

Larissa filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA General Secretariat decision. FIFA, Velez, Moron, and Famalicao filed their respective answers requesting that the sole arbitrator confirm the FIFA General Secretariat decision.

## » CAS 2024/A/10615 Larissa FC v. FIFA, Velez Sarsfield, Deportivo Moron & Famalicao FC

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Larissa is dismissed; (b) the FIFA General Secretariat decision is confirmed; (c) the costs of the arbitration are borne by Larissa; and (d) Larissa shall pay Velez, Moron, and Famalicao a contribution in the amount of CHF 1,500 each towards the legal fees and other expenses.

#### Main issue n.1

The sole arbitrator reasons that it is the member association's responsibility to provide correct and complete information to the TMS via their electronic registration and transfer system under the FIFA CHR art. 4.

The sole arbitrator notes that the correct addressees for any claim that false information was included in the EPP would be the Argentinean MA and the Portuguese MA. Larissa did not include either as respondent, leaving both without the possibility to exercise their right to be heard in the proceedings.

The sole arbitrator decides that the Argentinean MA and the Portuguese MA qualify as mandatory respondents to Larissa's claim due to their EPP data responsibility.

#### Main issue n.2

The sole arbitrator reasons that a CAS panel has full power to review the facts and the law.

The sole arbitrator notes that Larissa did not discharge its burden of proof that FIFA: (i) committed any mistake during the EPP determination and allocation statement process; (ii) infringed European law; or (iii) incorrectly assessed the surrounding facts and circumstances regarding the player's transfer that led FIFA not to reduce the overall amount of the transfer compensation due to the player's training clubs.

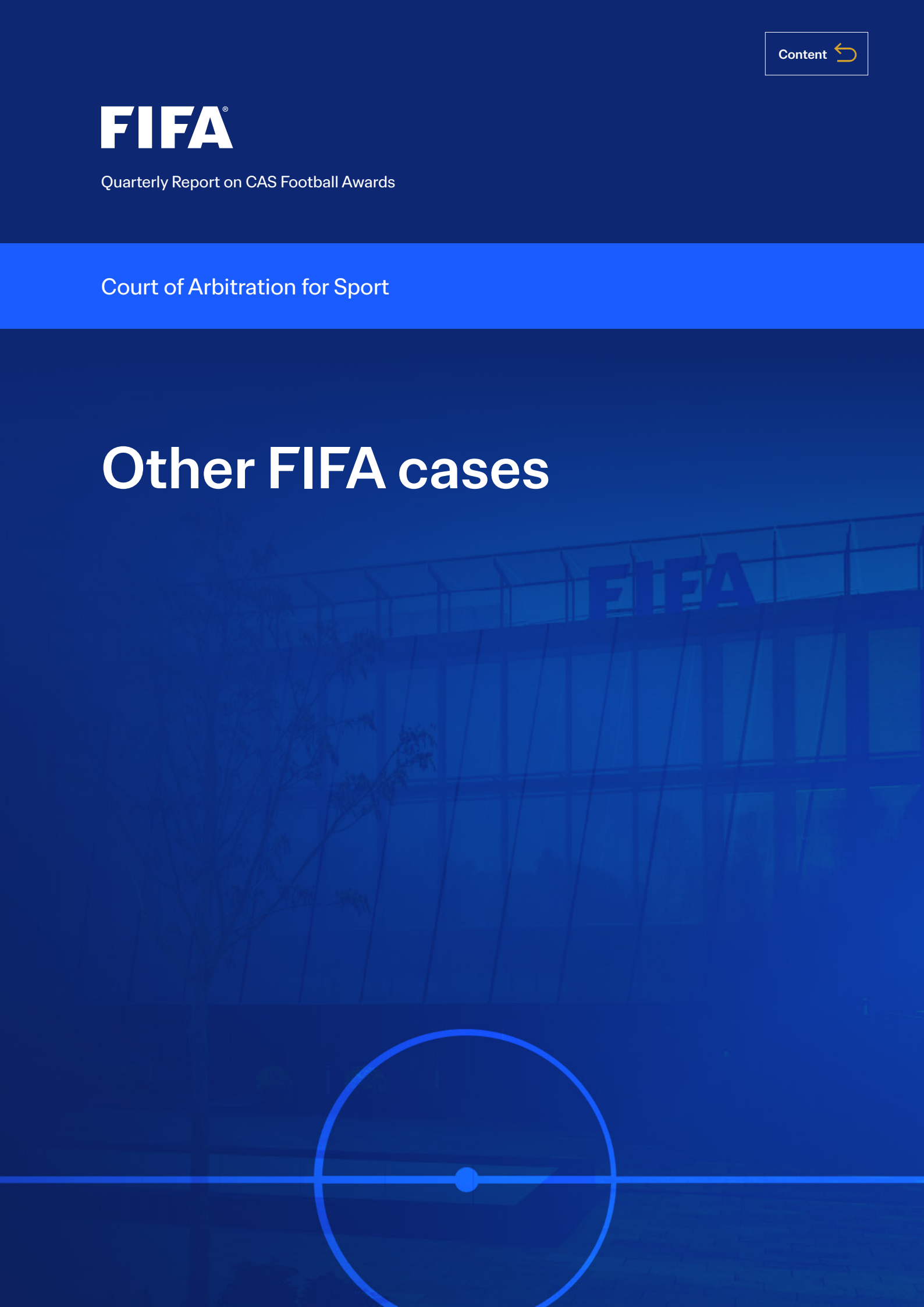
The sole arbitrator decides that the FIFA Clearing House correctly assessed the training rewards due by Larissa.

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## Other FIFA cases



# CAS 2025/A/11173

## Tullio Tinti v. FIFA

Reference number: [CAS 2025/A/11173](#)

Award date: 22 October 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	
<b>PANEL</b>	<b>President.</b> <b>Rui Botica Santos</b> Attorney-at-law in Lisbon, Portugal	<b>Arbitrator.</b> <b>Giulio Palermo</b> Attorney-at-law in Geneva, Switzerland	<b>Arbitrator.</b> <b>Jan Räker</b> Attorney-at-law in Stuttgart, Germany

**CATEGORY**

Agents

**ISSUES**

agent; jurisdiction

**RELEVANT RULES & REGULATIONS**

FIFA FAR; arts. 5(1)(a)(iii), 17, 21

**LANGUAGE**

English

**KEYWORDS**

delegation of powers; eligibility; lack of jurisdiction; agent license; suspension

**CASE LAW CITED**

- » **De novo review, scope:** CAS 2021/A/8334; TAS 2024/A/10578.
- » **Delegation of powers, jurisdiction:** CAS 2024/A/10918.

**ORIGIN**

FIFA General Secretariat

**Main issue**

**Did the FIFA General Secretariat have jurisdiction to impose the suspension of the agent's license?**

No, the FIFA General Secretariat did not have jurisdiction to impose the de facto definitive suspension of the agent's license.

**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:** stay denied
- / **4 June 2025:** panel decided to hold hearing
- / **11 June 2025:** agent requested hearing postponement
- / **20 June 2025:** request granted
- / **4 September 2025:** panel held in-person hearing
- / **22 October 2025:** panel issued award

## 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's 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 that the panel set aside the FIFA General Secretariat decision. FIFA filed its answer requesting that the panel confirm the FIFA General Secretariat decision.

## » CAS 2025/A/11173 Tullio Tinti v. FIFA

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the agent is upheld; (b) the FIFA General Secretariat decision is set aside; (c) FIFA is ordered to reinstate the agent's license; (d) the costs of the arbitration are borne by FIFA; and (e) FIFA shall pay the agent a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

#### Main issue

The panel reasons that the FIFA General Secretariat: (i) is empowered to open and conduct an investigation when it forms the belief that there are grounds to consider that a football agent does not meet the eligibility requirements; (ii) must inform the football agent of that belief and grant the agent an opportunity to be heard; (iii) is authorized to impose an automatic provisional suspension if it considers that the agent does not meet the eligibility requirements; and (iv) must refer the matter to the FIFA DisCo for final determination.

In addition, the panel reasons that a formation of a belief is not tantamount to a finding, a decision, or a determination. The formation of a belief constitutes no more than a *prima facie* assessment, without a thorough analysis or full discussion of the underlying matter. It is a purely internal process and cannot be regarded as a disciplinary proceeding. It triggers the opening of a disciplinary proceeding.

Moreover, the panel reasons that a provisional suspension presupposes its limited duration and a clear prospect of subsequent review or replacement by a final decision of the competent body. As such, it is temporary and short-term in nature. Otherwise, it is transformed into one of indefinite duration.

The panel notes that the FIFA General Secretariat carried out the first three steps accordingly. However, it was unable to take the fourth step and refer the matter to the FIFA DisCo for final determination due to the FIFA FAR art. 21 suspension. The absence of clarity and foreseeability as to when the provisional suspension may be reviewed by the FIFA DisCo transforms it into one of indefinite duration.

In addition, the panel notes that no FIFA body is competent to determine whether the eligibility requirements are satisfied or to lift the provisional suspension imposed by the FIFA General Secretariat now due to the regulatory vacuum. As such, the institutional impasse alters the legal nature of the provisional measure into a *de facto* definitive suspension. The FIFA General Secretariat does not have jurisdiction to impose such sanctions.

The panel decides that the FIFA General Secretariat did not have jurisdiction to impose the *de facto* definitive suspension of the agent's license.

# CAS 2025/A/11162









## Asociación Liga Deportiva Alajuelense v. Club León, Club de Fútbol Pachuca & FIFA

Reference number: [CAS 2025/A/11162](#)

Award date: 7 November 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club Asociación Liga Deportiva Alajuelense</b>	 Costa Rica	 <b>Club León</b>	 Mexico
<b>LEGAL TEAM</b> Alberto Ruiz de Aguiar Díaz-Obregón   Attorney-at-law in Madrid, Spain Botond Pintér   Attorney-at-law in Madrid, Spain		<b>LEGAL TEAM</b> Gorka Villar Bollain   Attorney-at-law in Madrid, Spain	
PANEL		RESPONDENT	
<b>President.</b> <b>Roberto Moreno</b> Professor and Attorney-at-law in Asunción, Paraguay		 <b>Club de Fútbol Pachuca</b>	 Mexico
<b>Arbitrator.</b> <b>David Arias</b> Professor and Attorney-at-law in Madrid, Spain		<b>LEGAL TEAM</b> Lucas Ferrer   Attorney-at-law in Barcelona, Spain Luis Torres   Attorney-at-law in Barcelona, Spain	
<b>Arbitrator.</b> <b>Juan Pablo Arriagada Aljaro</b> Attorney-at-law in Santiago, Chile		RESPONDENT	
		 <b>IF Fédération Internationale de Football Association (FIFA)</b>	 Switzerland
		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard   Director of litigation Roberto Nájera Reyes   Head of litigation	

### CATEGORY

Other

### ISSUES

competition; damages; jurisdiction; *locus standi*; multi-club ownership

### RELEVANT RULES & REGULATIONS

CAS Code; arts. R28, R47  
FIFA CWC Regulations; arts. 10, 11  
FIFA DC; arts. 1, 2, 56, 57, 60  
FIFA Statutes; art. 50(l)  
PILA; arts. 176(l); 186(l)  
SCC; art. 2(l)

### LANGUAGE

English

### KEYWORDS








compensation; denial of justice; exhaustion of internal remedies; eligibility; MCO group; replacement; standing to sue

### CASE LAW CITED

- » **Competition, eligibility:** CAS 98/200; CAS 2015/A/4097.
- » **Competition, participation:** CAS 2016/A/4657.
- » **Competition, replacement:** CAS 2015/A/4151.
- » **De novo review, limitation:** CAS 2014/A/3776; CAS 2017/A/5195.
- » **De novo review, scope:** CAS 2007/A/1426; CAS 2014/A/3523; CAS 2014/A/3776; TAS 2017/A/5195; TAS 2020/A/7468; CAS 2023/A/9867.
- » **Decision, essential elements:** CAS 2004/A/748; CAS 2005/A/899; CAS 2007/A/1251; CAS 2008/A/1583 & 1584; CAS 2008/A/1633.
- » **Jurisdiction, denial of justice:** ATF 134 I 229; ATF 135 I 6; CAS 2005/A/899; CAS 2005/A/944; CAS 2017/A/5460.
- » **Jurisdiction, exhaustion of internal legal remedies:** SFT 4A\_682/2012.
- » **Locus standi, merits issue:** ATF 128 II 50; ATF 126 III 59; ATF 137 I 296; SFT 4A\_620/2015; SFT 4A\_426/2017; CAS 2016/A/4602; CAS 2018/A/5746; CAS 2020/A/6694; TAS 2021/A/7650.
- » **Locus standi, standing to appeal:** CAS 2017/A/5054.
- » **Locus standi, standing to sue:** ATF 131 II 649; ATF 133 II 353; CAS 2008/A/1674; CAS 2009/A/1880 & 1881; CAS 2013/A/3140; CAS 2015/A/3880.
- » **Principles, contra proferentem:** CAS 2008/A/1622 & 1624; CAS 2013/A/3324 & 3369; CAS 2016/A/4839.
- » **Principles, venire contra factum proprium:** CAS 2008/O/1455; CAS 2015/A/4195.
- » **Regulatory interpretation, association:** SFT 4A\_314/2017; CAS 2013/A/3365 & 3366; CAS 2020/A/7008 & 7009; CAS 2020/A/7331; CAS 2020/A/7356; CAS 2022/A/8915, 8918, 8919 & 8920 [editor's note: inference].

**CAS 2025/A/11162**

Asociación Liga Deportiva Alajuelense v. Club León, Club de Fútbol Pachuca &amp; FIFA

APPELLANT		RESPONDENT	
 <b>Club</b> <b>Asociación Liga Deportiva Alajuelense</b>	 Costa Rica	 <b>Club</b> <b>Club León</b>	 Mexico
<b>LEGAL TEAM</b> <b>Alberto Ruiz de Aguiar Díaz-Obregón</b>   Attorney-at-law in Madrid, Spain <b>Botond Pintér</b>   Attorney-at-law in Madrid, Spain		<b>LEGAL TEAM</b> <b>Gorka Villar Bollain</b>   Attorney-at-law in Madrid, Spain	
PANEL		RESPONDENT	
<b>President.</b> <b>Roberto Moreno</b> Professor and Attorney-at-law in Asunción, Paraguay		 <b>Club</b> <b>Club de Fútbol Pachuca</b>	 Mexico
<b>Arbitrator.</b> <b>David Arias</b> Professor and Attorney-at-law in Madrid, Spain		<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>Arbitrator.</b> <b>Juan Pablo Arriagada Aljaro</b> Attorney-at-law in Santiago, Chile		RESPONDENT	
		 <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>Roberto Nájera Reyes</b>   Head of litigation	

**ORIGIN** | FIFA Secretary General**Preliminary issue n.1****Does CAS have jurisdiction to hear the dispute?**

Yes, CAS has jurisdiction to hear the dispute based on denial of justice.

**Preliminary issue n.2****Does LDA need to exhaust FIFA's internal legal remedies?**

No, LDA does not need to exhaust FIFA's internal legal remedies.

**Main issue n.1****Is LDA's claim for damages admissible?**No, LDA's claim for damages is inadmissible as it falls outside the *de novo* review scope as LDA did not raise it in the original proceedings.**Main issue n.2****Does LDA have standing to sue?**

No, LDA does not have standing to sue as its appeal is premature and without object.

**CAS 2025/A/11162****Asociación Liga Deportiva Alajuelense v. Club León, Club de Fútbol Pachuca & FIFA****Before the Court of Arbitration for Sport**

- / **3 February 2025:** LDA filed Statement of Appeal
- / **3 February 2025:** LDA requested SoA as appeal brief
- / **3 February 2025:** LDA requested expedited proceedings
- / **5 February 2025:** FIFA objected expedited proceedings
- / **5 February 2025:** Pachuca objected expedited proceedings
- / **7 February 2025:** León objected expedited proceedings
- / **14 February 2025:** FIFA requested bifurcation
- / **19 February 2025:** León agreed
- / **19 February 2025:** Pachuca agreed
- / **19 February 2025:** LDA objected
- / **19 February 2025:** LDA requested evidence production
- / **5 March 2025:** panel constituted
- / **13 March 2025:** bifurcation denied
- / **19 March 2025:** panel decided to hold hearing
- / **26 March 2025:** FIFA filed comments
- / **26 March 2025:** FIFA reiterated bifurcation request
- / **26 March 2025:** León agreed
- / **26 March 2025:** Pachuca agreed
- / **27 March 2025:** LDA objected
- / **27 March 2025:** LDA requested evidence production
- / **31 March 2025:** bifurcation denied
- / **1 April 2025:** evidence request granted
- / **3 April 2025:** FIFA filed evidence upon request
- / **7 April 2025:** LDA filed submission
- / **8 April 2025:** FIFA filed comments
- / **8 April 2025:** León filed comments
- / **8 April 2025:** Pachuca filed comments
- / **14 April 2025:** FIFA filed answer

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**Background**

On 16 December 2022, the FIFA Council convened in Doha, Qatar, approved a 32-team international club competition named the FIFA Club World Cup. On 14 February 2023, the FIFA Council approved the slot allocation for the competition, including 4 slots for CONCACAF teams. On 14 March 2023, the FIFA Council approved key principles of access to the competition.

On 4 June 2023, León won the CONCACAF Champions Cup and qualified for the competition in accordance with its access principles. On 1 June 2024, Pachuca won the CONCACAF Champions Cup and qualified for the competition in accordance with its access principles.

On 3 October 2024, the FIFA Council approved the FIFA Club World Cup 2025 Regulations, which established a specific rule regarding multi-club ownership in its art. 10. On 17 October 2024, FIFA requested information, and supporting evidence, from the clubs in accordance with the FIFA CWC Regulations art. 11. In short, FIFA's stated purpose for the request was to conduct an initial exam of possible links between the group and the clubs to ascertain their compliance with the FIFA CWC Regulations art. 10.

On 23 October 2024, both clubs replied in separate letters, providing several documents. On 30 October 2024, FIFA informed Liga MX about its preliminary analysis on the control and influence structures relating to the group and the clubs, requesting a series of documents. On the same date, FIFA wrote to the clubs and requested them to transmit a new series of documents. On 6 November 2024, Liga MX replied to FIFA's request. On 8 November 2024, the clubs replied to FIFA's request.

On 19 November 2024, LDA filed a complaint alleging that León and Pachuca were part of the same multi-club ownership group under Grupo Pachuca. As such, it requested exclusion of one club and its own inclusion in the club's place. FIFA replied on 22 November 2024 stating the matter was under analysis but did not address substantive requests. LDA reiterated its position on 27 November 2024 and 9 December 2024. FIFA replied on 10 December 2024. LDA restated its position on 16 January 2025.

On 3 February 2025, FIFA sent a short-form version of the participation agreement to all qualified clubs, requesting that the clubs provide a signed version by 7 February 2025. On the same date, LDA filed an appeal before CAS. On 6 February 2025, the clubs submitted signed copies of the participation agreement.

On 7 February 2025, the FIFA General Secretariat sent a letter to the FIFA DisCo chairperson expressing doubts as to whether Pachuca and León complied with the criteria outlined in the FIFA CWC Regulations art. 10, thus referring the case to the FIFA DisCo. On 11 February 2025, the FIFA DisCo opened disciplinary proceedings against the clubs and included in the case file documents that FIFA had received from the clubs and Liga MX.

On 24 February 2025, the clubs submitted their respective initial observations regarding the alleged breach. On the same date, the FIFA DisCo chairperson referred the case to the FIFA Appeal Committee pursuant to the FIFA DC art. 56(3) given the urgency of the proceedings and possible consequences to the competition.

**CAS 2025/A/11162****Asociación Liga Deportiva Alajuelense v. Club León, Club de Fútbol Pachuca & FIFA****Before the Court of Arbitration for Sport**

- / **14 April 2025:** León filed answer
- / **14 April 2025:** Pachuca filed answer
- / **15 April 2025:** further evidence production granted
- / **16 April 2025:** LDA filed submission upon request
- / **16 April 2025:** CAS Court Office forwarded order of procedure to the parties
- / **16 April 2025:** FIFA filed evidence upon request
- / **18 April 2025:** LDA requested evidence production
- / **22 April 2025:** FIFA agreed
- / **22 April 2025:** León agreed
- / **22 April 2025:** Pachuca agreed
- / **23 April 2025:** panel held hybrid hearing
- / **6 May 2025:** panel issued operative part
- / **7 November 2025:** panel issued award

On 25 February 2025, the FIFA head of disciplinary invited the clubs to present their final position and scheduled a hearing to be held in-person. On 17 March 2025, the FIFA Appeal Committee held the scheduled hearing.

On 20 March 2025, the FIFA Appeal Committee rendered its decision, ruling that Pachuca and León failed to meet the criteria defined under the FIFA Club World Cup 2025 Regulations art. 10(1) and that the FIFA General Secretariat should decide which club may be admitted to the FIFA Club World Cup 2025.

On 21 March 2025, the FIFA General Secretariat decided that Pachuca was admitted to the FIFA Club World Cup 2025 and reserved its decision on replacement for León.

LDA filed its appeal with CAS requesting that the panel order FIFA to admit LDA to the FIFA Club World Cup 2025 or, alternatively, to order FIFA to pay damages to LDA. León, Pachuca and FIFA, *inter alia*, objected to the CAS jurisdiction and, subsidiarily, requested the panel to dismiss LDA's appeal.

## » CAS 2025/A/11162 Asociación Liga Deportiva Alajuelense v. Club León, Club de Fútbol Pachuca & FIFA

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the LDA is dismissed; (b) the costs of the arbitration are borne entirely by LDA; and (c) LDA shall pay each respondent a contribution of CHF 2,000 towards legal fees and other expenses.

#### Preliminary issue n.1

The panel reasons that the failure of FIFA to provide a decision (or a decision not to render a decision) is an appealable decision brought on grounds of denial of justice. Particularly, formal/procedural denial of justice includes a violation of the right to obtain a ruling on a claim within a reasonable time.

In addition, the panel reasons that formal denial of justice occurs if: (i) a party has presented a complaint or request in due time and manner; (ii) the adjudicating body has a duty to rule on the complaint or request; and (iii) it fails to do so or fails to do so in due time. Moreover, it must meet minimum standards of urgency. As such, timeliness must be an issue.

The panel notes that LDA brought the matter to FIFA's attention almost three months before its appeal and FIFA had due time to carry out its investigations and decide whether to launch disciplinary proceedings or simply close the matter. Moreover, it sent FIFA multiple requests to render a decision, including a final deadline. In addition, FIFA's replies to LDA were insufficient and inadequate.

The panel decides that CAS has jurisdiction to hear the dispute based on denial of justice.

#### Preliminary issue n.2

The panel reasons that the matter of non-exhaustion of internal legal remedies is a matter that affects the issue of jurisdiction of the CAS. There is a double instance under the architecture of FIFA's judicial bodies: (i) the FIFA DisCo as the original instance; and (ii) the FIFA Appeal Committee as an appellate instance.

In addition, the panel reasons that the fulfilment of the exhaustion of legal remedies may be waived if the remedies do not exist or are illusory. This could be the case when the internal remedy seized risks to excessively retard the procedure or refuses to hear the case or cannot hear the case with the necessary impartiality.

The panel notes that LDA did not apply to the FIFA Appeal Committee. However, LDA is not expected to fulfil its duty to exhaust FIFA's internal legal remedies in a denial of justice context.

The panel decides that LDA does not need to exhaust FIFA's internal legal remedies.

#### Main issue n.1

The panel reasons that a CAS panel's scope of review is demarcated by its fundamentally appellatory nature and by the implications of the disposition, *ne ultra petita* and *tantum devolutum quantum appellatum* procedural maxims. As such, an appellate court cannot adjudicate claims that were not the subject of a dispute in the first instance.

## » CAS 2025/A/11162 Asociación Liga Deportiva Alajuelense v. Club León, Club de Fútbol Pachuca & FIFA

The panel notes that LDA's initial complaint does not mention any damages claim. As such, the panel cannot entertain a claim that was not introduced in the original proceedings.

The panel decides that LDA's claim for damages is inadmissible as it falls outside the *de novo* review scope as LDA did not raise it in the original proceedings.

### Main issue n.2

The panel reasons that denial of justice exists when an authority fails to act on a matter submitted to it in due time and in due form, even though it should decide on it. As such, the question of *locus standi* is of relevance.

In addition, the panel reasons that *locus standi* issues are a matter of merits. Particularly, an appellant must have an interest worthy of protection or a legitimate interest at stake to comply with standing to sue requirements. The concept of sufficient interest is broad and flexible, including both sporting and financial interests.

However, the panel reasons that a non-addressee of a first instance decision falls under a more restrictive approach regarding standing to sue. A non-addressee has a right to appeal if its interest is concrete, legitimate, and personal. As such, purely theoretical/indirect interest is not sufficient. A non-addressee's standing to sue is assessed considering its requests for relief to determine whether its interest is concrete, legitimate, and personal.

The panel notes that LDA holds a *prima facie* interest due to its request to determine that León and Pachuca were non-compliant with the FIFA CWC Regulations due to being part of a MCO group. However, it seeks an automatic right to replace either León or Pachuca at the FIFA Club World Cup 2025 and ties all its requests to that same overarching goal. As such, the appeal loses any possible interest worthy of protection and is groundless and premature.

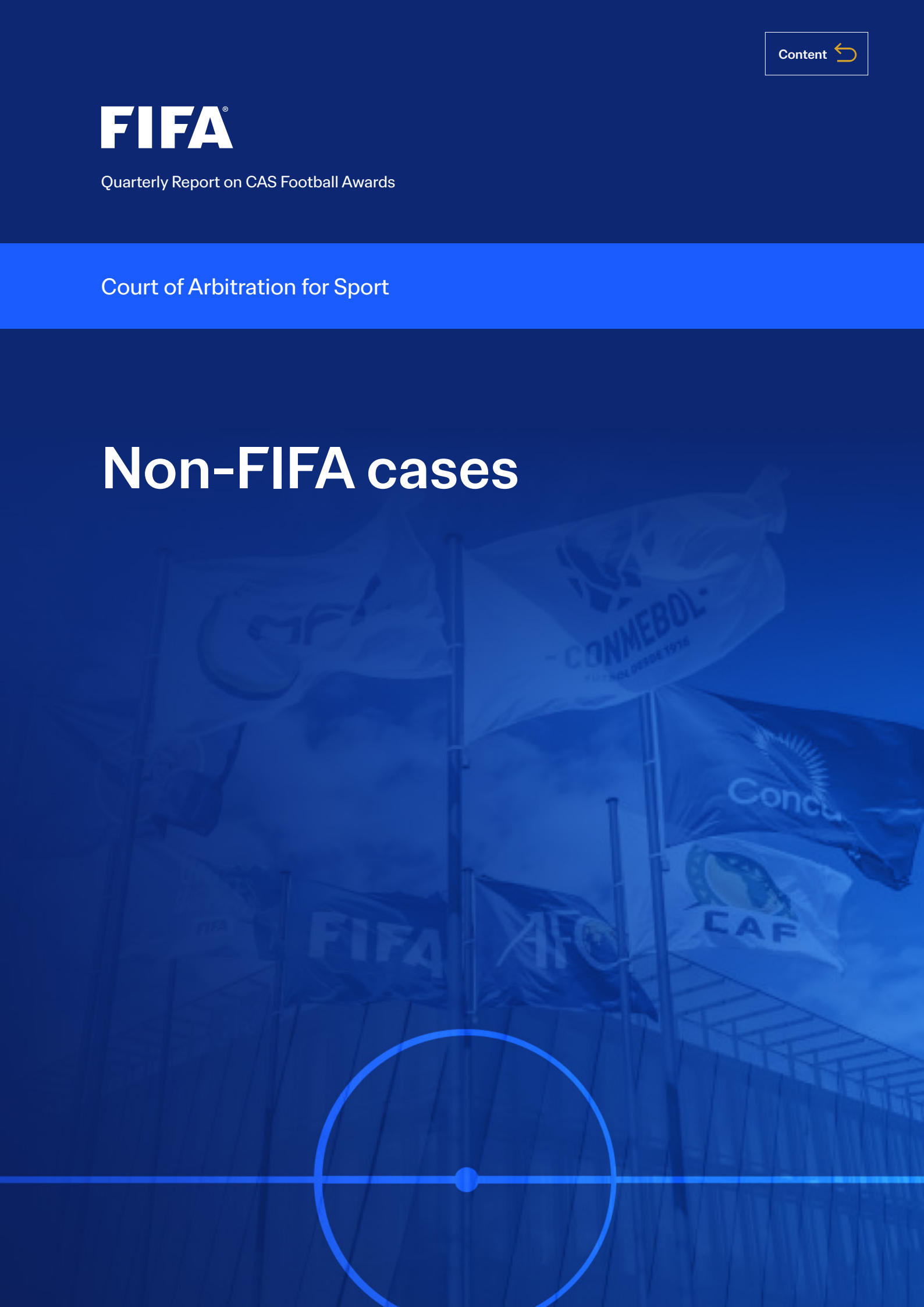
The panel decides that LDA does not have standing to sue as its appeal is premature and without object.

# FIFA®

Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

## Non-FIFA cases



# TAS 2024/A/11041




## Youssef Morou c. Fédération Togolaise de Football

Reference number: [TAS 2024/A/11041](#)

Award date: 25 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> <b>Youssef Morou</b>	 Togo	 <b>Member association</b> <b>Fédération Togolaise de Football</b>	 Togo
<b>LEGAL TEAM</b> <b>Sètondji Roland Adjovi</b>   Attorney-at-law in Grand Bay, Mauritius		<b>LEGAL TEAM</b> <b>Rustico Latévi Lawson-Banku</b>   Attorney-at-law in Lomé, Togo	
<b>SOLE ARBITRATOR</b>		<b>Carmen Núñez-Lagos</b>   Attorney-at-law in Paris, France	

**CATEGORY****Disciplinary****ISSUES**

agent; jurisdiction; due process

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R56  
 Togolese MA Disciplinary Code; arts. 3, 4, 21, 47, 51, 52, 56  
 Togolese MA Football Agent Regulations; art. 4  
 Togolese MA General Regulations; art. 71(l)

**LANGUAGE**

French

**KEYWORDS**

agent registration; MA jurisdiction; time limit

**CASE LAW CITED**

» None

**ORIGIN**

Togolese MA Appeal Committee

**Main issue****Does the Togolese MA Disciplinary Committee have jurisdiction to hear the dispute?**

No, the Togolese MA Disciplinary Committee does not have jurisdiction to hear the dispute as the individuals were not registered and lacked a valid agent license at the time of the alleged misconduct.

**TAS 2024/A/11041****Youssouf Morou c.  
Fédération Togolaise de Football****Before the Court of Arbitration for Sport**

- / **28 November 2024:** player filed statement of appeal
- / **28 November 2024:** player requested SoA as appeal brief
- / **3 January 2025:** member association filed answer
- / **13 January 2025:** player requested hearing
- / **13 January 2025:** player requested ex parte evidence production during hearing
- / **16 January 2025:** member association objected
- / **31 January 2025:** player requested legal aid
- / **18 June 2025:** legal aid granted
- / **18 June 2025:** sole arbitrator appointed
- / **21 August 2025:** ex parte evidence production denied
- / **21 August 2025:** sole arbitrator decided not to hold hearing
- / **21 August 2025:** CAS Court Office forwarded order of procedure to the parties
- / **25 September 2025:** sole arbitrator issued award

## Background

The player filed a disciplinary complaint against two individuals for alleged extortion related to his transfer from a Togolese club to a Congolese (DR Congo) club on 8 August 2022. In short, the player alleged that the two individuals forced him to cede them part of his signing bonus and first salary and that both individuals received such amounts as commission while allegedly posing as his agent.

The player filed a claim before the Togolese MA Disciplinary Committee against the individuals for extortion on 29 May 2024, requesting disciplinary sanctions. The Togolese MA Disciplinary Committee rendered its decision on 12 August 2024, declaring it lacked jurisdiction. The Togolese MA Disciplinary Committee notified its decision on 29 August 2024.

The player appealed before the Togolese MA Appeal Committee on 6 September 2024. The Togolese MA Appeal Committee rendered its decision on 17 August 2024, declaring the appeal inadmissible. The Togolese MA Appeal Committee notified its decision on 12 November 2024.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Togolese MA Appeal Committee decision. The member association filed its answer requesting that the sole arbitrator confirm the Togolese MA Appeal Committee decision.

## » TAS 2024/A/11041 Youssef Morou c. Fédération Togolaise de Football

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is partially upheld; (b) the Togolese MA Appeal Committee decision no 009/20023/2024/CR/FTF is set aside; and (c) the Togolese MA Disciplinary Committee decision no 019/2023-2024/CD/FTF is confirmed.

#### Main issue

The sole arbitrator reasons that the Togolese MA Disciplinary Committee has jurisdiction to hear disputes that fall under the scope of the Togolese MA Disciplinary Code. As such, its *ratione personae* jurisdiction for agents depends on an agent being registered or having a license issued as recognized by the Togolese MA Disciplinary Code and the Togolese MA Football Agent Regulations.

The sole arbitrator notes that the player filed a disciplinary complaint against two individuals. In addition, the individuals were not registered and did not have a license issued as agents in accordance with the Togolese MA Disciplinary Code and the Togolese MA Football Agent Regulations at the time of the alleged misconduct.

The sole arbitrator decides that the Togolese MA Disciplinary Committee does not have jurisdiction to hear the dispute.

# CAS 2024/A/10971

## Motiu Tudor v. Dumbrăvița Sport Club

Reference number: [CAS 2024/A/10971](#)

Award date: 26 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> <b>Motiu Tudor</b>	 Romania	 <b>Club</b> <b>Dumbrăvița Sport Club</b>	 Romania
<b>LEGAL TEAM</b> <b>lordăchescu Andrei</b>   Attorney-at-law in Bucharest, Romania		<b>LEGAL TEAM</b> Dumbrăvița Sport Club in Dumbrăvița, Romania <b>Radu Suciu</b>   General director	
<b>SOLE ARBITRATOR</b>			
Duygu Yaşar   Attorney-at-law in Istanbul, Türkiye			

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

damages; termination

**RELEVANT RULES & REGULATIONS**

CAS Code; arts. R44, R57

Romanian MA RSTP; arts. 13, 15, 18, 34, 36

**LANGUAGE**

English

**KEYWORDS**

breach of contract; compensation; just cause; outstanding remuneration

**CASE LAW CITED**» *De novo* review, limitation: CAS 2019/A/6570.**ORIGIN**

Romanian MA Appeal Committee

**Main issue n.1**

**Is the player allowed to change the basis of his claim on appeal before the Romanian MA Appeal Committee?**

No, the player is not allowed to change the basis of his claim on appeal.

**Main issue n.2**

**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.3**

**Is the player entitled to compensation?**

No, the player is only entitled to outstanding remuneration.

**CAS 2024/A/10971****Motiu Tudor v.  
Dumbrăvița Sport Club****Before the Court of Arbitration for Sport**

- / **30 October 2024:** player filed statement of appeal
- / **30 October 2024:** player requested legal aid
- / **19 November 2024:** player filed appeal brief
- / **5 December 2024:** club filed answer
- / **11 December 2024:** player requested 2nd round submissions
- / **12 December 2024:** club objected
- / **17 March 2025:** player reiterated request
- / **17 March 2025:** legal aid granted
- / **25 March 2025:** sole arbitrator appointed
- / **15 April 2025:** 2<sup>nd</sup> round submissions request denied
- / **15 April 2025:** sole arbitrator decided to hold online hearing
- / **23 April 2025:** player filed evidence upon request
- / **30 April 2025:** CAS Court Office forwarded order of procedure to the parties
- / **14 May 2025:** sole arbitrator held online hearing
- / **22 May 2025:** player filed evidence upon request
- / **23 May 2025:** club filed comments
- / **26 September 2025:** sole arbitrator issued award

## Background

The parties signed two employment agreements on 1 July 2023: (i) the Romanian MA standard employment contract; and (ii) an employment contract drafted by the club, which the club did not register with the Romanian MA.

The player filed a claim before the Romanian MA NDRC against the club for breach of contract on 27 May 2024, requesting compensation and outstanding remuneration. The player submitted a supplementary request on 28 May 2024. The Romanian MA NDRC rendered its decision on 11 July 2024, partially accepting the player's claim.

The player filed his appeal with the Romanian MA Appeal Committee on 24 July 2024. The Romanian MA Appeal Committee rendered its decision on 5 September 2024, confirming the Romanian MA NDRC decision. The Romanian MA Appeal Committee notified its decision on 9 October 2024.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the RFF Appeal Committee decision. The club filed its answer requesting that the sole arbitrator confirm the RFF decision.

## » CAS 2024/A/10971 Motiu Tudor v. Dumbrăvița Sport Club

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is dismissed; and (b) the Romanian MA Appeal Committee decision is confirmed.

#### Main issue n.1

The sole arbitrator reasons that the Romanian MA RSTP does not allow changing the cause or object of the initial claim under its art. 34(16).

The sole arbitrator notes that the player attempted to shift the basis of his claim in his appeal before the Romanian MA Appeal Committee.

The sole arbitrator decides that the player is not allowed to change the basis of his claim on appeal.

#### Main issue n.2

The sole arbitrator reasons that a player has sporting just cause under the Romanian MA RSTP art. 18(10)(a) second sentence if the player did not participate in at least 10% of the club's official matches during the previous season.

The sole arbitrator notes that the player participated in less than 10% of the club's matches during the season.

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

#### Main issue n.3

The sole arbitrator reasons that the Romanian MA RSTP limits compensation to outstanding remuneration until the date of effective termination of the employment contract in its art. 18(13).

The sole arbitrator notes that the Romanian MA RSTP art. 18(13) applies. In addition, the club paid the player more than required.

The sole arbitrator decides that the player is only entitled to outstanding remuneration.

# TAS 2025/A/11188

## Clube Atlético Mineiro c. CONMEBOL

Reference number: [TAS 2025/A/11188](#)

Award date: 31 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Clube Atlético Mineiro	 Brazil	 <b>Confederation</b> Confederación Sudamericana de Fútbol (CONMEBOL)	 Paraguay
<b>LEGAL TEAM</b> Gustavo Nogueira Mendes   Attorney-at-law in Nova Lima, Brazil Luiz Fernando Pimenta Ribeiro   Attorney-at-law in Nova Lima, Brazil		<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> Margarita Echeverría Bermúdez Attorney-at-law in San José, Costa Rica	<b>Arbitrator.</b> José Juan Pintó Sala Attorney-at-law in Barcelona, Spain	<b>Arbitrator.</b> Miguel Cardenal Carro Attorney-at-law in Madrid, Spain

### CATEGORY

#### Disciplinary

### ISSUES

burden of proof; evidence; fan behaviour; sanction

### RELEVANT RULES & REGULATIONS

CONMEBOL DISCIPLINARY CODE; ARTS. 8, 12, 15, 40

### LANGUAGE

Spanish

### KEYWORDS

chants; deference; flares; match report; noise bombs; presumption; proportionality; pyrotechnics; burden shifting

### CASE LAW CITED

- » **Evidence, match report:** CAS 2013/A/3139; CAS 2015/A/3926; CAS 2015/A/3975; CAS 2015/A/4256.
- » **Fan behaviour, strict liability:** CAS 2013/A/3090; CAS 2014/A/3578.
- » **Sanction, deference:** CAS 2014/A/3562; CAS 2015/A/3874; CAS 2016/A/4595; CAS 2017/A/5086; CAS 2022/A/8941.
- » **Sanction, fan behaviour:** CAS 2013/A/3139; CAS 2022/A/9078.

### ORIGIN

CONMEBOL Appeal Committee

### Main issue

**Does the sanction imposed by the confederation meet the proportionality test?**

Yes, the sanction imposed by the confederation meets the proportionality test.

**TAS 2025/A/11188**Clube Atlético Mineiro c.  
CONMEBOL**Before the Court of Arbitration for Sport**

- / **14 February 2025:** club filed statement of appeal
- / **26 March 2025:** club filed appeal brief
- / **8 April 2025:** panel constituted
- / **16 May 2025:** confederation filed answer
- / **16 May 2025:** panel decided to hold hearing
- / **17 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **11 August 2025:** panel held online hearing
- / **31 October 2025:** panel issued award

## Background

The club played against another Brazilian club on 25 September 2024 at its stadium for the CONMEBOL Libertadores 2024 quarterfinals. The match delegate reported several issues concerning fan behaviour throughout the match.

The CONMEBOL Disciplinary Committee opened disciplinary proceedings against the club and rendered its decision on 17 October 2024, sanctioning the club. The CONMEBOL Disciplinary Committee notified its decision's grounds on 8 November 2024.

The club appealed before the CONMEBOL Appeal Committee on 15 November 2024. The CONMEBOL Appeal Committee rendered its decision on 13 January 2025, confirming the CONMEBOL Disciplinary Committee's decision. The CONMEBOL Appeal Committee notified its decision's grounds on 24 January 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/11188 Clube Atlético Mineiro c. 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 a club that wishes to take part in a competition dutifully accepts the rules and regulations pertaining to it. As such, it includes provisions relating to safety in stadiums as well as the club's responsibilities for hosting a match.

In addition, the panel reasons that the CONMEBOL Disciplinary Code provides for the club's strict liability towards its fans' behaviours before, during and after a match. That includes the club's responsibilities for fans that light flares, noise bombs, other pyrotechnic items as well as fans that act in a racist or discriminatory manner. It is a justified provision as it safeguards all persons present in stadiums and it applies regardless of whether actual damage occurs.

Moreover, the panel reasons that a CAS panel shall give a certain deference to decisions of sports governing bodies in respect of the proportionality of sanctions. Even though CAS panels retain the full power to review *de novo* the factual and legal aspects involved in a disciplinary dispute, CAS panels must exert a degree of restraint in reviewing the level of sanctions imposed by a disciplinary body.

As such, the panel reasons that CAS panel should intervene only if: (i) the sanction imposed by a disciplinary body of a sports governing body is evidently and grossly disproportionate to the offence; or (ii) the CAS panel comes to a different conclusion on the substantive merits of the case.

The panel notes that the club's fans lit flares, noise bombs, and other pyrotechnic items throughout the match. In addition, the club's fans chanted a discriminatory word towards the visiting team's goalkeeper. It is noteworthy that such word is ill intended to disparage a person's sexuality. The club is strictly liable towards its fans' behaviour.

Moreover, the panel notes that the CONMEBOL Disciplinary Committee imposed fines on the club. Both sanctions are within the range of sanctions that the CONMEBOL Disciplinary Code provides. As such, it is proportionate and reasonable.

The panel decides that the sanction imposed by the confederation meets the proportionality test.

# CAS 2025/A/11160

## Pyramids FC v. Al Masry SC and the Egyptian Football Association

Reference number: [CAS 2025/A/11160](#)

Award date: 27 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club <b>Pyramids FC</b>	 Egypt	 Club <b>Al Masry SC</b>	 Egypt
<b>LEGAL TEAM</b> Ahmed Abouzeid   Attorney-at-law in Cairo, Egypt Yehia Shahine   Attorney-at-law in Cairo, Egypt Nour Sabry   Attorney-at-law in Cairo, Egypt Farouk Weshahi   Attorney-at-law in Cairo, Egypt		<b>LEGAL TEAM</b> Ehab Elsaie   club's executive manager in Port Said, Egypt	
SOLE ARBITRATOR		RESPONDENT	
<b>Frans M. de Weger</b>   Attorney-at-law in Haarlem, The Netherlands		 Member association <b>Egyptian Football Association (EFA)</b>	 Egypt
		<b>LEGAL TEAM</b> Egyptian MA legal department in Cairo, Egypt <b>Mohamed Mostafa Darwish Elmashta</b>   Legal counsel <b>Mohamed Eltobgy</b>   Legal counsel	

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

admissibility; due process; *locus standi*; transfer

### RELEVANT RULES & REGULATIONS

CAS CODE; ARTS. R48, R49, R56, R57  
EGYPTIAN MA RSTP; ART. 9  
SCC; ARTS. 18(1), 75

### LANGUAGE

English

### KEYWORDS

arbitrability; contractual validity; right to be heard; standing to be sued; transfer contract

### CASE LAW CITED

- » **Contract, validity:** TAS 2006/A/1008 & 1104; CAS 2007/A/1351.
- » Contractual interpretation, parties' intention: CAS 2017/A/5172; CAS 2021/A/7909.
- » **De novo review, procedural flaws:** CAS 98/211; CAS 2016/A/4704; CAS 2020/A/7657; CAS 2023/A/9809.
- » **Due process, internal proceedings:** CAS 2013/A/3155; CAS 2023/A/9757.
- » **Evidence, exceptional circumstances:** CAS 2017/A/5369; CAS 2020/A/6994.
- » **Locus standi, association:** ATF 136 III 345.
- » **Locus standi, merits issue:** CAS 2013/A/3047; CAS 2016/A/4602; CAS 2020/A/6994.
- » **Locus standi, standing to be sued:** CAS 2017/A/5227. CAS 2022/A/8737.

### ORIGIN

Egyptian MA Appeal Committee

#### Preliminary issue n.1

**Does the lack of registration of the transfer agreement with the member association affect the admissibility of Pyramids' appeal?**

No, the lack of registration of the transfer agreement with the member association does not affect the admissibility of Pyramids' appeal.

#### Preliminary issue n.2

**Does a potential violation of Pyramids' procedural rights before the Egyptian MA Appeal Committee lead to any specific redress by the CAS panel?**No, the CAS panel's *de novo* review powers possess the ability to cure any procedural defects or violations of Pyramids' procedural rights before the Egyptian MA Appeal Committee.

#### Main issue n.1

**Is the player a mandatory respondent?**

No, the player is not a mandatory respondent.

#### Main issue n.2

**Is Pyramids entitled to receive the bonus fee?**

Yes, Pyramids is entitled to receive the bonus fee.

**CAS 2025/A/11160****Pyramids FC v. Al Masry SC and the Egyptian Football Association****Before the Court of Arbitration for Sport**

- / **29 January 2025:** Pyramids filed statement of appeal
- / **11 February 2025:** Pyramids requested evidence production
- / **18 February 2025:** member association filed evidence
- / **24 February 2025:** Pyramids filed appeal brief
- / **23 April 2025:** member association requested bifurcation
- / **23 April 2025:** member association requested preliminary award
- / **23 April 2025:** bifurcation denied
- / **23 April 2025:** preliminary award denied
- / **26 April 2025:** Al Masry filed answer
- / **26 April 2025:** member association filed answer
- / **30 April 2025:** Pyramids filed new evidence
- / **8 May 2025:** Al Masry objected
- / **8 May 2025:** member association objected
- / **13 May 2025:** sole arbitrator appointed
- / **2 June 2025:** sole arbitrator decided not to hold hearing
- / **June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **27 October 2025:** sole arbitrator issued award

## Background

Pyramids and Al Masry signed a transfer agreement on 9 September 2022 for an Egyptian player. The transfer agreement stipulated a bonus payable to Pyramids if the Egyptian national team called up the player. The member association called up the player on 3 November 2022. Pyramids requested payment from Al Masry on 9 November. The member association listed the player in the squad for a friendly match on 17 November 2022, the player sat on the bench. Pyramids reiterated its request for payment from Al Masry on 11 December 2022.

Pyramids filed a claim before the Egyptian MA NDRC against Al Masry for breach of contract on an unspecified date. The Egyptian MA NDRC rendered its decision on 18 July 2024, accepting Pyramids' claim. Al Masry filed its appeal before the Egyptian MA Appeal Committee on 27 July 2024. The Egyptian MA Appeal Committee rendered its decision on 6 January 2025, setting aside the Egyptian MA NDRC decision. The Egyptian MA Appeal Committee notified its decision's operative part on 8 January 2025. Pyramids requested the Egyptian MA the grounds of its Appeal Committee decision as well as Al Masry's statement of appeal on 9 January 2025 and, again, on 23 January 2025. The Egyptian MA did not respond to either of those letters.

Pyramids filed its appeal with CAS requesting that the sole arbitrator set aside the Egyptian MA Appeal Committee decision. Al Masry and the member association filed their respective answers requesting that the sole arbitrator confirm the Egyptian MA Appeal Committee decision.

## » CAS 2025/A/11160 Pyramids FC v. Al Masry SC and the Egyptian Football Association

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Pyramids is upheld; (b) the Egyptian MA Appeal Committee decision is set aside; and (c) the Egyptian MA NDRC decision is confirmed.

#### Preliminary issue n.1

The sole arbitrator reasons that the registration of a contract is an internal act that does not have an impact on its validity.

The sole arbitrator notes that there is no evidence of any need to register the transfer agreement for its validity.

The sole arbitrator decides that the lack of registration of the transfer agreement with the member association does not affect the admissibility of Pyramids' appeal.

#### Preliminary issue n.2

The sole arbitrator reasons that CAS appeals arbitration allows a full *de novo* hearing of the case. As such, it possesses the ability to cure any procedural defects or violations of the right to be heard.

The sole arbitrator notes that the parties have had and have used the opportunity to bring all their arguments before the CAS panel. As such, the CAS panel has respected all the parties' fundamental rights. Any potential infringement of Pyramids' rights in the prior proceedings has been cured by the *de novo* proceedings before the CAS panel.

The sole arbitrator decides that the CAS panel's *de novo* review powers possess the ability to cure any procedural defects or violations of Pyramids' procedural rights before the Egyptian MA Appeal Committee.

#### Main issue n.1

The sole arbitrator reasons that a party stands to be sufficiently affected by the issue to be decided to qualify as a proper respondent within the meaning of the law.

The sole arbitrator notes that the player is not directly affected by the outcome of the appeal in such a way that it qualifies that the player should have been involved as a respondent.

The sole arbitrator decides that the player is not a mandatory respondent.

#### Main issue n.2

The sole arbitrator reasons that it is necessary to look first at the words used or the conduct engaged by the parties when assessing their intentions at the time that they concluded a contract. An arbitral tribunal must consider all relevant circumstances of the case to go beyond the apparent meaning of the words or the conduct of the parties. As such, it includes assessing the negotiation as well as any subsequent conduct of the parties.

The sole arbitrator notes that Pyramids and Al Masry are both professional football clubs, playing in the first league of Egypt.

## » CAS 2025/A/11160 Pyramids FC v. Al Masry SC and the Egyptian Football Association

Both clubs have comprehensive experience with drafting contracts and football transfers. Both clubs acknowledged that they obtained internal legal approvals to conclude the transfer contract.

In addition, the sole arbitrator notes that the wording of the contract provides that the player joining the training camp of the Egyptian MA representative team is sufficient to trigger the payment by Al Masry of the fee contained in the bonus clause to Pyramids. The member association called up the player on 3 November 2022.

# CAS 2024/A/10895

## Dougra Club & Mohammad Al-Shloul v. Jordanian Football Association

Reference number: [CAS 2024/A/10895](#)

Award date: 28 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANTS		RESPONDENT	
 <b>Club</b> Dougra Club	 Jordan	 <b>Member association</b> Jordanian Football Association	 Jordan
<b>Official</b> Mohammad Al Shloul		<b>LEGAL TEAM</b> Ala' Khalifeh   Attorney-at-law in Amman, Jordan	
<b>LEGAL TEAM</b> Nasr Eldin Azzam   Attorney-at-law in Cairo, Egypt			
<b>SOLE ARBITRATOR</b>		Steven Bainbridge   Lawyer in Dubai, United Arab Emirates	

### CATEGORY

Disciplinary

### ISSUES

sanction

### RELEVANT RULES & REGULATIONS

Jordanian MA Disciplinary Code; arts. 7(2), 37, 121  
SCPC; arts. 152, 168

### LANGUAGE

English

### KEYWORDS

burden of proof

### CASE LAW CITED

- » **Evidence, illegally obtained:** CAS 2009/A/1879; CAS 2016/A/4480; CAS 2020/A/6753.
- » **Standard of proof, comfortable satisfaction:** CAS 2018/A/5920.



### ORIGIN

Jordanian MA Appeals Committee

### Main issue

**Did the member association discharge its burden of proof to a comfortable satisfaction that the club and the official illegally influenced a match result?**

No, the member association did not discharge its burden of proof to a comfortable satisfaction that the club and the official illegally influenced a match result.

**CAS 2024/A/10895****Dougra Club & Mohammad  
Al-Shloul v. Jordanian Football  
Association****Before the Court of Arbitration for  
Sport**

- / **29 September 2024:** club filed statement of appeal
- / **29 September 2024:** official filed statement of appeal
- / **29 September 2024:** club requested stay
- / **29 September 2024:** official requested stay
- / **29 September 2024:** club requested expedited proceedings
- / **29 September 2024:** official requested expedited proceedings
- / **15 October 2024:** club filed appeal brief
- / **15 October 2024:** official filed appeal brief
- / **16 October 2024:** expedited proceedings denied
- / **5 November 2024:** member association filed answer
- / **11 November 2024:** club's stay granted
- / **11 November 2024:** official's stay denied
- / **17 November 2024:** member association requested expedited proceedings
- / **17 November 2024:** expedited proceedings considered moot
- / **12 February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **21 February 2025:** sole arbitrator held hybrid hearing
- / **7 March 2025:** sole arbitrator issued operative part
- / **28 October 2025:** sole arbitrator issued award

## Background

The official is both the club's president and a practicing attorney-at-law. In his capacity as an attorney-at-law, the official represents clients such as football agents. The official served legal notice on behalf of a football agent for outstanding fees on a player on 13 November 2023. The player is part of the roster of a Jordanian team.

Both the Jordanian team and the club played in the Jordanian Second Division at the time and were scheduled to play a match on 16 November 2023, which would grant promotion to the winner. The Jordanian team filed complaints before the Jordanian MA Disciplinary Committee on 14 and 15 November 2023, alleging that the official attempted to influence the match. The club won the match and reached promotion on 16 November 2023.

The Jordanian MA Disciplinary Committee opened disciplinary proceedings against the official and the club upon receipt. The Jordanian MA Disciplinary Committee rendered its decision on 1 June 2024, sanctioning the official and the club. The official and the club filed an appeal before the Jordanian MA Appeals Committee.

The Jordanian MA Appeals Committee rendered its decision on 10 July 2024. In short, it set aside the Jordanian MA Disciplinary Committee decision and referred the case back to the Jordanian MA Disciplinary Committee with instructions regarding evidence production.

The Jordanian MA Disciplinary Committee rendered its new decision on 22 August 2024, sanctioning both the official and the club. The official and the club filed an appeal before the Jordanian MA Appeals Committee on 4 September 2024. The Jordanian MA Appeals Committee confirmed the Jordanian MA Disciplinary Committee decision and notified its decision's grounds on 7 September 2024.

The club and the official filed their appeal with CAS requesting that the sole arbitrator set aside the Jordanian MA Appeals Committee decision. The member association filed its answer requesting that the sole arbitrator confirm the Jordanian MA Appeals Committee decision.

## » CAS 2024/A/10895 Dougra Club & Mohammad Al-Shloul v. Jordanian Football Association

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club and the official is upheld; and (b) the Jordanian MA Appeals Committee decision and the Jordanian MA Disciplinary Committee decision are set aside.

#### Main issue

The sole arbitrator reasons that comfortable satisfaction is the standard of proof applicable in match-fixing charges. Particularly, the arbitral tribunal must have a high degree of confidence in the quality of the evidence when deciding such serious allegations.

In addition, the sole arbitrator reasons that the scourge of match manipulation is a serious matter, and good governance makes clear that an inchoate offence is sufficient in of itself to constitute a violation. The offence of manipulation includes direct and indirect acts or omissions to manipulate, conspire or attempt to do so by any means.

Moreover, the sole arbitrator reasons that a party to an arbitration generally should not be permitted to submit illegally obtained evidence pursuant to the general duties of good faith and respect for the arbitral process. Thus, such material may be deemed as inadmissible by the arbitral tribunal.

However, the sole arbitrator reasons that the admissibility of unlawful evidence is the result of a balancing of different legal aspects and interests. It is the arbitral tribunal's discretion to permit such evidence if it considers that its probative value outweighs any potentially legally protected interests. As such, even illegally obtained evidence may be admissible if the interest in finding the truth prevails.

The sole arbitrator notes that the cumulative witness evidence is contradictory and inconsistent. In addition, the probative value of unlawfully obtained recordings does not outweigh protected interests and is insufficient even if admitted. As such, the evidence available does not meet the comfortable satisfaction threshold and the member association did not discharge its burden of proof accordingly.









The sole arbitrator decides that the member association did not discharge its burden of proof to a comfortable satisfaction that the club and the official illegally influenced a match result.

**TAS 2024/A/11076****Real Cartagena Fútbol Club c.  
DIMAYOR, Llaneros Fútbol Club  
& Unión Magdalena S.A.**Reference number: [TAS 2024/A/11076](#)

Award date: 28 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Real Cartagena Fútbol Club</b>	 Colombia	 <b>League</b> <b>División Mayor del Fútbol Colombiano (DIMAYOR)</b>	 Colombia
<b>LEGAL TEAM</b> Julio Manuel García Torres   Attorney-at-law in Lima, Peru Juan de Dios Crespo Pérez   Attorney-at-law in Valencia, Spain Agustín Amorós Martínez   Attorney-at-law in Valencia, Spain		<b>LEGAL TEAM</b> Gorka Villar Bollain   Attorney-at-law in Madrid, Spain	
PANEL		RESPONDENT	
<b>President.</b> <b>Roberto Moreno Rodríguez Alcalá</b> Attorney-at-law and Professor in Asunción, Paraguay		 <b>Club</b> <b>Llaneros Fútbol Club</b>	 Colombia
<b>Arbitrator.</b> <b>Carlos del Campo Colás</b> Attorney-at-law in Madrid, Spain		<b>LEGAL TEAM</b> Jorge Carrasco Prinea   Attorney-at-law in Santiago, Chile	
<b>Arbitrator.</b> <b>Jordi López Batet</b> Attorney-at-law in Barcelona, Spain		RESPONDENT	
		 <b>Club</b> <b>Unión Magdalena S.A.</b>	 Colombia
		<b>LEGAL TEAM</b> Alberto Mario Garzón Wilches   Attorney-at-law in Santa Marta, Colombia	

**CATEGORY****Procedural****ISSUES**

jurisdiction

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R47

Colombian MA Disciplinary Code; arts. 3, 118

Colombian MA NDRC Regulations; art. 10bis

Colombian MA RSTP; arts. 36, 37, 40, 43

Colombian MA Statutes; arts. 13, 17, 69, 92

DIMAYOR Statutes; arts. 62, 64, 72

**LANGUAGE**

Spanish

**KEYWORDS**

arbitration agreement; lack of jurisdiction

**CASE LAW CITED**

- » **Arbitration agreement, interpretation:** ATF 138 III 29; ATF 133 III 235.
- » **Arbitration agreement, requirements:** ATF 130 III 66; ATF 129 III 675.
- » **Arbitration agreement, scope:** SFT 4A\_564/2020.
- » **Decision, essential elements:** CAS 2004/A/748; CAS 2005/A/899; CAS 2007/A/1251; CAS 2008/A/1583-1584; CAS 2008/A/1633; CAS 2021/A/8246.
- » **Regulatory interpretation, arbitration agreement:** TAS 2018/A/6057.

**ORIGIN**

DIMAYOR

**Main issue****Does CAS have jurisdiction to hear the appeal?**

No, CAS does not have jurisdiction to hear the appeal.

**TAS 2024/A/11076****Real Cartagena Fútbol Club c.  
DIMAYOR, Llaneros Fútbol Club &  
Unión Magdalena S.A.****Before the Court of Arbitration for  
Sport**

- / **16 December 2024:** Cartagena filed statement of appeal
- / **16 December 2024:** Cartagena requested expedited proceedings
- / **23 December 2024:** Magdalena objected
- / **23 December 2024:** league objected
- / **23 December 2024:** Llaneros objected
- / **26 December 2024:** Cartagena filed appeal brief
- / **26 December 2024:** Cartagena requested provisional measures
- / **21 January 2025:** league objected
- / **21 January 2025:** Llaneros objected
- / **21 January 2025:** Magdalena objected
- / **5 February 2025:** parties requested preliminary award on jurisdiction
- / **11 February 2025:** league objected jurisdiction
- / **11 February 2025:** Llaneros objected jurisdiction
- / **11 February 2025:** Magdalena objected jurisdiction
- / **20 February 2025:** panel constituted
- / **26 February 2025:** Cartagena filed comments
- / **6 March 2025:** panel decided 2nd round submissions
- / **14 March 2025:** league filed submission
- / **17 March 2025:** Llaneros filed submission
- / **17 March 2025:** Magdalena filed submission
- / **28 March 2025:** Cartagena filed submission
- / **2 April 2025:** panel decided not to hold hearing
- / **14 July 2025:** panel issued operative part
- / **28 October 2025:** panel issued award

## Background

The Colombian second division in the 2024 season faced doubts regarding its play-off spots for the promotion to the Colombian first division. Particularly, Cartagena, Llaneros and Magdalena did not agree on which clubs would reach the play-offs in that season.

The league issued a note on 26 November 2024 in which it stated possible scenarios depending on the results of the Torneo II of the Colombian second division. On the same day, Cartagena issued an official note disagreeing with the league's position.

Cartagena requested on 27 November 2024 that the league convene an extraordinary general assembly to define the proper interpretation regarding the applicable regulations pertaining to play-off spots. Cartagena reiterated its request on 2 December 2024, after the results of the first leg of the Torneo II of the Colombian second division.

The league's extraordinary general assembly convened on 9 December 2024 and decided that it did not have jurisdiction to provide the proper interpretation of the applicable regulations pertaining to the play-off spots. Llaneros and Magdalena reached the play-offs, playing the second leg match on 14 December 2024.

Cartagena filed its appeal with CAS requesting that the panel set aside the DIMAYOR decision. The league, Llaneros, and Magdalena filed their respective answers, objecting to CAS jurisdiction.

## » TAS 2024/A/11076 Real Cartagena Fútbol Club c. DIMAYOR, Llaneros Fútbol Club & Unión Magdalena S.A.

### MAIN LEGAL FINDINGS

The panel decided that CAS does not have jurisdiction to hear the appeal.

#### Main issue

The panel reasons that an appeal against the decision of a federation, association or sports-related body may be filed with CAS if: (i) the statutes or regulations of said body so provided; or (ii) the parties have concluded a specific arbitration agreement. In addition, the appellant must have exhausted the legal remedies available prior to the appeal.

The panel notes that the respondents objected to CAS jurisdiction. In addition, the statutes and regulations applicable to the dispute do not provide for an appeal against the DIMAYOR decision before CAS.

The panel decides that CAS does not have jurisdiction to hear the appeal.

# TAS 2024/A/11004

## Foullah Edifice FC & Ibrahim Wanglaouna Foullah c. FTFA

Reference number: [TAS 2024/A/11004](#)

Award date: 30 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Foullah Edifice FC</b>	 Chad	 <b>Member association</b> <b>Fédération Tchadienne de Football Association</b>	 Chad
<b>Official</b> <b>Ibrahim Wanglaouna Foullah</b>		<b>LEGAL TEAM</b> <b>Moustapha Kamara</b>   Attorney-at-law in Paris, France <b>Makarem Hajaji</b>   Attorney-at-law in Paris, France	
<b>LEGAL TEAM</b> <b>Lebel Elomo Manga</b>   Attorney-at-law in Yaoundé, Cameroon			
<b>PANEL</b>	<b>President.</b> <b>Patrick Grandjean</b> Attorney-at-law in Belmont-sur-Lausanne, Switzerland	<b>Arbitrator.</b> <b>Stephen Drymer</b> Attorney-at-law in Montréal, Canada	<b>Arbitrator.</b> <b>Ulrich Haas</b> Professor in Zurich, Switzerland, attorney-at-law in Hamburg, Germany

### CATEGORY

Governance

### ISSUES

answer; jurisdiction; election

### RELEVANT RULES & REGULATIONS

CAS Code; arts. R31, R47  
 Chadian MA Statutes; arts. 35(2), 64(1)

### LANGUAGE

French

### KEYWORDS

general assembly summons; lack of jurisdiction; time limit

### CASE LAW CITED

- » **Answer, time limit:** SFT 4A\_556/2018.
- » **Decision, essential elements:** CAS 2004/A/659; CAS 2004/A/748; CAS 2005/A/899; CAS 2007/A/1251; CAS 2008/A/1633; CAS 2015/A/4213; CAS 2017/A/5187; CAS 2018/A/5746; TAS 2021/A/7717; TAS 2024/A/10939.



### ORIGIN

Chadian MA General Secretariat

### Main issue

**Did the Chadian MA General Secretariat validly summon the extraordinary general assembly with the purpose of commencing the Chadian MA electoral process?**

Yes, the Chadian MA General Secretariat validly summoned the extraordinary general assembly with the purpose of commencing the Chadian MA electoral process.

**TAS 2024/A/11004****Foullah Edifice FC & Ibrahim  
Wanglaouna Foullah c. FTFA****Before the Court of Arbitration for  
Sport**

- / **15 November 2024:** appellants filed statement of appeal
- / **15 November 2024:** appellants requested expedited proceedings
- / **20 November 2024:** member association objected
- / **22 November 2024:** appellants objected power of attorney
- / **2 December 2024:** member association filed comments
- / **2 December 2024:** member association objected official's standing
- / **11 December 2024:** appellants filed request for provisional measures
- / **12 December 2024:** member association objected
- / **13 December 2024:** request denied
- / **17 December 2024:** appellants requested evidence production
- / **8 January 2025:** member association filed evidence
- / **4 February 2025:** appellants filed appeal brief
- / **5 February 2025:** member association filed submission
- / **5 February 2025:** appellants filed comments
- / **21 February 2025:** panel constituted
- / **7 March 2025:** member association filed answer
- / **18 March 2025:** CAS Court Office acknowledged non-compliance
- / **20 March 2025:** appellants objected admissibility
- / **26 March 2025:** answer inadmissible
- / **27 March 2025:** appellants filed evidence
- / **28 March 2025:** member association objected
- / **28 March 2025:** member association requested CMC
- / **2 April 2025:** Chadian MA acting secretary general requested intervention

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**Background**

FIFA informed the member association on 21 December 2021 that the normalization committee appointed to the Chadian MA would also be acting as its electoral committee. Under the Chadian MA Normalization Committee, the member association adopted its new statutes on 25 October 2023.

The Chadian MA Normalization Committee examined two lists of candidates to the member association's executive council, which was subject to a formal decision on 20 November 2023 in which the Chadian MA Normalization Committee chose the list headed by the official. Elections related to this list were scheduled to take place during the member association's general assembly on 30 November 2023.

Litigation ensued before Chadian courts, and the member association's elections did not take place within the time limit for the Chadian MA Normalization Committee. The official contacted FIFA on 26 June 2024 and on 6 August 2024, requesting that FIFA appoint a new normalization committee tasked with resuming and finalizing the electoral process. FIFA did not answer.

Following the Chadian MA secretary general's resignation, the Chadian Government appointed an acting general secretary to the Chadian MA on 23 September 2024. FIFA acknowledged the appointment of the acting general secretary on 26 September 2024 both to the Chadian Government and to the CAF.

The club and the official filed a statement of appeal before CAS under CAS 2024/A/10939 on 16 October 2024. FIFA informed the CAS Court Office on 21 October 2024 that: (i) FIFA did not appoint the acting general secretary to the Chadian MA; and (ii) the letter on 26 September 2024 did not constitute a decision subject to appeal. The CAS panel issued its decision on 24 February 2025, concluding that it lacked jurisdiction to hear the dispute in the absence of a final decision.

The Chadian MA acting general secretary convened on 29 October 2024 an extraordinary general assembly to be held on 14 December 2024 to relaunch the Chadian MA electoral process. As such, it would establish an electoral committee. The Chadian MA extraordinary general assembly established its electoral committee on 14 December 2024.

The Chadian MA acting general secretary set out the application process for candidates interested in the Chadian MA's executive council on 3 January 2025 and convened an extraordinary general assembly on 14 January 2025 scheduled for 1 March 2025. The official failed to submit his candidacy by the applicable deadline and did not appear on any list submitted to the Chadian MA Electoral Committee.

The Chadian MA posted in its social media on 31 January 2025 that the Chadian MA Ethics and Disciplinary Committee announced that only one list was validated for the election to the positions of president and members of the Chadian MA Executive Council. The Chadian Government extended the mandate of the Chadian MA acting general secretary on 20 February 2025.

**CAS 2025/A/11162****Asociación Liga Deportiva Alajuelense v. Club León, Club de Fútbol Pachuca & FIFA****Before the Court of Arbitration for Sport**

- / **7 April 2025:** request denied
- / **7 April 2025:** evidence admissible
- / **10 April 2025:** CMC denied
- / **10 April 2025:** panel decided to hold hearing
- / **May 2025:** CAS Court Office forwarded order of procedure to the parties
- / **14 May 2025:** panel issued directions
- / **19 May 2025:** panel held online hearing
- / **21 May 2025:** member association filed evidence upon request
- / **3 June 2025:** appellants filed comments
- / **3 June 2025:** appellants filed new evidence
- / **30 October 2025:** panel issued award

The Chadian MA acting general secretary convened the Chadian MA extraordinary general assembly on 1 March 2025. As such, the new Chadian MA Executive Council was elected.

The club and the official filed their appeal with CAS requesting that the panel set aside the Chadian MA General Secretariat decision. The member association defaulted in its answer.

## » TAS 2024/A/11004 Foullah Edifice FC & Ibrahim Wanglaouna Foullah c. FTFA

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club and the official is dismissed; and (b) the Chadian MA General Secretariat decision is confirmed.

#### Main issue

The panel reasons that the party that asserts a fact has the burden of proving it.

The panel notes that the Chadian MA acting secretary general was authorized to issue the Chadian MA General Secretariat decision to summon the Chadian MA extraordinary general assembly.

The panel decides that the Chadian MA General Secretariat validly summoned the extraordinary general assembly with the purpose of commencing the Chadian MA electoral process.

# TAS 2025/A/11191

## Moctar Mahamoud Hamid c. FTFA et Tahir Oloy Hassan

Reference number: [TAS 2025/A/11191](#)

Award date: 30 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENTS	
<b>Official</b> <b>Moctar Mahamoud Hamid</b>	 Chad	 <b>Member association</b> <b>Fédération Tchadienne de Football Association</b>	 Chad
<b>LEGAL TEAM</b> <b>Josué Nhadjadoum</b>   Attorney-at-law in N'Djamena, Chad		<b>Official</b> <b>Tahir Oloy Hassan</b>	
		<b>LEGAL TEAM</b> <b>Moustapha Kamara</b>   Attorney-at-law in Paris, France <b>Makarem Hajaji</b>   Attorney-at-law in Paris, France	
<b>SOLE ARBITRATOR</b>		<b>Patrick Grandjean</b>   Attorney-at-law in Belmont-sur-Lausanne, Switzerland	

**CATEGORY****Governance****ISSUES***locus standi*; election**RELEVANT RULES & REGULATIONS**

CAS Code; arts. R49, R57  
 Chadian MA Electoral Code; arts. 8, 9  
 Chadian MA Statutes; arts. 32, 39, 42

**LANGUAGE**

French

**KEYWORDS**

candidate eligibility; standing to sue

**CASE LAW CITED**

- » **Appeal, admissibility:** CAS 2015/A/3880; CAS 2016/A/4784; CAS 2016/A/4602; CAS 2016/A/4903; CAS 2019/A/6086; TAS 2019/A/6132 & 6146; TAS 2022/A/9032.
- » **De novo review, procedural flaws:** CAS 2016/A/4704; TAS 2021/A/7723; CAS 2020/A/7567.

**ORIGIN**

Chadian MA Appeal Committee

**Main issue**

**Does Hamid have standing to sue regarding his request to set aside the decision taken by the Chadian MA extraordinary general assembly?**

No, Hamid does not have standing to sue regarding his request to set aside the decision taken by the Chadian MA extraordinary general assembly as the Chadian MA Appeal Committee validly rejected his candidacy to the member association's executive council.

**TAS 2025/A/11191****Moctar Mahamoud Hamid c.  
FTFA et Tahir Oloy Hassan****Before the Court of Arbitration for  
Sport**

- / **16 February 2025:** Hamid requested stay
- / **24 February 2025:** Hamid filed statement of appeal
- / **25 February 2025:** stay denied
- / **10 March 2025:** Hamid filed appeal brief
- / **6 May 2025:** sole arbitrator appointed
- / **12 May 2025:** respondents filed answer
- / **12 May 2025:** respondents objected admissibility
- / **10 June 2025:** Hamid filed comments
- / **16 June 2025:** respondents filed comments
- / **19 June 2025:** Hamid filed comments
- / **4 July 2025:** sole arbitrator decided to hold hearing
- / **July 2025:** CAS Court Office forwarded order of procedure to the parties
- / **18 July 2025:** sole arbitrator held online hearing
- / **30 October 2025:** sole arbitrator issued award

## Background

The member association has been experiencing an institutional crisis for several years. FIFA, CAF, and the Chadian Government have sought to resolve it. The bureau of the FIFA Council appointed a normalization committee to the member association at the end of 2021, which led to the member association adopting new Statutes and Electoral Code on 25 October 2023. The institutional crisis ended at the end of 2024 and the beginning of 2025.

The Chadian MA General Secretariat convened an extraordinary general assembly on 14 December 2024 to elect the member of the member association's electoral committee, ethics and disciplinary committees, and appeal committee. The Chadian acting general secretary set out the guidelines for candidates interested in being elected to the member association's executive council on 3 January 2025.

Within the deadline for submitting candidacies, the member association received two lists: one led by Hassan and the other by Hamid. The Chadian MA Ethics and Disciplinary Committee analyzed both. Later, it found that Hamid's bid did not comply with both the Chadian MA Statutes and the Chadian MA Electoral Code. As such, it rejected Hamid's bid on 20 January 2025 and notified its decision on 1 February 2025.

Hamid appealed the Chadian MA Ethics and Disciplinary Committee decision before the Chadian MA Appeal Committee, which rendered its decision on 7 February 2025 and notified it on 10 February 2025. In short, it dismissed Hamid's appeal. The member association held an extraordinary general assembly on 1 March 2025, electing Hassan as its president.

Hamid filed his appeal with CAS requesting that the sole arbitrator set aside the Chadian MA Appeal Committee decision. The member association and Hassan filed their answer requesting that the sole arbitrator confirm the Chadian MA Appeal Committee decision.

## » TAS 2025/A/11191 Moctar Mahamoud Hamid c. FTFA et Tahir Oloy Hassan

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Hamid is dismissed; and (b) the Chadian MA Appeal Committee decision is confirmed.

#### Main issue

The sole arbitrator reasons that a CAS panel must examine *ex officio* the admissibility of an appeal. Particularly, a CAS panel must declare an appeal inadmissible if it appears that the claims cannot serve the appellant's alleged interest. A claim is inadmissible if it lacks legal interest in relation to the challenged decision.

In addition, the sole arbitrator reasons that such legal interest does not exist if there is no advantage for the requesting party in obtaining a judgment in its favor. The appellant must provide the elements allowing the conclusion that sufficient interest exists. The interest in acting must exist when the appeal is filed as well as at the time that the decision is rendered.

The sole arbitrator notes that Hamid does not dispute that he does not hold the status of a Chadian MA member. He bases his legitimacy to challenge a decision taken in the name of the member association on the fact that he stood as a candidate for the presidency of its council. It is undeniable that this status gave him a direct and personal interest to act against any decision likely to compromise his chances of being elected to the desired position.

However, the sole arbitrator notes that this legitimacy is intrinsically linked to the existence and validity of his candidacy. Standing to sue requires the presence of a concrete and current link between Hamid's personal situation and the subject matter of the dispute. Once his candidacy was rejected, he lost the legal connection that justified his interest in challenging the member association's internal decisions as he is no longer part of its electoral process.

The sole arbitrator decides that Hamid does not have standing to sue regarding his request to set aside the decision taken by the Chadian MA extraordinary general assembly as the Chadian MA Appeal Committee validly rejected his candidacy to the member association's executive council.

# CAS 2025/A/11495

## Drogheda United FC v. UEFA

Reference number: [CAS 2025/A/11495](#)

Award date: 31 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Drogheda United FC</b>	 Ireland	 <b>Confederation</b> <b>Union des Associations Européennes de Football (UEFA)</b>	 Switzerland
<b>LEGAL TEAM</b> <b>Matthew Bennett</b>   Attorney-at-law in Manchester, United Kingdom <b>Philip Bonner</b>   Attorney-at-law in Manchester, United Kingdom <b>Jorge Ibarrola</b>   Attorney-at-law in Lausanne, Switzerland		<b>LEGAL TEAM</b> <b>Antonio Rigozzi</b>   Attorney-at-law in Geneva, Switzerland <b>Patrick Pithon</b>   Attorney-at-law in Geneva, Switzerland	
<b>PANEL</b>	<b>President.</b> <b>Kwajjo Adjepong</b> Attorney-at-law in London, United Kingdom	<b>Arbitrator.</b> <b>Philippe Sands KC</b> Professor of Law in London, United Kingdom	<b>Arbitrator.</b> <b>Fabio Iudica</b> Attorney-at-law in Milan, Italy

**CATEGORY****Other****ISSUES**

competition; multi-club ownership; regulations

**RELEVANT RULES & REGULATIONS**

SCC; art. 8  
 TFUE; arts. 101, 102  
 UEFA Club Licensing and Financial Sustainability Regulations; arts. 78, 79  
 UEFA Statutes; arts. 5, 26  
 UEFA UECL Regulations; arts. 4, 5

**LANGUAGE**

English

**KEYWORDS**

eligibility; MCO group; valid adoption

**CASE LAW CITED**

- » **Burden of proof, allocation:** CAS 2009/A/1909.
- » **Competition, participation:** CAS 2015/A/4097.

**ORIGIN**

UEFA Club Financial Control Body

**Main issue****Was the club compliant with UEFA UECL Regulations on 1 March 2025?**

No, the club was not compliant with UEFA UECL Regulations on 1 March 2025.

**CAS 2025/A/11495**Drogheda United FC v.  
UEFA**Before the Court of Arbitration for Sport**

- / **9 June 2025:** club filed statement of appeal
- / **9 July 2025:** club agreed to expedited proceedings
- / **9 June 2025:** club requested evidence production
- / **10 June 2025:** club filed appeal brief
- / **12 June 2025:** panel constituted
- / **14 June 2025:** confederation filed answer
- / **14 June 2025:** confederation filed evidence upon request
- / **14 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **14 June 2025:** panel decided to hold hearing
- / **16 June 2025:** panel held online hearing
- / **16 June 2025:** panel issued operative part
- / **31 October 2025:** panel issued award

## Background

The issue of multi-club ownership dates to the late 1990s. MCO arrangements pose a potential threat to the integrity of sporting competitions in terms of collusion, undue influence, and public perception. The confederation adopted a rule prohibiting clubs under the control or influence of the same entity or person from participating in the same UEFA competition on 19 May 1998.

The UEFA club competitions regulations govern the rights, duties and responsibilities of all parties involved in the preparation and organization of UEFA-based competitions. A specific version of the UEFA club competitions regulations is issued each season to govern the organization and conduct of each individual competition of each season, including the UEFA Conference League.

The confederation has maintained that the complexity in club ownership structures requires constant evaluation as the number of MCO structures in European leagues has continued to grow. The confederation states that it has become increasingly difficult for the UEFA Club Financial Control Body to conduct a thorough assessment of MCO compliance and for clubs to exercise their rights of appeal within appropriate timescales. As such, the confederation maintains that having a defined assessment date provides legal certainty and equality between clubs.

The UEFA UECL Regulations for the 2024/2025 season entered into force on 20 March 2024. The UEFA Club Financial Control Body informed all member associations through a Circular letter on 14 May 2024. The UEFA Administration proposed a change to the assessment date in September 2024.

The UEFA Executive Committee approved the change of the assessment date on 24 September 2024. The UEFA UECL Regulations for the 2025/2026 season contain a prohibition of MCOs under the heading “Integrity of the Competition/ multi-club ownership”. The confederation informed its member associations through a Circular letter on 7 October 2024.

A multi-club investment group based in the United States holds shares of four clubs, including the club since February 2024 and a Danish club since December 2024. Both are relevant to this case for having qualified to play the UEFA Conference League 2025/2026 on sporting merit.

The Irish member association failed to inform the club of the Circular letter. The Danish member association provided a copy of the Circular letter to the Danish club. UEFA published in October 2024 the Circular letter on its website, which is available to the public for download. The European Club Association informed its member clubs by email on 25 October 2024, which both clubs confirmed receipt.

The confederation formally adopted the UEFA UECL Regulations for the 2025/2026 season on 26 February 2025. Both clubs completed their MCO declarations on 12 March 2025 as part of their club information duties to be admitted to the UEFA Conference League. The clubs’ declarations included information regarding their: (i) group structures; (ii) ultimate controlling party; (iii) ultimate beneficiary; and (iv) any party with decisive influence.

**CAS 2025/A/11495****Drogheda United FC v.  
UEFA****Before the Court of Arbitration for  
Sport**

- / **9 June 2025:** club filed statement of appeal
- / **9 July 2025:** club agreed to expedited proceedings
- / **9 June 2025:** club requested evidence production
- / **10 June 2025:** club filed appeal brief
- / **12 June 2025:** panel constituted
- / **14 June 2025:** confederation filed answer
- / **14 June 2025:** confederation filed evidence upon request
- / **14 June 2025:** CAS Court Office forwarded order of procedure to the parties
- / **14 June 2025:** panel decided to hold hearing
- / **16 June 2025:** panel held online hearing
- / **16 June 2025:** panel issued operative part
- / **31 October 2025:** panel issued award

Both clubs reported that they were owned by the same entity, and that a different entity has ultimate control over both clubs. Both entities are part of the same multi-club investment group based in the United States. The counsel to the ultimate controlling party of both clubs contacted UEFA in April and May 2025, stating that it was keen to work with UEFA to resolve the MCO-related issue. Moreover, both clubs received the license necessary to enter UEFA club competitions by their respective member association in May 2025.

The UEFA Club Financial Control Body notified both clubs of the opening of proceedings regarding compliance with the UEFA UECL Regulations on 9 May 2025. Both clubs provided further observations on 16 May 2025. Particularly, the club provided the UEFA Club Financial Control Body with a list of measures it proposed to implement to ensure compliance with the MCO rule.

The UEFA Club Financial Control Body reporting member submitted his conclusions on 22 May 2025, stating that both clubs failed to comply with the UEFA UECL Regulations as of 1 March 2025. Moreover, he found that the measures proposed by the clubs and the multi-club investment group to ensure compliance with the MCO rule were belated.

The club submitted further observations to the UEFA Club Financial Control Body reporting member on 27 May 2025. The counsel to the ultimate controlling party of both clubs contacted the chair of the UEFA Club Financial Control Body on 1 June 2025 setting out the actions it and the club had undertaken to ensure compliance with the MCO rule.

The UEFA Club Financial Control Body rendered its decision on 5 June 2025, notifying the clubs on 6 June 2025. In short, the UEFA Club Financial Control Body found that the clubs failed to comply with the UEFA UECL Regulations art. 5 on the assessment date. As such, it rejected the club's admission to the UEFA Conference League.

The club filed its appeal with CAS requesting that the panel set aside the UEFA Club Financial Control Body decision. The confederation filed its answer requesting that the panel confirm the UEFA Club Financial Control Body decision.

## » CAS 2025/A/11495 Drogheda United FC v. UEFA

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is dismissed; and (b) the UEFA Club Financial Control Body decision is confirmed.

#### Main issue

The panel reasons that football clubs need to qualify based on sporting merit as well as comply with other preconditions, such as compliance with applicable regulations. Preserving the integrity of UEFA club competitions and the fundamental public perception of their fairness outweighs the prejudice that any club may suffer. That includes MCO rules, such as the one included in the UEFA UECL Regulations art. 5.

The panel notes that the club did not comply with the UEFA MCO rules on the validly adopted assessment date.

The panel decides that the club was not compliant with UEFA UECL Regulations on 1 March 2025.

# CAS 2025/A/11566

## FK DAC 1904, A.S. v. Union des Associations Européennes de Football (UEFA)

Reference number: [CAS 2025/A/11566](#)

Award date: 31 October 2025

Seat of arbitration: Lausanne, Switzerland



### APPELLANT



Club

FK DAC 1904, A.S.



Slovakia

#### LEGAL TEAM

**Louise Reilly SC** | Attorney-at-law in Lausanne, Switzerland  
**Adam Taylor** | Attorney-at-law in Lausanne, Switzerland  
**David Baker** | Attorney-at-law in Lausanne, Switzerland  
**Robert Kerslake** | Attorney-at-law in Lausanne, Switzerland  
**Riccardo Coppa** | Attorney-at-law in Lausanne, Switzerland  
**Christopher Nseka** | Attorney-at-law in Lausanne, Switzerland

### RESPONDENT



Confederation

Union des Associations Européennes de Football (UEFA)



Switzerland

#### LEGAL TEAM

**Antonio Rigozzi** | Attorney-at-law in Geneva, Switzerland  
**Patrick Pithon** | Attorney-at-law in Geneva, Switzerland  
**Fabrice Robert-Tissot** | Attorney-at-law in Geneva, Switzerland  
**Léa Steudler** | Attorney-at-law in Geneva, Switzerland

### PANEL

#### President.

**Mark A. Hovell**

Solicitor in Manchester, United Kingdom

#### Arbitrator.

**Bernhard Welten**

Attorney-at-law in Bern, Switzerland

#### Arbitrator.

**Raphaëlle Favre Schnyder**

Attorney-at-law in Zurich, Switzerland

### CATEGORY

**Other**

### ISSUES

competition; due process; multi-club ownership; regulations

### RELEVANT RULES & REGULATIONS

SCC: art. 63  
 SCO: art. 28  
 TFEU: art. 102  
 UEFA Statutes; art. 23(1)  
 UEFA UECL Regulations; art. 5

### LANGUAGE

English

### KEYWORDS

eligibility; MCO group; procedural formalities; valid adoption



### CASE LAW CITED

- » **EU competition law, dominant position:** CJUE C-333/21.
- » **EU competition law, legitimate restriction:** CJUE C-519/04.
- » **Due process, procedural formalities:** SFT 4A\_254/2023.
- » **Principles, proportionality:** ATF 134 III 193; CAS 2022/A/8709.
- » **Regulatory interpretation, association:** SFT 4A/600/2016; SFT 4A\_618/2020.
- » **Regulatory interpretation, circular:** CAS 2004/A/797; CAS 2018/A/5957.
- » **Regulatory interpretation, transitional period:** ATF 121 III 350; CAS 2014/A/3703.
- » **Regulatory interpretation, valid adoption:** SFT 4A\_600/2016; CAS 2021/A/7736; CAS 2022/A/8709.

### ORIGIN

UEFA Club Financial Control Body

### Main issue

**Was the club compliant with UEFA UECL Regulations on 1 March 2025?**

No, the club was not compliant with UEFA UECL Regulations on 1 March 2025.

**CAS 2025/A/11566****FK DAC 1904, A.S. v. Union des Associations Européennes de Football (UEFA)****Before the Court of Arbitration for Sport**

- / **3 July 2025:** club filed statement of appeal
- / **3 July 2025:** club agreed to expedited proceedings
- / **7 July 2025:** club filed appeal brief
- / **9 July 2025:** panel constituted
- / **11 July 2025:** panel decided to hold hearing
- / **11 July 2025:** confederation filed answer
- / **11 July 2025:** CAS Court Office forwarded order of procedure to the parties
- / **14 July 2025:** panel held online hearing
- / **31 October 2025:** panel issued award

## Background

The confederation has regulated clubs operating within MCO structures since 1998. The rationale being that the integrity of competitions is threatened by conflicts of interest arising out of clubs who: (a) operate under the direct or indirect control or influence of a single entity or individual; and (b) participate in the same UEFA club competition. UEFA regulates MCO structures via the applicable regulations for each UEFA club competition.

The club and a Hungarian club are part of the same MCO group as the same person hold key positions in both clubs. Both clubs intended to participate in the UEFA Conference League. As such, UECL Regulations require clubs to comply with MCO requirements by a specific date to be eligible to compete. The assessment date for men's UEFA club competitions for the 2024/2025 season was 3 June 2024.

The UEFA Administration proposed an amendment to the UEFA club competitions regulations in September 2024. According to such amendment, the assessment date would be brought forward to 1 March 2025 for the 2025/2026 season. The UEFA Executive Committee ratified and adopted the amendment on 24 September 2024. UEFA informed its 55 member associations on 7 October 2024.

The European Club Association emailed its member clubs the amendment on 25 October 2024. Both clubs are members of the European Club Association. Moreover, the European Club Association emailed on 25 October 2024 further information to certain clubs that it considered being part of MCO structures.

The chair of the UEFA Club Financial Control Body directly informed both clubs in December 2024 regarding the change of the assessment date. The confederation published its UEFA UECL Regulations in February 2025 and stated that it would take effect on 1 March 2025. The UEFA UECL Regulations art. 5 provided rules regarding integrity of competition and multi-club ownership.

The club and the Hungarian club submitted the required information to the confederation on 13 and 16 March 2025 respectively. This included information and declarations regarding their legal structures, persons with control, beneficial ownership, and influence. Both clubs declared that the same person held key positions on both clubs.

Particularly, the same person held the following positions in the club: (a) vice-president of the board of directors. In addition, such person held the following positions in the Hungarian club: (b) managing director; and (c) sole board member. Moreover, both clubs declared that such a person was involved in the management, administration and/or sporting performance of both clubs and that the person could exercise decisive influence in both clubs.

Furthermore, the club informed that another person was its indirect owner and ultimate beneficiary. In addition, the Hungarian club informed that such person's daughter was its indirect owner and ultimately controlled it. The daughter was also married to the person that held key positions in both clubs.

The UEFA Administration considered the MCO submissions and referred the matter to the UEFA Club Financial Control Body on 26 May 2025. Both clubs

**CAS 2025/A/11566****FK DAC 1904, A.S. v. Union des Associations Européennes de Football (UEFA)****Before the Court of Arbitration for Sport**

- / **3 July 2025:** club filed statement of appeal
- / **3 July 2025:** club agreed to expedited proceedings
- / **7 July 2025:** club filed appeal brief
- / **9 July 2025:** panel constituted
- / **11 July 2025:** panel decided to hold hearing
- / **11 July 2025:** confederation filed answer
- / **11 July 2025:** CAS Court Office forwarded order of procedure to the parties
- / **14 July 2025:** panel held online hearing
- / **31 October 2025:** panel issued award

submitted their written observations on 2 June 2025. The UEFA Club Financial Control Body rendered its decision on 26 June 2025, rejecting the club's admission to the UEFA Conference League.

The club filed its appeal with CAS requesting that the panel set aside the UEFA Club Financial Control Body decision. The confederation filed its answer requesting that the panel confirm the UEFA Club Financial Control Body decision.

## » CAS 2025/A/11566 FK DAC 1904, A.S. v. Union des Associations Européennes de Football (UEFA)

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is dismissed; and (b) the UEFA Club Financial Control Body decision is confirmed.

#### Main issue

The panel reasons that UEFA UECL Regulations art. 5.01(b) prohibits simultaneous involvement in management of more than one club.

The panel notes that the same person held key positions at the club and a Hungarian club by 1 March 2025.

The panel decides that the club was not compliant with UEFA UECL Regulations on 1 March 2025.

# CAS 2025/A/11604



## Crystal Palace Football Club v. Union des Associations Européennes de Football (UEFA), Nottingham Forest Football Club & Olympique Lyonnais

Reference number: [CAS 2025/A/11604](#)

Award date: 31 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Crystal Palace Football Club	 United Kingdom	 <b>Confederation</b> Union des Associations Européennes de Football (UEFA)	 Switzerland
<b>LEGAL TEAM</b> Louise Reilly SC   Barrister-at-law in Lausanne, Switzerland David Baker   Barrister-at-law in Lausanne, Switzerland Riccardo Coppa   Attorney-at-law in Lausanne, Switzerland Ian Mill KC   Barrister-at-law in London, United Kingdom Dominic Howells   Barrister-at-law in London, United Kingdom Marie Demetriou   Barrister-at-law in London, United Kingdom Alastair Richardson   Barrister-at-law in London, United Kingdom		<b>LEGAL TEAM</b> Antonio Rigozzi   Attorney-at-law in Geneva, Switzerland Patrick Pithon   Attorney-at-law in Geneva, Switzerland Benoît Keane   Attorney-at-law in Brussels, Belgium David Anderson KC   Barrister-at-law in London, United Kingdom	
PANEL		RESPONDENT	
<b>President.</b> Luigi Fumagalli Professor and Attorney-at-law in Milan, Italy		 <b>Club</b> Nottingham Forest Football Club	 United Kingdom
<b>Arbitrator.</b> Manfred Nan Attorney-at-law in Amsterdam, Netherlands		<b>LEGAL TEAM</b> Andrew Hunter KC   Barrister-at-law in London, United Kingdom Luka Krsljanin   Barrister-at-law in London, United Kingdom Richard Bush   Solicitor in London, United Kingdom Tiran Gunawardena   Solicitor in London, United Kingdom Victoria Boylett   Solicitor in London, United Kingdom	
<b>Arbitrator.</b> Olivier Carrard Attorney-at-law in Geneva, Switzerland		RESPONDENT	
		 <b>Club</b> Olympique Lyonnais	 France
		<b>LEGAL TEAM</b> Lukas Stocker   Attorney-at-law in Zurich, Switzerland	
AD HOC CLERK			
Alec Drion   CAS Clerk in Lausanne, Switzerland			

### CATEGORY

Other

### ISSUES

competition; multi-club ownership; regulations

### RELEVANT RULES & REGULATIONS

UEFA UEL Regulations; arts. 3, 5

### LANGUAGE

English

### KEYWORDS

eligibility; MCO group; valid adoption



### CASE LAW CITED

- » **Regulatory interpretation, association:** SFT 4A\_314/2017; CAS 2020/A/7331; CAS 2020/A/7356; CAS 2022/A/8915, 8918, 8919 & 8920 [editor's note: inference]; CAS 2024/A/10378.
- » **Regulatory interpretation, methods:** SFT 4A\_314/2017; CAS 2013/A/3047; CAS 2013/A/3365 & 3366; CAS 2020/A/7331; CAS 2021/A/7008 & 7009; CAS 2022/A/8915, 8918, 8919 & 8920 [editor's note: inference].

### ORIGIN

UEFA Club Financial Control Body

### Main issue

**Was Crystal Palace compliant with UEFA UEL Regulations on 1 March 2025?**

No, Crystal Palace was not compliant with UEFA UEL Regulations on 1 March 2025.

**CAS 2025/A/11604****Crystal Palace Football Club v. Union des Associations Européennes de Football (UEFA), Nottingham Forest Football Club & Olympique Lyonnais****Before the Court of Arbitration for Sport**

- / **21 July 2025:** Crystal Palace filed statement of appeal
- / **21 July 2025:** Crystal Palace agreed to expedited proceedings
- / **21 July 2025:** Crystal Palace requested evidence production
- / **21 July 2025:** Crystal Palace requested evidence production during hearing
- / **22 July 2025:** Nottingham Forest agreed to expedited proceedings
- / **22 July 2025:** Lyon agreed to expedited proceedings
- / **24 July 2025:** confederation objected to evidence production
- / **24 July 2025:** Nottingham Forest objected to evidence production
- / **25 July 2025:** Crystal Palace filed appeal brief
- / **25 July 2025:** Crystal Palace filed submission
- / **25 July 2025:** panel constituted
- / **25 July 2025:** *ad hoc* clerk appointed
- / **27 July 2025:** confederation filed comments
- / **28 July 2025:** Nottingham Forest filed comments
- / **29 July 2025:** evidence production denied
- / **1 August 2025:** Lyon filed submission
- / **4 August 2025:** Crystal Palace filed translated evidence
- / **5 August 2025:** confederation filed answer
- / **5 August 2025:** Nottingham Forest filed answer
- / **5 August 2025:** Lyon filed answer
- / **6 August 2025:** CAS Court Office forwarded order of procedure to the parties
- / **6 August 2025:** evidence production during hearing partially granted
- / **8 August 2025:** panel held hybrid hearing

**Background**

The UEFA Club Financial Control Body sent a letter to member associations regarding the UEFA club competition regulations for the 2024/2025 season on 14 May 2024. The confederation published a Circular letter on 7 October 2024 informing its member associations of the approval of a new assessment date for multi-club ownership criteria.

Crystal Palace and Lyon submitted to the UEFA Administration and to the UEFA Club Financial Control Body their respective documents pertaining to their: (i) legal group structure; (ii) ultimate controlling party; (iii) ultimate beneficiary; and (iv) any party with significant or decisive influence over the clubs.

Crystal Palace's MCO declaration stated that an American person who was its majority shareholder and representative was part of its board of directors. Moreover, it stated that the American person had ownership interest, voting rights or membership, or any other involvement or influence in the management, administration and sporting performance of the club. Furthermore, it indicated that a company had control or decisive influence over the club.

Lyon's MCO declaration states that the same American person was its ultimate controlling party and ultimate beneficiary. Moreover, the American person was the club's president and had ownership interest, voting rights or membership, or any other involvement or influence in the management, administration and sporting performance of the club. Furthermore, it indicated that the same company had control or decisive influence over the club.

The UEFA Club Financial Control Body opened proceedings against Crystal Palace and Lyon on 26 May 2025. Crystal Palace provided additional documentation regarding its structure as of 1 March 2025 on 28 May 2025. The UEFA Club Financial Control Body reporting member submitted his conclusions on 29 May 2025, establishing that both Crystal Palace and Lyon failed to comply with the UEFA UEL Regulations art. 5 (UEFA MCO rules) due to the American person's involvement in both clubs and the control or decisive influence that the same company exercised in both clubs.

Crystal Palace submitted its observations to the UEFA Club Financial Control Body reporting member on 2 June 2025, detailing its structure prior and following the American person's investment. Crystal Palace maintained that it was not part of an MCO model and requested reconsideration.

The UEFA Club Financial Control Body requested Crystal Palace to provide additional information and documents on 10 June 2025. Crystal Palace provided the requested information and documents on 16 June 2025. The American person provided the UEFA Club Financial Control Body on 19 June 2025 with an engagement letter dated 4 June 2024 by means of which the company engaged an advisory service for a potential sale of the American person's shares in Crystal Palace.

Crystal Palace informed the UEFA Club Financial Control Body on 25 June 2025 that the company had agreed to sell the entirety of its shares to another person and that a share purchase agreement had been concluded under a deal that had been in negotiations since November 2024. Furthermore, Crystal Palace argued

**CAS 2025/A/11604****Crystal Palace Football Club v. Union des Associations Européennes de Football (UEFA), Nottingham Forest Football Club & Olympique Lyonnais****Before the Court of Arbitration for Sport****/ 11 August 2025:** panel issued operative part**/ 31 October 2025:** panel issued award

that it should not be considered to be in breach of the UEFA MCO rules.

The UEFA Club Financial Control Body rendered the operative part of its decision on 11 July 2025, accepting Lyon's admission to the 2025/2026 UEFA Europa League and rejecting Crystal Palace's admission to it. The UEFA Club Financial Control Body notified its decision's grounds on 14 July 2025.

Crystal Palace filed its appeal with CAS requesting that the panel set aside the UEFA Club Financial Control Body decision. The confederation and Nottingham Forest filed their respective answers requesting that the panel confirm the UEFA Club Financial Control Body decision. Lyon filed its answer requesting that the panel confirm that it is admitted to the 2025/2026 UEFA Europa League.

## » CAS 2025/A/11604 Crystal Palace Football Club v. Union des Associations Européennes de Football (UEFA), Nottingham Forest Football Club & Olympique Lyonnais

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Crystal Palace is dismissed; and (b) the UEFA Club Financial Control Body decision is confirmed.

#### Main issue

The panel reasons that the issue of the potential threat to the integrity of sporting competitions in terms of collusion, undue influence and public perception caused by the existence of MCO structures in European football came to the attention of the confederation in the late 1990s. As such, it became the object of specific provisions in the regulations governing the UEFA club competitions.

The panel further reasons that UEFA UEL Regulations art. 5(01) provides for three categories of MCO criteria. The occurrence of each of the three situations is sufficient to establish the existence of a MCO situation and to trigger the consequences contemplated to ensure the integrity of the UEFA club competitions.

The panel notes that the club did not comply with the UEFA MCO rules on the validly adopted assessment date.

The panel decides that Crystal Palace was not compliant with UEFA UEL Regulations on 1 March 2025.

# TAS 2024/A/10814

## Club Deportivo Linaje FC c. El Equipo del Pueblo S.A. Deportivo Independiente Medellín

Reference number: [TAS 2024/A/10814](#)

Award date: 31 October 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Club Deportivo Linaje FC	 Colombia	 <b>Club</b> El Equipo del Pueblo S.A. Deportivo Independiente Medellín	 Colombia
<b>LEGAL TEAM</b> Santiago Casares   Attorney-at-law in Buenos Aires, Argentina Rafael Trevisán   Attorney-at-law in Buenos Aires, Argentina		<b>LEGAL TEAM</b> Melanie Schärer   Attorney-at-law in Pfäffikon, Switzerland	
<b>PANEL</b>	<b>President.</b> Vitor Butruce Attorney-at-law in Rio de Janeiro, Brazil	<b>Arbitrator.</b> Agustin Fattal Jaef Attorney-at-law in Rosario, Argentina	<b>Arbitrator.</b> Michele A. R. Bernasconi Attorney-at-law in Zurich, Switzerland

### CATEGORY

**Employment, Status & Transfer**

### ISSUES

transfer

### RELEVANT RULES & REGULATIONS

Colombian MA RSTP; arts. 2, 5, 6, 10, 11, 12, 14, 15, 15bis, 30, 34, 35  
FIFA RSTP; art. 18bis  
SCO; arts. 18, 20, 104

### LANGUAGE

Spanish

### KEYWORDS

breach of contract; sell-on; transfer contract

### CASE LAW CITED

- » **Contractual interpretation, parties' intention:** TAS 2013/A/3343; TAS 2016/A/4379; TAS 2021/A/7909.
- » **Economic rights, rationale:** TAS 2019/A/6524.
- » **Sell-on, calculation:** TAS 2012/A/2875; TAS 2014/A/3508; TAS 2016/A/4669.
- » **Sell-on, player's transfer:** TAS 2010/A/2098; TAS 2017/A/5213; TAS 2019/A/6525.
- » **Sell-on, rationale:** TAS 2007/A/1219.
- » **Third-party influence, requirements:** TAS 2017/A/5463; TAS 2018/A/6027; TAS 2020/A/7016; TAS 2020/A/7414; TAS 2021/A/8076.
- » **Transfer agreement, registration before MA:** TAS 2019/A/6524.
- » **Transfer agreement, third-party influence:** TAS 2021/A/8076.

### ORIGIN

Colombian MA NDRC

### Main issue

**Is Linaje entitled to receive the sell-on for the player's transfer to the American league?**

Yes, Linaje is entitled to receive the sell-on for the player's transfer to the American league.

**TAS 2024/A/10814****Club Deportivo Linaje FC c. El  
Equipo del Pueblo S.A. Deportivo  
Independiente Medellín****Before the Court of Arbitration for  
Sport**

- / **20 August 2024:** Linaje filed statement of appeal
- / **20 September 2024:** Linaje filed appeal brief
- / **4 November 2024:** Independiente Medellín filed answer
- / **19 November 2024:** panel constituted
- / **20 February 2025:** panel decided to hold hearing
- / **16 April 2025:** CAS Court Office forwarded order of procedure to the parties
- / **24 April 2025:** panel held online hearing
- / **31 October 2025:** panel issued award

## Background

The parties signed a transfer agreement on 22 August 2018, according to which Linaje was entitled to receive a sell-on fee. The club entered into a private agreement regarding the training compensation of two players on 9 November 2022, including the player who transferred from Linaje to Independiente Medellín in accordance with the transfer agreement.

Independiente Medellín entered into a transfer agreement with an American league for a fixed fee payable in two instalments, triggering the sell-on clause in the transfer agreement dated 22 August 2018. MLS had to pay the first instalment to Independiente Medellín, and the second instalment to an Argentinean club to which the Independiente Medellín had loaned the player.

Both Independiente Medellín and the Argentinean club agreed to pay an agent for his services. The player was further entitled to receive 8% for his transfer to the American league under the Colombian MA RSTP.

Linaje sent a notice to Independiente Medellín on 29 July 2022, requesting access to the transfer agreement and other related documents. Independiente Medellín replied on 17 August 2022 and submitted the documents to Linaje.

Independiente Medellín informed Linaje on 25 August 2022 that it had received the first instalment and requested an invoice, paying the relevant amount on 31 August 2022. Independiente Medellín further submitted an explanatory note on the same date in which it explained the transfer's overall structure.

Linaje sent a letter to Independiente Medellín on 23 September 2022 in which it disagreed with the calculation of the sell-on fee it was due to receive. Linaje sent a default notice to Independiente Medellín on 1 February 2023.

Linaje filed a claim before the Colombian MA NDRC against Independiente Medellín for breach of contract on 13 March 2023, requesting the remainder of the sell-on fee it believed that Independiente Medellín owed. The Colombian MA NDRC dismissed Linaje's claims on 18 March 2024.

Linaje filed an appeal before the Colombian MA NDRC on 21 March 2024. The Colombian MA NDRC rendered its decision on 24 July 2024, confirming the previous decision. The Colombian MA NDRC notified its decision's grounds on 30 July 2024.

Linaje filed its appeal with CAS requesting that the panel set aside the Colombian MA NDRC decision. Independiente Medellín filed its answer requesting that the panel confirm the Colombian MA NDRC decision.

## » TAS 2024/A/10814 Club Deportivo Linaje FC c. El Equipo del Pueblo S.A. Deportivo Independiente Medellín

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Linaje is partially upheld; and (b) the Colombian MA NDRC decision is set aside.

#### Main issue

The panel reasons that a sell-on clause is standard practice in the world of professional football. The sell-on clause allows the transferring club to benefit from a later increase in the value of the player while allowing the receiving club to pay a lower transfer fee. In short, the parties divide the consideration to be paid by the receiving club into two components: (i) a fixed fee; and (ii) a variable fee, payable to the transferring club in the event of a subsequent transfer of the player to a third club. In addition, the parties may provide for specific formulae to be applied to the sell-on fee's calculation.

The panel notes that the clubs agreed to include a sell-on clause in the transfer agreement. Independiente Medellín later transferred the player to a third club. As such, the subsequent transfer triggered the sell-on fee due by Independiente Medellín to Linaje. In addition, Linaje is not entitled to receive the sell-on fee concerning the amount assigned by Independiente Medellín to the Argentinean club as provided for in the transfer agreement between Linaje and Independiente Medellín.

The panel decides that Linaje is entitled to receive the sell-on for the player's transfer to the American league.

# TAS 2024/A/11036

## Óscar Zambrano Preciado c. Confederación Sudamericana de Fútbol (CONMEBOL)

Reference number: [TAS 2024/A/11036](#)

Award date: 7 November 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>Player</b> <b>Óscar Zambrano Preciado</b>	 Ecuador	 <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 André Sica   Attorney-at-law in São Paulo, Brazil Pedro Henrique Mendonça   Attorney-at-law in São Paulo, Brazil Ariel Reck   Attorney-at-law in Buenos Aires, Argentina Santiago Barragán   Attorney-at-law in Quito, Ecuador		<b>LEGAL TEAM</b> Josep Francesc Vandellós   Attorney-at-law in Valencia, Spain Saksham Samarth   Attorney-at-law in Valencia, Spain Ana Cortés Bendicho   Attorney-at-law in Valencia, Spain Irene Aguiar   Attorney-at-law in Valencia, Spain	
<b>PANEL</b>	<b>President.</b> <b>Jaime Castillo</b> Attorney-at-law in Mexico City, Mexico	<b>Arbitrator.</b> <b>Gustavo Albano Abreu</b> Professor in Buenos Aires, Argentina	<b>Arbitrator.</b> <b>Alexander McLin</b> Attorney-at-law in Lausanne, Switzerland

### CATEGORY

Other

### ISSUES

doping

### RELEVANT RULES & REGULATIONS

CAS Code; art. R57  
 CONMEBOL Anti-Doping Regulations;  
 arts. 6, 7, 20, 23, 29

### LANGUAGE

Spanish

### KEYWORDS

athlete's diligence; proportionality

### CASE LAW CITED

- » **Doping, athlete's degree of responsibility:** CAS 2013/A/3327 & 3335; CAS 2021/A/7983 & 8059.
- » **Doping, athlete's diligence:** CAS 2012/A/2756; TAS 2013/A/3327 & 3335; CAS 2017/A/5301 & 5302; TAS 2017/A/5015 & 5110; TAS 2023/A/9376.



### ORIGIN

CONMEBOL Disciplinary Committee

### Main issue

**Does the player's degree of responsibility amount to a normal degree of fault?**

Yes, the player's degree of responsibility amounts to normal degree of fault.

**TAS 2024/A/11036****Óscar Zambrano Preciado c.  
Confederación Sudamericana de  
Fútbol (CONMEBOL)****Before the Court of Arbitration for  
Sport**

- / **25 November 2024:** player filed statement of appeal
- / **25 November 2024:** player requested stay
- / **25 November 2024:** player requested expedited proceedings
- / **2 December 2024:** confederation objected stay
- / **2 December 2024:** confederation agreed expedited proceedings
- / **3 December 2024:** player withdrew request for stay
- / **18 December 2024:** player filed appeal brief
- / **16 January 2025:** panel constituted
- / **24 January 2025:** panel decided to hold hearing
- / **3 February 2025:** confederation filed answer
- / **5 February 2025:** CAS Court Office forwarded order of procedure to the parties
- / **13 March 2025:** panel held online hearing
- / **31 March 2025:** panel issued operative part
- / **7 November 2025:** panel issued award

## Background

The player underwent out of competition doping control on 19 February 2024 in Quito, Ecuador under the confederation's authority. The player underwent a second doping control on 22 February 2024, after a match for the CONMEBOL Recopa 2024. A WADA-accredited laboratory informed the confederation on 5 March 2024 that the player's first doping control resulted in an adverse analytical finding and on 7 March 2024 that the player's second doping control resulted in the same adverse analytical finding.

The confederation's anti-doping unit notified the confederation's disciplinary unit on 14 March 2024 and the player on 15 March 2024. The analysis of the player's B samples resulted in the same adverse analytical findings on 6 May 2024.

The confederation's disciplinary unit imposed a provisional sanction on the player on 16 August 2024. The CONMEBOL Disciplinary Committee rendered its decision on 4 November 2024, sanctioning the player with a 16-month suspension. The CONMEBOL Disciplinary Unit notified its decision's grounds on 13 November 2024.

The player filed his appeal with CAS requesting that the panel set aside the CONMEBOL Disciplinary Committee decision. The confederation filed its answer requesting that the panel confirm the CONMEBOL Disciplinary Committee decision.

## » TAS 2024/A/11036 Óscar Zambrano Preciado c. Confederación Sudamericana de Fútbol (CONMEBOL)

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the player is partially upheld; and (b) the CONMEBOL Disciplinary Committee decision is amended.

#### Main issue

The panel reasons that the burden of proof regarding the existence of specific facts lies with the party invoking it and seeking the recognition of a right based on such fact. An athlete must provide sufficient evidence regarding his/her degree of responsibility under fault or negligence.

In addition, the panel reasons that it is helpful to consider both the objective and the subjective level of fault of the player to determine into which category of fault a particular case might fall. The objective element describes what standard of care could have been expected from a reasonable person in the athlete's situation. The subjective element describes what could have been expected from that athlete, considering his personal capacities.

Moreover, the panel reasons that the objective element should be foremost in determining which of the three relevant categories of the athlete's degree of responsibility that the case falls. The subjective element can be used to move a particular athlete up or down within that category.

As such, the panel reasons that it is objectively reasonable to expect that an athlete will: (i) read the label of the product to be consumed; (ii) compare the product's ingredients with the list of prohibited substances; (iii) conduct an internet search or use other means to ascertain the nature and characteristics of the product; (iv) ensure that the product has been obtained from a reliable source; and (v) consult with experts before consuming the product.

The panel further reasons that the subjective criteria applicable to ascertaining an athlete's degree of responsibility entails: (i) the age and/or experience of the athlete; (ii) language or environmental difficulties faced by the athlete; (iii) the extent of the anti-doping education received by the athlete; and (iv) other personal incapacities, including suffering from a high level of stress.

The panel notes that the player has the burden of proof. It is undisputed that the player took Chlorthalidone, and the player discharged his burden of proving that he took the medication as an urgent measure relating to his health due to allergies.

In addition, the panel notes that the player did not act with sufficient diligence under what is objectively reasonable to expect from him. Particularly, the player's symptoms reached a threshold that would have prevented him from reflecting on the potential consequences of taking a medication he did not know only after having taken such a medication. He was not in a situation of suffocation, nor in fear for his life at the time.

Moreover, the panel notes that the following facts must be considered when deciding the appropriate period of suspension under a normal degree of fault: (i) the player's age at the time (19 years old); (ii) the player's limited access to formal education; (iii) the player's limited access to anti-doping education; (iv) the fact that he received the recommendation of the specific medication from a health professional; and (v) the fact that the player was under a stressful situation.

The panel decides that the player's degree of responsibility amounts to normal degree of fault under the objective criteria. However, it must be categorized at the lowest end of the scale of a normal degree of fault based on the subjective criteria.

# CAS 2024/A/10861




## WADA v. Egyptian Anti-Doping Organisation & Ramadan Sobhi Ahmed

Reference number: [CAS 2024/A/10861](#)

Award date: 26 November 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
<b>ADO</b> <b>World Anti-Doping Agency</b>	 Canada	<b>NADO</b> <b>Egyptian Anti-Doping Organisation</b>	 Egypt
<b>LEGAL TEAM</b> Ross Wenzel   WADA's general counsel in Montreal, Canada Nicolas Zbinden   Attorney-at-law in Lausanne, Switzerland Robert Kerslake   Attorney-at-law in Lausanne, Switzerland		<b>LEGAL TEAM</b> Iman Gomaa   EADO's CEO in Cairo, Egypt Mahmoud Assem   Prosecutor in Cairo, Egypt	
SOLE ARBITRATOR		RESPONDENT	
Jordi López Batet   Attorney-at-law in Barcelona, Spain		<b>Player</b> <b>Ramadan Sobhi Ahmed</b>	 Egypt
		<b>LEGAL TEAM</b> Hani Fadl Zahran   Attorney-at-law in New Cairo, Egypt Mostafa Abdelhamid   Attorney-at-law in New Cairo, Egypt Yassin Zahran   Attorney-at-law in New Cairo, Egypt	

**CATEGORY**

Other

**ISSUES**

admissibility; doping

**RELEVANT RULES & REGULATIONS**CAS Code; art. R56  
Egyptian ADR; arts. 2, 3, 10**LANGUAGE**

English

**KEYWORDS**attempted use of a prohibited method;  
counterclaim**CASE LAW CITED**» **Appeal, counterclaim:** CAS  
2019/A/6490; CAS 2020/A/6753;  
CAS 2024/A/10519.**ORIGIN**

Egyptian Anti-Doping Hearing Panel

**Main issue n.1****Is the player's claim for compensation admissible?**

No, the player's claim for compensation is inadmissible.

**Main issue n.2****Did the player commit an ADRV?**

Yes, the player committed an ADRV.

**CAS 2024/A/10861****WADA v. Egyptian Anti-Doping  
Organisation & Ramadan Sobhi  
Ahmed****Before the Court of Arbitration for  
Sport**

- / **11 September 2024:** ADO filed statement of appeal
- / **16 October 2024:** ADO filed appeal brief
- / **6 November 2024:** NADO filed answer
- / **16 November 2024:** player filed answer
- / **16 November 2024:** player objected jurisdiction
- / **29 November 2024:** ADO requested 2<sup>nd</sup> round submissions
- / **9 December 2024:** sole arbitrator appointed
- / **6 January 2025:** 2<sup>nd</sup> round submissions granted
- / **21 January 2025:** ADO filed submission
- / **7 February 2025:** player filed submission
- / **28 February 2025:** sole arbitrator decided to hold hearing
- / **March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **19 May 2025:** sole arbitrator held hybrid hearing
- / **19 May 2025:** player requested evidence production at hearing
- / **19 May 2025:** evidence production denied
- / **26 November 2025:** sole arbitrator issued award

## Background

The player underwent an out-of-competition doping control during a training session on 21 August 2023. The player provided two urine samples due to low specific gravity, with an hour and a half difference between each other. The player requested to provide urine samples while sitting in the toilet both times as he was suffering from diarrhea. The DCO allowed the player to do so.

The WADA-accredited laboratory in Barcelona reported an atypical finding in the player's first sample due to tampering or attempted tampering as the urine was not consistent with human urine. The second sample returned a negative result with a small concentration of the metabolite of a substance prohibited in-competition.

The NADO raised questions to the DCO on 29 February 2024, during the investigation of the atypical finding in respect of the player's first sample, and on 17 March 2024. The DCO replied that it was possible that the player had taken water from the toilet to fill the sample collection vessel when providing the first sample.

The NADO notified the player of a potential ADRV on 26 March 2024. The player denied having committed any ADRV. The NADO charged the player on 26 May 2024 and imposed a provisional suspension on him. The player requested that the charges be dismissed and the provisional suspension to be lifted on 2 June 2024.

The Egyptian Anti-Doping Hearing Panel conducted hearings on 9 June 2024 and 29 June 2024, rendering its decision on 16 July 2024. In short, it accepted the player's requests. The Egyptian Anti-Doping Hearing Panel notified its decision's grounds on 30 July 2024.

The Egyptian Anti-Doping Hearing Panel notified its decision's grounds to the ADO on 31 July 2024. The ADO requested the case file from the NADO on 14 August 2024. The NADO provided the case file to the ADO on 21 August 2024. The ADO wrote to the NADO on 22 August 2024, requesting the LDP for the first sample. The NADO provided the player's first sample LDP to the ADO on 26 August 2024.

The ADO filed its appeal with CAS requesting that the sole arbitrator set aside the Egyptian Anti-Doping Hearing Panel decision. The NADO and the player filed their respective answers requesting that the sole arbitrator confirm the Egyptian Anti-Doping Hearing Panel decision. In addition, the player requested compensation in his answer.

## » CAS 2024/A/10861 WADA v. Egyptian Anti-Doping Organisation & Ramadan Sobhi Ahmed

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the player's claim for compensation is inadmissible; (b) the appeal filed by the ADO is upheld; and (c) the Egyptian Anti-Doping Hearing Panel decision is set aside.

#### Main issue n.1

The sole arbitrator reasons that counterclaims are not admissible in CAS appeals proceedings.

The sole arbitrator notes that the player requested compensation in his answer, which is considered a counterclaim.

The sole arbitrator decides that the player's claim for compensation is inadmissible.

#### Main issue n.2

The sole arbitrator reasons that the use or attempted use of a prohibited method is an ADRV under the Egyptian ADR art. 2(2). Tampering or attempting to tamper, to alter the integrity and validity of samples collected during doping control is a prohibited method. As such, it includes sample substitution and/or adulteration.

The sole arbitrator notes that the evidence available proves to his comfortable satisfaction that the player tampered with the integrity and validity of the first urine sample collected during the doping control.

The sole arbitrator decides that the player committed an ADRV.

# TAS 2023/A/10234

## Sociedad Deportiva Aucas vs. Federación Ecuatoriana de Fútbol y CONMEBOL

Reference number: [TAS 2023/A/10234](#)

Award date: 26 November 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> Sociedad Deportiva Aucas	 Ecuador	 <b>Member association</b> Federación Ecuatoriana de Fútbol (FEF)	 Ecuador
LEGAL TEAM Enric Ripoll González   Attorney-at-law in Miami, USA		LEGAL TEAM Luis Játiva Jácome   Attorney-at-law in Guayaquil, Ecuador	
PANEL		RESPONDENT	
<b>President.</b> Ernesto Gamboa Morales Attorney-at-law in Bogotá, Colombia		 <b>Confederation</b> Confederación Sudamericana de Fútbol (CONMEBOL)	 Paraguay
<b>Arbitrator.</b> Maite Nadal Charco Attorney-at-law in Madrid, Spain		LEGAL TEAM Ana Cortés Bendicho   Attorney-at-law in Valencia, Spain Josep Vandellós Alamilla   Attorney-at-law in Valencia, Spain Saksham Samarth   Attorney-at-law in Valencia, Spain	
<b>Arbitrator.</b> José Juan Pintó Sala Attorney-at-law in Barcelona, Spain			

### CATEGORY

#### Governance

### ISSUES

admissibility; jurisdiction; *locus standi*

### RELEVANT RULES & REGULATIONS

CAS Code; arts. R47, R49

CONMEBOL Statutes; art. 62

Ecuadorian MA Statutes; arts. 71, 94

### LANGUAGE

Spanish

### KEYWORDS

appealable decision; denial of justice; lack of jurisdiction; mandatory joinder; standing to be sued; time limit

### CASE LAW CITED

- » **Appeal, *dies a quo*:** CAS 2007/A/1413; CAS 2016/A/4814; CAS 2017/A/5475.
- » **Appeal, time limit:** TAS 2022/A/9056.
- » **Applicable law, procedural rules:** CAS 2017/A/5003; CAS 2020/A/7144.
- » **Decision, essential elements:** TAS 2017/A/5326.
- » **Jurisdiction, denial of justice:** ATF 119 I 311; ATF 107 I 160; TAS 2005/A/899; CAS 2005/A/944.



### ORIGIN

Ecuadorian MA

#### Main issue n.1

**Does CAS have jurisdiction to hear the appeal against the confederation?**

No, CAS does not have jurisdiction to hear the appeal against the confederation.

#### Main issue n.2

**Is the club's appeal against the member association admissible?**

No, the club's appeal against the member association is inadmissible.

**TAS 2023/A/10234****Sociedad Deportiva Aucas vs. Federación Ecuatoriana de Fútbol y CONMEBOL****Before the Court of Arbitration for Sport**

- / **15 December 2023:** club filed statement of appeal
- / **21 December 2023:** club filed appeal brief
- / **4 January 2024:** proceedings suspended for mediation
- / **30 April 2024:** suspension lifted
- / **11 June 2024:** panel constituted
- / **11 June 2024:** member association objected jurisdiction
- / **11 June 2024:** member association filed answer
- / **20 June 2024:** club requested 2<sup>nd</sup> round submissions
- / **21 June 2024:** confederation objected jurisdiction
- / **21 June 2024:** confederation filed answer
- / **21 June 2024:** member association objected 2<sup>nd</sup> round submissions
- / **26 June 2024:** confederation objected 2<sup>nd</sup> round submissions
- / **17 September 2024:** 2<sup>nd</sup> round submissions denied
- / **2 October 2024:** club filed comments upon request
- / **7 November 2024:** club requested evidence production
- / **13 November 2024:** member association objected
- / **27 November 2024:** evidence production denied
- / **27 November 2024:** panel decided to hold hearing
- / **4 December 2024:** club requested evidence production during hearing
- / **5 December 2024:** confederation objected
- / **5 December 2024:** member association objected
- / **10 December 2024:** club filed comments
- / **10 December 2024:** panel postponed hearing
- / **10 December 2024:** 2<sup>nd</sup> round submissions granted
- / **17 January 2025:** club filed submission
- / **19 February 2025:** member association filed submission
- / **19 February 2025:** confederation filed submission
- / **19 March 2025:** club filed new evidence
- / **21 March 2025:** panel held online CMC
- / **30 April 2025:** CAS Court Office forwarded order of procedure to the parties
- / **25 June 2025:** panel held hybrid hearing
- / **26 November 2025:** panel issued award

**Background**

CONMEBOL granted a bonus for each member association affiliated with it on 14 December 2021. Each member association had discretion to assign the bonus amount to up to two prizes for the member association's competitions for the 2022 season. The confederation published this information on its website on 22 December 2021.

The member association assigned on 22 April 2022 the amount to the champion of the Copa Ecuador of the 2022 season. The confederation sent a circular letter on 13 June 2022 requesting information regarding the assignment of the bonus. The confederation issued further regulations governing the assignment of the bonus on 27 June 2022.

The member association submitted the requested information to the confederation on 30 June 2022. The confederation and the member association exchanged further information from 28 July 2022 to 28 September 2022. Another Ecuadorian club won the Copa Ecuador Ecuabet 2022 on 8 November 2022 and the club won the LigaPro Betcris 2022 on 13 November 2022.

The club requested information from the confederation on 12 July 2023. The confederation replied to the club's request on the same date. The club and the confederation exchanged correspondence on 16 August 2023 and 23 August 2023. The club requested information from the member association on 19 October 2023. The club reiterated its request on 3 November 2023.

The club filed its appeal with CAS requesting that the panel set aside the member association decision. The member association and the confederation filed their respective answers, *inter alia*, objecting to the CAS jurisdiction.

## » TAS 2023/A/10234 Sociedad Deportiva Aucas vs. Federación Ecuatoriana de Fútbol y CONMEBOL

### MAIN LEGAL FINDINGS

The panel decided that: (a) CAS does not have jurisdiction to hear the appeal against CONMEBOL; and (b) the appeal filed by the club against the member association is inadmissible.

#### Main issue n.1

The panel reasons that a denial of justice arises when: (i) an entity refuses to issue a decision without any justification; (ii) a party did not have access to a decision that should have been notified to such party; or (iii) a party was unable to exercise its right to be heard because the entity did not issue or communicate a decision.

The panel notes that there is no decision rendered by the confederation regarding the substantive scope of the appeal. Moreover, the confederation addressed the club's request in full. As such, there is no denial of justice by the confederation. I.e., CAS does not have jurisdiction.

The panel decides that CAS does not have jurisdiction to hear the appeal against the confederation.

#### Main issue n.2

The panel reasons that an appeal is admissible if the appellant complied with the applicable time limit. Formal denial of justice enables the jurisdiction of CAS while not suspending indefinitely the time limit for appeal. The *dies a quo* for calculating the applicable time limit for filing an appeal in denial of justice cases must be analyzed considering the circumstances of each case. As such, the appellant's sufficient material knowledge of the appealable decision is key.

The panel notes that the club had 21 days from 23 August 2023 to file its appeal before CAS as it had sufficient material knowledge of the appealable decision rendered by the member association. The club filed its statement of appeal on 15 December 2023. As such, the club did not comply with the applicable time limit to appeal.

The panel decides that the club's appeal against the member association is inadmissible.

## Other landmark cases

Court of Arbitration for Sport

**01**

Non-football

**02**

Swiss Federal Tribunal

**FIFA**<sup>®</sup>

Quarterly Report on CAS Football Awards

Other landmark cases

# Court of Arbitration for Sport | Non-football







**CAS 2022/A/8856****Table Tennis Federation of Russia  
v. European Table Tennis Union**Reference number: [CAS 2022/A/8856](#)

Award date: 26 September 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Member association</b> <b>Table Tennis Federation of Russia</b>	 Russia	 <b>Confederation</b> <b>European Table Tennis Union</b>	 Luxembourg
<b>LEGAL TEAM</b> SILA International Lawyers in Valencia, Spain <b>Ivan Bykovskiy</b>   Counsel <b>Yury Zaytsev</b>   Counsel <b>Mikhail Prokopets</b>   Counsel <b>Inga Agoshkova</b>   Counsel		<b>LEGAL TEAM</b> RBMS – Rodrigues Bastos, Magalhães e Silva & Associados in Porto, Portugal <b>Tiago Rodrigues Bastos</b>   Attorney-at-law <b>Jose Ricardo Gonçalves</b>   Attorney-at-law <b>Sergio Castanheira</b>   Attorney-at-law <b>David Valente Bastos</b>   Attorney-at-law	
<b>PANEL</b>		<b>President.</b> <b>James Drake KC</b> Barrister in London, United Kingdom	<b>Arbitrator.</b> <b>Bernhard Welten</b> Attorney-at-law in Bern, Switzerland
		<b>Arbitrator.</b> <b>João Nogueira Da Rocha</b> Attorney-at-law in Lisbon, Portugal	

**CATEGORY****Governance****ISSUES**

admissibility; competition

**RELEVANT RULES & REGULATIONS**

CAS Code; arts. R31, R47, R49, R56, R57  
 Convention for the Protection of Human Rights and Fundamental Freedoms, prot. no 12; art. 1  
 ECHR; art. 14  
 ETTU Club Competitions Men; art. J(5)(8)  
 ETTU Constitution; arts. 1, 2, 5, 8  
 ETTU Regulations, annexe B; arts. 1, 2, 3  
 IOC Charter; arts. 3, 4, 5, 6  
 Universal Declaration of Human Rights; arts. 2, 7, 12, 29, 30

**LANGUAGE**

English

**KEYWORDS**

ban; participation; time limit

**CASE LAW CITED**

- » **Applicable law, international treaties:** CAS 2011/A/2426.
- » **De novo review, procedural flaws:** CAS 2016/A/4648.
- » **Hearing, defaulting party:** CAS 2019/A/6463.
- » **Principles, venire contra factum proprium:** CAS 2000/A/274; CAS OG 02/006.
- » **Sanction, basis:** CAS 2012/A/2831.
- » **Sanction, burden of proof:** CAS 2014/A/3759; CAS 2018/O/5794 & CAS 2018/O/5798.
- » **Sanction, conflict:** CAS 2022/A/8708.
- » **Sanction, normalization committee:** CAS 2018/A/5888.
- » **Sanction, past conduct:** CAS 2008/A/1583-4.
- » **Sanction, review:** CAS 2020/A/7090; CAS 2022/A/8708.

**ORIGIN**

ETTU Board of Appeal

**Preliminary issue****Is the confederation's answer admissible despite late filing?**

No, the confederation's answer is formally inadmissible.

**Main issue****Is the ETTU Executive Board's decision lawful and proportionate?**

No, the ETTU Executive Board's decision was not lawful and proportionate regarding the ban on participation imposed on the member association's athletes and clubs.

**CAS 2022/A/8856**Table Tennis Federation of Russia v.  
European Table Tennis Union**Before the Court of Arbitration for Sport**

- / **10 May 2022:** member association filed statement of appeal
- / **10 May 2022:** member association requested stay
- / **23 May 2022:** confederation objected
- / **25 May 2022:** member association filed appeal brief
- / **14 June 2022:** confederation filed answer via email
- / **15 June 2022:** confederation uploaded answer on E-filing
- / **4 July 2022:** CAS Court Office noted confederation defaulted on answer
- / **4 July 2022:** confederation filed comments
- / **4 July 2022:** member association filed comments
- / **5 July 2022:** CAS Court Office referred matter to panel when constituted
- / **7 July 2022:** confederation filed comments
- / **5 August 2022:** stay denied
- / **24 October 2022:** panel constituted
- / **6 December 2022:** CAS Court Office forwarded order of procedure to the parties
- / **3 February 2023:** panel held hearing
- / **2 March 2023:** parties requested suspension
- / **19 June 2023:** member association requested suspension lifting
- / **27 June 2023:** confederation agreed
- / **28 June 2023:** suspension lifted
- / **4 June 2024:** panel issued operative part
- / **26 September 2025:** panel issued award

## Background

The ETTU Executive Board issued decisions on 2 and 3 March 2022, banning Russian players, officials, and clubs from participating in the confederation's events and displaying national symbols. The decisions followed the outbreak of the Russia–Ukraine conflict on 24 February 2022 and were aligned with IOC and the ITTF's recommendations.

The member association filed a claim before the ETTU Board of Appeal against the ETTU Executive Board for exclusion of Russian clubs and athletes on 22 March 2022. The ETTU Board of Appeal rendered its decision on 26 April 2022, partially upholding the appeal. The ETTU Board of Appeal notified its decision's grounds on the same date. The member association requested clarification on the same date. The ETTU Board of Appeal replied on 29 April 2022.

The member association filed its appeal with CAS requesting that the panel set aside the ETTU Board of Appeal decision. The confederation filed its answer late.

## » CAS 2022/A/8856 Table Tennis Federation of Russia v. European Table Tennis Union

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the member association is partially upheld; and (b) the ETTU Board of Appeal decision is amended.

#### Preliminary issue

The panel reasons that the CAS Code art. R31 provides for the conditions relating to the filing of a party's submission.

The panel notes that the confederation failed to comply with the time limit to file its answer accordingly.

The panel decides that the confederation's answer is inadmissible.

#### Main issue

The panel reasons that a decision that imposes a sanction must be non-discriminatory, necessary, reasonable and proportionate to achieve a legitimate objective.

The panel notes that the ban on participation imposed by the confederation on the member association's athletes and clubs was based solely on nationality and was discriminatory. Moreover, it lacked sufficient justification regarding its necessity, reasonableness and proportionality.

However, the panel notes that the confederation discharged its burden of proving that the ban on national symbols is necessary, reasonable and proportionate. As such, this sanction is confirmed.

The panel decides that the ETTU Executive Board's decision was not lawful and proportionate regarding the ban on participation imposed on the member association's athletes and clubs.

# CAS 2024/A/10882

## Comitato Italiano Paralimpico & Giacomo Perini v. World Rowing & Erik Horrie

Reference number: [CAS 2024/A/10882](#)

Award date: 24 October 2025

Seat of arbitration: Lausanne, Switzerland



### CATEGORY

**Other**

### ISSUES

field of play; sanction

### RELEVANT RULES & REGULATIONS

CAS Code; art. R56(l)

IPC Handbook governing medal ceremonies; arts. 4(14), 5(5)(2)

Olympic Charter; art. 56

World Rowing Rule of Racing; arts. 28, 72, 73

World Rowing Rules of Racing, Appendix I1; art. 9

SCC; art. 1(2)

### LANGUAGE

English

### KEYWORDS

field of play decision; *nulla poena sine lege clara*

### CASE LAW CITED

- » **De novo review, field of play:** ATF 118 II 12; CAS OG 96/006; CAS OG 00/12; CAS 2004/A/727; CAS 2010/A/2090; CAS 2021/A/8119; CAS OG 24/15; CAS OG 24/16.
- » **Field of play decision, review:** CAS 2004/A/727; CAS 2010/A/2090; CAS 2017/A/5373; CAS 2018/A/5916; CAS 2023/A/9413.
- » **Locus standi, mandatory joinder:** CAS 2004/A/594; CAS 2015/A/3910; CAS 2016/A/4602; CAS 2016/A/4642; CAS 2016/A/4787; CAS 2017/A/5227; CAS 2019/A/6334; CAS 2020/A/7061; CAS 2021/A/8225; CAS 2023/A/10209.
- » **Locus standi, merits issue:** CAS 2007/A/1367; CAS 2008/A/1620; CAS 2008/A/1639; CAS 2009/A/1869; CAS 2012/A/3032; CAS 2015/A/4131; CAS 2020/A/6922; CAS 2022/A/8737; CAS 2023/A/10209.
- » **Locus standi, standing to be sued:** CAS 2007/A/1329 & 1330; CAS 2007/1367; CAS 2008/A/1620; CAS 2012/A/3032; CAS 2020/A/6922; CAS 2021/A/7768; CAS 2021/A/8225; CAS 2023/A/10209.
- » **Principles, contra proferem:** CAS 2013/A/3274; CAS 2013/A/3435; CAS 2014/A/3765.
- » **Regulatory interpretation, association:** CAS 94/129.
- » **Regulatory interpretation, methods:** ATF 132 III 226; SFT 4A\_314/2017; CAS 2013/A/3047; CAS 2013/A/3365 & 3366; CAS 2020/A/7331; CAS 2020/A/7356; CAS 2022/A/8915, 8918 & 8920 [editor's note: inference regarding the correct case number].
- » **Sanction, nulla poena sine lege:** CAS 94/129; CAS 2014/A/3365 & 3366; CAS 2019/A/6330; CAS 2020/A/7008 & 7009; CAS 2023/A/9413.

### APPELLANTS

NPC

**Comitato Italiano Paralimpico**

Athlete

**Giacomo Perini**

Italy

#### LEGAL TEAM

**Federico Venturi Ferriolo** |  
Attorney-at-law in Milan, Italy

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### RESPONDENT

IF  
**World Rowing**

Switzerland

#### LEGAL TEAM

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Switzerland

**Monia Karmass** |  
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Switzerland

### RESPONDENT

Athlete

**Erik Horrie**

Australia

#### LEGAL TEAM

**Lucy Dawson** |  
Barrister in Melbourne, Australia

**Paul Horvath** |  
Solicitor in Melbourne, Australia

**Elizabeth Seddon** |  
Solicitor in Melbourne, Australia

### PANEL

**President.****Anton Jagodic**

Attorney-at-law in Ljubljana, Slovenia

**Arbitrator.****Michele A.R. Bernasconi**

Attorney-at-law in Zurich, Switzerland

**Arbitrator.****Mark A. Hovell**

Solicitor in Manchester, United Kingdom

### AD HOC CLERK

**Adrián Hernández** | Clerk in Lausanne, Switzerland

### ORIGIN

World Rowing Executive Committee

### Main issue

#### Is the decision issued by the race umpire reviewable?

Yes, the decision issued by the race umpire is reviewable as the field of play doctrine does not apply due to the scope of its review being a matter of legal interpretation.

**CAS 2024/A/10882****Comitato Italiano Paralimpico & Giacomo Perini v. World Rowing & Erik Horrie****Before the Court of Arbitration for Sport**

- / **23 September 2024:** NPC and Perini filed statement of appeal
- / **23 October 2024:** NPC and Perini filed appeal brief
- / **3 December 2024:** IF filed answer
- / **3 December 2024:** Horrie filed answer
- / **4 December 2024:** panel constituted
- / **9 December 2024:** *ad hoc* clerk appointed
- / **28 January 2025:** panel decided to hold hybrid hearing
- / **6 March 2025:** NPC and Perini objected to evidence production
- / **6 March 2025:** NPC and Perini requested evidence production during hearing
- / **14 March 2025:** IF filed comments
- / **14 March 2025:** Horrie filed comments
- / **14 March 2025:** Horrie objected to evidence production
- / **17 March 2025:** panel issued directions
- / **2 April 2025:** IF and Horrie objected
- / **7 April 2025:** CAS Court Office forwarded order of procedure to the parties
- / **15 May 2025:** panel held hearing
- / **24 October 2025:** panel issued award

## Background

The athletes competed in the final race of the PR1 MIX on 1 September 2024 for the Paris 2024 Paralympic Games in Vaires-sur-Marne, France. Initially, Perini ranked third and Horrie ranked fourth. Once the race finished, Horrie approached the race's umpire and filed an objection in which he alleged that Perini had been in possession of a mobile phone during the warmup and during the race.

The race umpire approached Perini and asked if he was in possession of a phone. Perini denied. The race umpire returned to Horrie, who reiterated his objection. Once again, the race umpire repeated his question to Perini, who remained silent. Promptly, the race umpire informed the president of the jury about Horrie's objection. The president of the jury paused the announcement of the race results.

The race umpire requested that an international technical officer approach Perini due to the logistical complications involved in the race umpire's ability to inspect his boat. The international technical officer asked Perini whether he was in possession of a mobile phone, to which he replied affirmatively. He handed it to the international technical officer in a small sports bag that had been resting close to where his legs were. His bag contained a mobile phone wrapped in a white towel.

The international technical officer proceeded to raise it in the air to the attention of the race umpire and returned it to Perini. Then, the race umpire decided to exclude Perini from the race, which resulted in Horrie's promotion to third place. In his decision, the race umpire stated that Perini breached competition rules.

The NPC and the Italian Rowing Federation filed a protest before the board of jury on behalf of Perini. Both argued that Perini did not use his phone, which is material for the violation of competition rules. The board of jury convened to deliberate, inspecting the call log on Perini's phone. The president of the jury noted that no calls had been made or received while competition rules were in force. On the same day of the race, the board of jury rendered its decision and confirmed the race umpire's decision.

The NPC filed an appeal before the World Rowing Executive Committee, reiterating that Perini had not used his phone before or during the race. In addition, the NPC alleged that the sanction of exclusion from the race was disproportionate. On the same day, the World Rowing Executive Committee rendered its decision, confirming the board of jury decision.

On 2 September 2024, the Italian Rowing Federation requested the grounds of the World Rowing Executive Committee decision. On 4 September 2024, the World Rowing Executive Committee notified its decision's grounds. In short, it stated that no mobile phones can be brought on board of a boat competing at any international regatta.

The NPC and Perini filed their joint appeal with CAS requesting that the panel set aside the World Rowing Executive Committee decision. The IF and Horrie filed their respective answers requesting that the panel confirm the World Rowing Executive Committee decision.

## » CAS 2024/A/10882 Comitato Italiano Paralimpico & Giacomo Perini v. World Rowing & Erik Horrie

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the NPC and Perini is partially upheld; (b) the World Rowing Executive Committee decision is set aside; (c) the original racing order is reinstated, placing Perini third and Horrie fourth.

#### Main issue

The panel reasons that the cornerstone principle of the field of play doctrine in CAS jurisprudence considers that sporting bodies via their appropriate officials are the ones to take decisions relevant to the conduct of events. However, such immunity from review by a CAS panel does not entail arbitrary decisions or decisions made in bad faith – such as situations involving bias, fraud, corruption or malice. In addition, a CAS panel may review a decision when there is sufficient separation from the initial decision rendered on the field and the appealed decision as well as those concerning legal interpretation.

The panel notes that there are multiple grounds on which the World Rowing Executive Committee decision falls short of being immune to the CAS panel's review: (a) the race umpire decision issued his decision after the race; (b) there is a clear separation from the race umpire decision and both the board of jury and the World Rowing Executive Committee decisions – including changing the violation from using to possessing a mobile phone during the race; (c) the subject matter of the dispute is of legal nature, revolving around the interpretation of the rules of racing.

The panel decided that the decision issued by the race umpire is reviewable as the field of play doctrine does not apply due to the scope of its review being a matter of legal interpretation.

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# Swiss Federal Tribunal



# SFT 4A\_164/2025

## A g. HUNADO

Reference number: [4A\\_164/2025](#)

Award date: 15 August 2025

Original CAS award: CAS 2023/A/9731



### CATEGORY

Procedural

### ISSUES

jurisdiction; public policy

### RELEVANT RULES & REGULATIONS

LTF; arts. 54, 66, 68, 77, 97, 99, 105, 106, 107  
PILA; arts. 176, 182, 190, 191, 192

### LANGUAGE

German

### KEYWORDS

lack of jurisdiction; procedural public  
policy; substantive public policy

### APPELLANT

**Athlete**  
A.



### LEGAL TEAM

Christoph Henzen | Lawyer in Switzerland

### RESPONDENT

**NADO**  
Hungarian Anti-Doping Agency  
(HUNADO)



### LEGAL TEAM

Nicolas Zbinden | Lawyer in Switzerland  
Christopher Nseka | Lawyer in Switzerland

### FEDERAL JUDGES

**President.**

Christina Kiss

**Judge.**

Christian Denys

**Judge.**

Yves Rüedi

### CASE LAW CITED

- » **Annulment, *infra petita*:** ATF 116 II 639; ATF 120 II 172.
- » **Annulment, *extra petita*:** ATF 116 II 639; ATF 120 II 172.
- » **Annulment, fundamental rights:** ATF 134 III 186.
- » **Annulment, lack of jurisdiction:** ATF 136 III 605; ATF 144 III 559; ATF 149 III 131.
- » **Annulment, referral:** ATF 138 III 270; ATF 151 III 62; SFT 4A\_180/2023; SFT 4A\_104/2024; SFT 4A\_268/2024.
- » **Annulment, right to be heard:** ATF 127 III 576; ATF 130 III 35; ATF 133 III 235; ATF 142 III 360; SFT 4A\_360/2011; SFT 4A\_530/2013; SFT 4A\_520/2015; SFT 4A\_13/2023.
- » **Annulment, *ultra petita*:** ATF 116 II 639; ATF 120 II 172; SFT 4A\_430/2020; SFT 4A\_300/2021; SFT 4A\_214/2022.
- » **Arbitral tribunal, objection to composition:** ATF 129 III 445; ATF 136 III 605; ATF 147 III 65; ATF 147 III 586; SFT 4A\_318/2020; SFT 4A\_166/2021; SFT 4A\_13/2023; SFT 4A\_268/2024.
- » **Principles, *tempus regit actum*:** SFT 4A\_620/2009
- » **Public policy, procedural:** ATF 129 III 445; ATF 147 III 379; ATF 150 III 238.
- » **Public policy, substantive:** ATF 144 III 120; ATF 151 III 53.
- » **SFT, appeal requirements:** ATF 134 III 565; ATF 150 III 280.
- » **SFT, appeal scope:** ATF 128 III 234; ATF 140 III 16; SFT 4A\_575/2023; SFT 4A\_34/2024.
- » **SFT, burden of proof:** ATF 146 III 358; ATF 147 III 586.
- » **SFT, language:** ATF 142 III 521.

### ORIGIN

CAS Appeals Arbitration Division

#### Main issue n.1

#### Was the CAS panel impartial?

Yes, the athlete waived his right to challenge the composition of the arbitral tribunal.

#### Main issue n.2

#### Did the CAS panel correctly assess its own jurisdiction?

Yes, the athlete waived his right to challenge the CAS jurisdiction.

#### Main issue n.3

#### Did the CAS panel fail to rule on the athlete's legal requests?

No, the CAS panel did not fail to rule on the athlete's legal requests.

#### Main issue n.4

#### Did the CAS panel violate the athlete's right to be heard?

No, the CAS panel did not violate the athlete's right to be heard.

#### Main issue n.5

#### Does the award violate Swiss public policy?

No, the award is in line with Swiss public policy.

**SFT 4A\_164/2025**

A g. HUNADO

**Before the Swiss Federal Tribunal**

- / **2 April 2025:** athlete filed appeal
- / **2 April 2025:** athlete requested stay
- / **3 April 2025:** request for stay denied
- / **15 August 2025:** ruling issued

## Background

The original dispute involves an international-level Hungarian athlete anti-doping rule violation under HUNADO jurisdiction. The athlete underwent doping control tests, which led to the finding of anomalies in his biological passport. The HUNADO Anti-Doping Committee provisionally suspended the athlete on 23 January 2023 and imposed a four-year suspension on 28 April 2023.

The athlete appealed the HUNADO Anti-Doping Committee decision before the CAS in June 2023. The athlete requested the recusal of one of the CAS panel arbitrators, which was dismissed by ICAS on 16 October 2023. The CAS panel held a hearing on 18 September 2024 and issued its decision on 27 February 2025, confirming the HUNADO Anti-Doping Committee decision.

The athlete appealed before the SFT, seeking to annul the CAS award.

## » SFT 4A\_164/2025 A g. HUNADO

### 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 arbitral tribunal is considered improperly composed if it lacks independence or impartiality. As such, an arbitrator must offer sufficient guarantees of independence and impartiality. Constitutional principles are to be applied to assess whether an arbitrator meets these requirements.

The SFT notes that the athlete challenges the appointment of an arbitrator as he considers him biased. As such, the athlete considers the arbitral tribunal improperly composed due to its partiality. However, the athlete waived his right to challenge the arbitral tribunal composition by accepting it before CAS. Nevertheless, the athlete failed to discharge its burden of proof regarding the arbitrator's potential bias.

The SFT decides that the athlete waived his right to challenge the composition of the arbitral tribunal.

#### Main issue n. 2

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.

The SFT notes that the athlete waived his right to challenge the CAS jurisdiction. Nevertheless, such objection would be unfounded.

The SFT decides that the athlete waived his right to challenge the CAS jurisdiction.

#### Main issue n. 3

The SFT reasons that an arbitral award may be challenged if the arbitral tribunal granted a party more or something different than was requested or if it failed to rule on legal requests. There is no violation of the principle *ne eat iudex ultra petita partium* if the claim is assessed in legal terms differently from the parties' reasoning, provided it is covered by the legal request.

The SFT notes that that the CAS panel addressed all the athlete's legal requests.

The SFT decides that the CAS panel did not fail to rule on the athlete's legal requests.

 **SFT 4A\_164/2025 A g. HUNADO****Main issue n.4**

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 in 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.

Furthermore, the SFT reasons that the right to be heard in an adversarial proceeding does not guarantee a materially correct decision but merely ensures the parties' right to participate in the decision-making process. Particularly, the principle of equal treatment requires that the arbitral tribunal treat the parties equally at all stages of the proceedings and not grant one party what is denied to the other.

The SFT notes that the appellant seeks to challenge the CAS panel's assessment of the evidence and substantive evaluation of the dispute under the guise of a supposed infringement of his right to be heard. However, the athlete's submission amounts to mere criticism.

Furthermore, the SFT notes that the athlete failed to substantiate a violation of the principle of equal treatment with his claim that the CAS panel should have postponed the hearing due to the athlete's request. Particularly, the athlete waived his right to challenge by confirming at the end of the hearing that he did not object to it.

The SFT decides that the CAS panel did not violate the athlete's right to be heard.

**Main issue n.5**

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.

Moreover, the SFT reasons that: (i) a violation of substantive public policy occurs when the assessment of a disputed claim disregards fundamental legal principles and is incompatible with the recognized value system that should form the basis of any legal order; and (ii) a violation of procedural public policy occurs when recognized procedural principles are disregarded in a way that stands in intolerable contradiction to the sense of justice to the extent that the decision appears incompatible with the legal and value system of a constitutional state.

The SFT notes that the athlete failed to substantiate his claims regarding the award's violation of both Swiss substantive and procedural public policies.

The SFT decides that the award is in line with Swiss public policy.

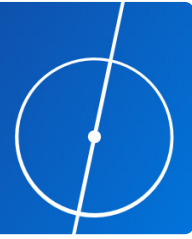
# SFT 4A\_194/2025

## A AG g. B AG

Reference number: [4A\\_194/2025](#)

Award date: 15 September 2025

Original CAS award: CAS 2023/O/9727



### CATEGORY

Procedural

### ISSUES

public policy

### RELEVANT RULES & REGULATIONS

PILA; arts. 176, 190

SCC; arts. 29(I), 66, 68, 77, 95, 97, 105, 106

SCO; art. 18(I)

SCPC; arts. 353, 389(I), 390(I), 393, 395

Swiss Federal Constitution; arts. 9, 29

### LANGUAGE

German

### KEYWORDS

lack of jurisdiction; procedural public policy; substantive public policy

### CASE LAW CITED

- » **Annulment, arbitrariness:** ATF 131 I 45; ATF 144 III 368; ATF 141 III 564; ATF 140 III 16; SFT 5A\_303/2023; SFT 4A\_43/2024; SFT 4A\_626/2024.
- » **Annulment, equal treatment:** ATF 142 III 284.
- » **Annulment, fundamental rights:** ATF 150 III 280; ATF 134 III 186.
- » **Annulment, lack of jurisdiction:** ATF 149 III 277; ATF 136 III 605.
- » **Annulment, referral:** SFT 4A\_172/2023; SFT 4A\_180/2023; SFT 4A\_626/2024.
- » **Annulment, right to be heard:** ATF 142 III 284; ATF 130 III 35; ATF 128 III 234; ATF 127 III 576; ATF 147 III 379; ATF 142 III 360; ATF 133 III 235; ATF 121 III 331.
- » **Arbitral tribunal, objection to composition:** ATF 149 III 277; ATF 136 III 605.
- » **Parties' intention, subjective interpretation:** ATF 132 III 626; ATF 138 III 659; SFT 4A\_603/2024.
- » **Public policy, procedural:** ATF 142 III 284; SFT 4A\_43/2024; SFT 4A\_626/2024.
- » **SFT, admissibility:** ATF 150 III 248; ATF 149 III 277; ATF 148 IV 155.
- » **SFT, appeal scope:** ATF 150 III 280; SFT 4A\_269/2023; SFT 4A\_43/2024; SFT 4A\_626/2024.

### APPELLANT

Club  
A AG

#### LEGAL TEAM

Daniel Iseli | Lawyer in Switzerland  
Thomas P. Neuenschwander | Lawyer in Switzerland

### RESPONDENT

Club  
B AG

#### LEGAL TEAM

Tobias Treyer | Lawyer in Switzerland

### FEDERAL JUDGES

President.  
Christina KissJudge.  
Christian DenysJudge.  
Yves Rüedi

### ORIGIN

CAS Ordinary Division

### Main issue

Does the award violate Swiss public policy?

No, the award does not violate Swiss public policy.

### Supporting issue n.1

Did the CAS panel violate A AG's procedural guarantees?

No, the CAS panel did not violate A AG's procedural guarantees.

### Supporting issue n.2

Did the CAS panel interpretation of the transfer agreement amount to arbitrariness?

No, the CAS panel interpretation was not evidently unsustainable, in clear contradiction to the facts, or in blatant violation of law or fairness.

**SFT 4A\_194/2025**

A AG g. B AG

**Before the Court of Arbitration for Sport**/ **15 September 2025**: ruling issued

## Background

The original dispute involves two Swiss football clubs, A AG and B AG, concerning a transfer agreement for a player. The agreement included a clause on waiver of training compensation and restitution for third-party claims. After the player's transfer on 12 March 2020, the Swiss Football League ordered A AG to pay training compensation to another club. A CAS panel confirmed the Swiss Football League's decision on 5 September 2022. A AG invoiced B AG for restitution on 26 September 2022. B AG refused to reimburse A AG on 8 November 2022.

A AG filed a request for arbitration before CAS on 7 June 2023. The sole arbitrator partially upheld A AG's claim on 24 March 2025.

A AG appealed before the SFT, seeking to annul the CAS award and requesting referral for reassessment.

## » SFT 4A\_194/2025 A AG g. B AG

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by A AG is dismissed; and (b) the costs of the proceedings are borne by A AG.

#### Main issue

The SFT reasons that an arbitral 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 in incompatibility with Swiss public policy.

The SFT notes that A AG failed to substantiate its claims regarding the award's violation of both Swiss substantive and procedural public policies.

The SFT decides that the award is in line with Swiss public policy.

#### Supporting issue n.1

The SFT reasons that an arbitral award may be challenged if it is arbitrary in its outcome because it is based on manifestly incorrect factual findings or on a manifest violation of the law or equity. A manifest violation of the law refers only to violation of substantive law, not procedural law. However, procedural errors that violate procedural public policy are considered when assessing potential violations of law.

In addition, the SFT reasons that an arbitral award may be challenged if the arbitral tribunal has violated the principle of equal treatment of the parties or their right to be heard. The parties' right to be heard in arbitration essentially corresponds to constitutional safeguards. Particularly, the right of the parties to: (a) express themselves on all facts essential to the judgment; (b) present their legal position; (c) prove their decisive factual allegations with suitable, timely, and properly submitted means; (d) participate in hearings; and (e) inspect the file. However, it does not imply that it is the arbitral tribunal's duty to address every argument raised by the parties.

The SFT notes that A AG failed to explain and substantiate how the arbitrator violated its right to be heard.

The SFT decides that the CAS panel did not violate A AG's procedural guarantees.

#### Supporting issue n.2

The SFT reasons that an arbitral award may be challenged if it is arbitrary in its outcome because it is based on manifestly incorrect factual findings or on a manifest violation of the law or equity. The definition of arbitrariness does not entail situations in which another solution would be reasonable or preferable. As such, only decisions that are manifestly untenable, clearly contradict the actual context, grossly violate a norm or an undisputed legal principle, or blatantly offend the sense of justice are deemed as arbitrary.

In addition, the SFT reasons that the grounds on which arbitrariness may be claimed are limited. Particularly, restrictions apply to findings of fact. As such, only manifestly incorrect findings of fact may be asserted. Manifestly incorrect factual

**» SFT 4A\_194/2025 A AG g. B AG**

findings occur when the arbitral tribunal contradicts the record due to oversight whether by overlooking parts of the record, misinterpreting their content, or mistakenly assuming that a fact is proven by the record when it is not. A manifestly incorrect finding of fact only exists when the arbitral tribunal bases its assessment of evidence on incorrect factual premises.

However, the SFT reasons that manifestly incorrect findings of fact do not include arbitrary assessment of evidence. As such, the result and manner of the assessment are not subject to the arbitrariness complaint. Only factual findings that are incompatible with the record and require no further evaluation are considered under a manifestly incorrect findings of fact complaint.

Furthermore, the SFT reasons that the content of a contract is determined primarily through subjective interpretation. That is, according to the parties' mutual intent. Incorrect designations or expressions used by the parties are irrelevant. As such, whether such designations were used by mistake or with the intention of concealing the true nature of the contract are not considered.

The SFT reasons that the subjective interpretation of the content of a contract is based on an assessment of evidence. If the arbitral tribunal determines that the contract content reflects a mutual intent of the parties, this constitutes a finding of fact that is generally binding on the SFT.

Moreover, the SFT reasons that an arbitral tribunal must interpret the content of the contract objectively and according to the principle of trust if it fails to determine its content based on a subjective interpretation due to not being able to ascertain the parties' intention. As such, it considers how the parties could and should have understood the content of the contract based on their wording, context, and all surrounding circumstances to ascertain the parties' intention.

The SFT reasons that this objective interpretation of declarations of intent is a question of law. However, the knowledge and intent of the parties at the time of the conclusion of the contract is a question of fact that is generally binding on the SFT.

The SFT notes that the sole arbitrator based his decision on substantive Swiss law. He was unable to determine mutual intent of the parties within the framework of subjective contract interpretation as he found the wording of the disputed contractual clause to be unclear. Moreover, the parties' subsequent conduct could not be considered due to its contradictory nature.

In addition, the SFT notes that A AG did not show that the arbitrator overlooked any part of the record or misinterpreted its actual content. Rather, it merely draws different conclusions from the record than the arbitrator. As such, this does not suffice to demonstrate that the evidentiary findings in the arbitral award were arbitrary.

The SFT further notes that the sole arbitrator found that A AG could not have assumed that B AG would have agreed to pay undefined future training compensation to any other club due to a transfer that financially benefits A AG solely. Such an extensive obligation could not have been intended by the parties under the principle of good faith as too financially disadvantageous to B AG. As such, the assumption of the training compensation claimed by the other club by A AG was not covered by the parties' intention.

In addition, the SFT notes that objective contract interpretation is a question of law. A AG failed to demonstrate a manifest violation of this interpretative rule by providing arguments based on factual assertions that differ from the rationale contained in the arbitral award regarding the player's market value and the financial motives that led the parties to carry out the original transfer.

 **SFT 4A\_194/2025 A AG g. B AG**

The SFT decides that the CAS panel interpretation was not evidently unsustainable, in clear contradiction to the facts, or in blatant violation of law or fairness.

# SFT 4A\_654/2024

## A c. RUSADA, ISU & WADA

Reference number: [4A\\_654/2024](#)

Award date: 8 October 2025

Original CAS award: CAS 2023/A/9451, CAS 2023/A/9455, CAS 2023/A/9456



APPELLANT		RESPONDENT	
<b>Athlete</b> <b>A</b>	 Russia	<b>NADO</b> <b>Russian Anti-Doping Agency (RUSADA)</b>	 Russia
<b>LEGAL TEAM</b> Elza Reymond   Lawyer in Switzerland Bertrand Demierre   Lawyer in Switzerland		<b>RESPONDENT</b>	
<b>FEDERAL JUDGES</b>		<b>IF</b> <b>International Skating Union (ISU)</b>	 Switzerland
<b>President.</b> Christoph Hurni		<b>LEGAL TEAM</b> Pierre Kobel   Lawyer in Switzerland	
<b>Judge.</b> Christina Kiss	<b>Judge.</b> Christian Denys	<b>RESPONDENT</b>	
<b>Judge.</b> Yves Rüedi	<b>Judge.</b> Marie-Chantal May Canellas	<b>ADO</b> <b>World Anti-Doping Agency (WADA)</b>	 Switzerland
		<b>LEGAL TEAM</b> Nicolas Zbinden   lawyer in Switzerland Christopher Nseka   lawyer in Switzerland	

**CATEGORY**

Procedural

**ISSUES**

revision request

**RELEVANT RULES & REGULATIONS**

LTF; arts. 39(3), 42, 46, 48, 54(1), 66(1), 68, 77(2bis), 119a, 123, 126

PILA; arts. 176(1), 190a, 191

Swiss Federal Constitution; art. 70(1)

**LANGUAGE**

French

**KEYWORDS**

new evidence; procedural fraud

**CASE LAW CITED**

- » **SFT, language:** ATF 142 III 521.
- » **SFT, revision scope:** ATF 149 III 277; ATF 147 III 238; ATF 143 III 272; SFT 4A\_606/2021; SFT 4F\_24/2024; SFT 4A\_46/2024.
- » **SFT, submissions:** SFT 9C\_739/2007; SFT 4A\_596/2015.
- » **Revision, admissibility:** ATF 142 III 521; ATF 151 III 62.
- » **Revision, time limit:** ATF 148 III 643; ATF 149 III 277; SFT 4A\_247/2014; SFT 4A\_69/2022; SFT 4A\_528/2024.

**ORIGIN**

CAS Appeals Arbitration Division

**Main issue****Does the alleged new evidence justify revision under PILA art. 190a?**

No, the expert report is not considered conclusive proof capable of changing the outcome of the arbitral award.

**SFT 4A\_654/2024**

A c. RUSADA, ISU &amp; WADA

**Before the Court of Arbitration for Sport**

/ **10 December 2024**: athlete filed revision request

/ **8 October 2025**: ruling issued

## Background

The original dispute involves an international-level Russian athlete anti-doping rule violation under RUSADA jurisdiction. The athlete underwent doping control tests after the Russian Figure Skating Championship in December 2021. The athlete competed at the Beijing 2022 Olympic Games.

The day after the athlete won a gold medal at a team event in the Beijing 2022 Olympic Games, RUSADA informed her of anomalies in her doping control tests. RUSADA provisionally suspended the athlete on 8 February 2022. The Russian Disciplinary Anti-Doping Committee lifted her provisional suspension on 9 February 2022.

WADA, ISU and the IOC challenged this decision before the CAS *Ad Hoc* Division established during the Beijing 2022 Olympic Games. The CAS panel did not provisionally suspend the athlete, who competed in the individual event at the Beijing 2022 Olympic Games. The athlete finished in fourth place.

The athlete requested an analysis of her B sample on 17 March 2022, which confirmed the findings of the A sample. RUSADA officially charged the athlete with an ADRV on 22 September 2022. The Russian Disciplinary Anti-Doping Committee held a hearing on 14 December 2022, and rendered its decision on 24 January 2023, refraining from sanctioning the athlete.

RUSADA, ISU, and WADA appealed the Russian Anti-Doping Committee decision before the CAS in February 2023. The CAS panel held hearings on September and November 2023, issuing its decision on 29 January 2024, setting aside the Russian Disciplinary Anti-Doping Committee decision. As such, the CAS panel imposed a four-year suspension on the athlete starting 25 December 2021 and disqualified her results from that date.

The athlete appealed before the SFT on 28 February 2024 under SFT 4A\_136/2024, seeking to set aside the CAS award. The SFT dismissed the athlete's appeal on 5 September 2024. The athlete filed a revision request on 10 December 2024, seeking to set aside the CAS award and to refer it back for a new decision.

## » SFT 4A\_654/2024 A c. RUSADA, ISU & WADA

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the revision request filed by the athlete is dismissed; and (b) the costs of the proceedings are borne by the athlete.

#### Main issue

The SFT reasons that every procedural law provides for a point in time from which a judicial decision becomes final, whether they emanate from State authorities or private tribunals. Nevertheless, there are extreme situations in which the sense of justice and fairness imperatively requires that a final decision cannot be considered as binding because it is based on flawed premises. It is precisely the role of revision to provide a remedy in such cases.

Moreover, the SFT reasons that a request for revision seeks either: (a) the annulment of an award and the referral of the case back to the arbitral tribunal for a new decision; or (b) the making of the necessary findings by the SFT itself. The revision's exceptional nature means that it should be used with caution. Its generalization has the potential to jeopardize legal certainty. As such, it is necessary to examine with rigor the legal requirements for its application.

In addition, the SFT reasons that the revision of an international arbitral award may be requested for one of the grounds set out in PILA art. 190a. Its admissibility is subject to the existence of a legally protected interest and must be filed with the SFT within 90 days following the discovery of the ground for revision under penalty of forfeiture. The right to request revision has a ten-year time limit from the moment that the award has become final. It is the applicant's burden to establish the circumstances relevant for verifying compliance with the statute of limitations.

The SFT further reasons that a party may request revision of an award if such party discovers afterwards relevant facts or conclusive evidence that it could not invoke in the previous proceedings despite having exercised the required diligence. However, facts or evidence arising after the award are excluded.

Particularly, the SFT reasons that revision on the ground of the discovery of new facts requires the fulfillment of five conditions: (a) the applicant invokes one or more facts; (b) these facts are relevant to the extent that are capable of modifying the factual basis of the decision and leading to a different solution under correct legal assessment; (c) these facts already existed when the decision was rendered ("*pseudo-nova*"), specifically facts that occurred up to the point when factual allegations were still admissible in the main proceedings; (d) these facts were discovered afterwards; and (e) the applicant could not invoke these facts in the previous proceedings despite all due diligence – i.e., without fault on the applicant's part.

The SFT reasons that the mere fact that a party may hypothetically have failed to comply with an order to produce documents, or concealed the existence of a piece of evidence, cannot suffice to upset the established order and justify the annulment of a final decision under PILA art. 190a(1) in principle. Doing so could seriously jeopardize legal certainty.

The SFT notes that the athlete alleges that she discovered a decisive element for the outcome of the dispute after the issuance of the original CAS award. Particularly, she alleges that RUSADA and WADA knowingly concealed a report during the arbitration proceedings. As such, she bases her request for revision on the alleged new evidence.

**» SFT 4A\_654/2024 A c. RUSADA, ISU & WADA**

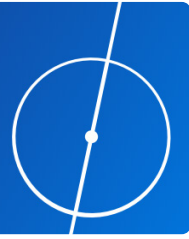
As such, the SFT notes that the omission to disclose the report, whether deliberate or not, cannot constitute a circumstance that justifies granting the athlete's request for revision. Moreover, the report would not alter the CAS award because it did not exclude intentional ingestion and mirrored the CAS panel findings. In addition, the CAS panel considered contamination possible but rejected it due to factual gaps. The report does not fill these gaps. In short, the revision request is denied.



The SFT decides that the expert report is not considered conclusive proof capable of changing the outcome of the arbitral award.

**SFT 4A\_268/2025****A c. B**Reference number: [4A\\_268/2025](#)

Award date: 22 October 2025

Original CAS award: CAS 2018/O/5735



APPELLANT		RESPONDENT	
<b>Player</b> <b>A</b>	 France/Comoros	<b>Agent</b> <b>B</b>	 Greece
<b>LEGAL TEAM</b> <b>Pierre Ducret</b>   Attorney-at-law in Switzerland <b>Mathieu Donath</b>   Attorney-at-law in Switzerland		<b>LEGAL TEAM</b> <b>Konstantinos Zemberis</b>   Attorney-at-law in Switzerland	

**FEDERAL JUDGES****President.**

Christina Kiss

**Judge.**

Christian Denys

**Judge.**

Yves Rüedi

**CATEGORY****Procedural****ISSUES**

revision request

**RELEVANT RULES & REGULATIONS**

CEDH; art. 6

ICCPR; art. 14

LTF; arts. 39(3), 46, 54(I), 66(I), 68, 77(2bis), 119a, 123, 126, 132

PILA; arts. 176(I), 190a, 191

**LANGUAGE**

French

**KEYWORDS**

forgery

**CASE LAW CITED**

- » **Annulment, serious defects:** ATF 138 II 501; ATF 137 I 273; ATF 130 II 249; SFT 4A\_407/2017.
- » **SFT, revision scope:** ATF 148 II 436.
- » **Revision, admissibility:** ATF 138 III 46.
- » **Revision, criminal proceedings:** SFT 4A\_69/2022; SFT 4A\_528/2024.
- » **Revision, time limit:** SFT 4A\_596/2008; SFT 4A\_666/2012; SFT 4A\_288/2023.

**ORIGIN**

CAS Ordinary Division

**Main issue****Does the alleged new evidence justify revision under PILA art. 190a?**

Yes, the confirmed forgery of the contracts and email is considered conclusive proof capable of changing the outcome of the arbitral award as the CAS panel had relied upon these exhibits to order the player to pay the agent's fees.

**SFT 4A\_268/2025**

A c. B

**Before the Court of Arbitration for Sport**

- / **2 June 2025**: player filed appeal
- / **9 September 2025**: request for stay granted
- / **22 October 2025**: ruling issued

## Background

The original dispute involves a football player and his former agent. The agent filed a request for arbitration with CAS on 8 May 2018 against the player, requesting payment of the agent's fees for a transfer concluded in January 2018. The agent relied on contracts and an email dated 18 October 2017. The player alleged that both contracts and the email were forged. The CAS panel issued its award on 8 August 2019, partially accepting the agent's claim and ordering the player to pay the agent his fees based on such evidence.

The player filed a criminal complaint in Switzerland on 30 October 2019. The Lausanne Police Court convicted the agent of fraud and forgery on 16 February 2023, finding that he had falsified both contracts and fabricated the email. The Cantonal Appeal Court of Vaud confirmed the decision on 16 August 2023 after expert reports. The criminal division of the SFT confirmed the decision as well on 12 March 2025.

The player filed a revision request before the SFT, seeking to set aside the CAS award and to refer it back for a new decision.

## » SFT 4A\_268/2025 A c. B

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the player is upheld; and (b) the costs of the proceedings are borne by the agent.

#### Main issue

The SFT reasons that a request for revision seeks either: (a) the annulment of an award and the referral of the case back to the arbitral tribunal for a new decision; or (b) the making of the necessary findings by the SFT itself. An aggrieved party may apply for revision even when the contested award was rendered before 1 January 2021, which is the date that the PILA provided for such remedy.

In addition, the SFT reasons that the revision of an international arbitral award may be requested for one of the grounds set out in PILA art. 190a. The right to request revision has a ten-year time limit from the moment that the award has become final. Its admissibility is subject to the existence of a legally protected interest and must be filed with the SFT within 90 days following the discovery of the ground for revision under penalty of forfeiture.

Moreover, the SFT reasons that PILA art. 190a(1)(b) mandates a specific *dies a quo* as an exception. As such, the 90-day period runs from the moment the applicant learns of the: (i) final criminal conviction; or (ii) existence of the offense and its evidence if such conviction is no longer possible.

The SFT further reasons that a party may request revision of an award if criminal proceedings establish that the award was influenced to that party's detriment by a crime or an offense – even if no conviction has been issued. It is irrelevant whether the criminal investigation was conducted abroad, if it respected the minimum procedural guarantees prescribed by CEDH art. 6(2-3) as well as ICCPR art. 14(2-7).

The SFT reasons that it is irrelevant whether a party or a third party has committed the criminal offense. The essential element is the existence of a causal link between the offense and the operative part of the award whose revision is sought. As such, the offense must have had an effective, direct or indirect influence on the decision to the detriment of the applicant.

Furthermore, the SFT reasons that the influence of the crime or offense must be established by a decision concluding criminal proceedings distinct from the arbitration, such as an order closing the investigation or a ruling. The decision must show that the objective elements of a crime or offense are fulfilled. As such, a conviction is not required.

The SFT notes that the Swiss courts confirmed that the agent had committed forgery. Particularly, the criminal division of the SFT confirmed the decision as well on 12 March 2025 and the player filed his revision request promptly on 2 June 2025.

In addition, the SFT notes that the player discharged his burden of proof. As such, there is a causal link between the forgeries committed by the agent and the operative part of the award issued by the CAS panel. As such, the agent produced falsified contracts and relied on a fabricated email with the goal of deceiving the CAS panel to obtain undue payment of his agent's fees from the player.

**» SFT 4A\_268/2025 A c. B**

The SFT further notes that the agent's strategy succeeded as the CAS panel relied on the forged documents produced by the agent to reach its conclusions. The revision request meets the conditions of PILA art. 190a(1)(b). In short, the revision request is granted and the case is referred back to CAS.

The SFT decides that the confirmed forgery of the contracts and email is considered conclusive proof capable of changing the outcome of the arbitral award as the CAS panel had relied upon these exhibits to order the player to pay the agent's fees.

# SFT 4A\_286/2025




## FC A g. Première Ligue de l'Association Suisse de Football

Reference number: [4A\\_286/2025](#)

Award date: 5 November 2025

Original CAS award: CAS 2022/A/9330



APPELLANT		RESPONDENT	
<b>Club</b> <b>FC A</b>	 Switzerland	 <b>League</b> <b>Première Ligue de l'Association Suisse de Football</b>	 Switzerland
<b>LEGAL TEAM</b> Rafael Brägger   Attorney-at-law in Switzerland		<b>LEGAL TEAM</b> Fabian Steuri   Attorney-at-law in Switzerland	

FEDERAL JUDGES				
<b>President.</b> Christoph Hurni	<b>Judge.</b> Christina Kiss	<b>Judge.</b> Christian Denys	<b>Judge.</b> Yves Rüedi	<b>Judge.</b> Marie-Chantal May Canellas

**CATEGORY**

Procedural

**ISSUES**

revision request

**RELEVANT RULES & REGULATIONS**

LTF; art. 51, 54(1), 65, 66, 68, 74, 72, 77(1), 90, 119a  
 PILA; arts. 190a, 191  
 SCPC; arts. 328, 353(2), 353, 356(1), 367, 389(1), 390, 396, 399  
 Swiss MA Statutes; art. 88(2)

**LANGUAGE**

German

**KEYWORDS**

arbitral tribunal composition; impartiality

**CASE LAW CITED**

- » **SFT, admissibility:** ATF 150 III 248; ATF 149 III 277; ATF 138 III 542; ATF 140 III 267; SFT 4A\_71/2021.
- » **SFT, minimum value in dispute:** ATF 140 III 267.
- » **SFT, pecuniary nature:** ATF 142 III 145.
- » **SFT, revision appeal:** ATF 138 III 542.
- » **SFT, revision scope:** ATF 143 III 272.
- » **SFT, submissions:** ATF 135 I 19; ATF 132 I 42.
- » **SFT, single level of state appeal:** ATF 140 III 267.

**ORIGIN**

Cantonal Tribunal of the Canton of Vaud

**Main issue**

**Does the alleged lack of residence of the sole arbitrator in Switzerland justify revision under SCPC art. 396(1)?**

No, the club did not discharge its burden of proof to establish justified doubts about the independence or impartiality of the sole arbitrator.

**SFT 4A\_286/2025**

FC A g. Première Ligue de l'Association Suisse de Football

**Before the Swiss Federal Tribunal**

- / **3 February 2025:** club filed revision request
- / **5 November 2025:** ruling issued

## Background

The club is a Swiss football club whose men's team played in the 2022/2023 season in Group 1 of the First League of the Swiss MA. The First League of the Swiss MA has its own legal personality and is one of the three divisions of the Swiss MA men's football competition. It is the fourth-highest level of competition in Swiss football.

The club lost a match against another Swiss club on 8 October 2022 for the First League of the Swiss MA. The club requested the First League Committee to annul the match result on 11 October 2022. The First League Committee rendered its decision, rejecting the club's request on 18 October 2022. The club appealed the First League Committee decision before the First League Appeal Committee, which dismissed the club's appeal on 28 November 2022.

The club filed an appeal with CAS under CAS 2022/A/9330, proposing a specific sole arbitrator. The CAS Secretariat informed the parties of the arbitrator's appointment as sole arbitrator to adjudicate the dispute, noting that the arbitrator lived in Germany. The representatives of the club approved the order of procedure on 20 April 2023 and confirmed that the club had no objection to the sole arbitrator at the hearing on 3 May 2023. The sole arbitrator dismissed the club's appeal on 17 May 2023.

The club appealed before the SFT under SFT 4A\_628/2023, seeking to set aside the CAS award. The SFT dismissed the club's appeal on 14 February 2024.

The club filed a revision request before the Cantonal Tribunal of the Canton of Vaud on 31 May 2024 under HX24.027212-240804, 28. It sought to set aside the CAS award and to refer it back for a new decision. The Cantonal Tribunal of the Canton of Vaud dismissed the club's request for revision on 3 February 2025.

The club further appealed the Cantonal Tribunal of the Canton of Vaud decision before the SFT on 3 February 2025.

## » SFT 4A\_286/2025 FC A g. Première Ligue de l'Association Suisse de Football

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the revision request filed by the club is dismissed; and (b) the costs of the proceedings are borne by the club.

#### Main issue

The SFT reasons that a request for revision under SCPC art. 396 is an extraordinary remedy of purely cassatory nature. As such, it sets aside the arbitral award and refers the case back to the arbitral tribunal for reassessment if upheld.

In addition, the SFT reasons that a party may request revision of an arbitral award under SCPC art. 396(1) from the State court competent to hear the dispute if a ground for challenge under SCPC art. 367(1) is discovered only after the conclusion of the arbitral proceedings despite due diligence, and no other remedy is available.

Furthermore, the SFT reasons that a party may challenge a member of an arbitral tribunal that it proposed under SCPC art. 367(1) if: (i) justified doubts exist as to the arbitrator's independence or impartiality; and (ii) the party only became aware of such reasons after the appointment of the arbitrator.

The SFT notes that the club demands the recusal of the sole arbitrator within the meaning of the SCPC art. 367(1) due to the arbitrator's residence in Germany, which is contrary to the residence requirement stipulated in the Swiss MA Statutes art. 88(2). However, such ground for recusal does not equate to a justified doubt about the arbitrator's independence or impartiality *per se*.

The SFT decides that the club did not discharge its burden of proof to establish justified doubts about the independence or impartiality of the sole arbitrator.

# SFT 4A\_180/2025


## A c. B

Reference number: [4A\\_180/2025](#)

Award date: 6 November 2025

Original CAS award: CAS 2023/O/10217



APPELLANT		RESPONDENT	
Agent <b>A</b>	 Argentina	Club <b>B</b>	 Italy
LEGAL TEAM Jorge Ibarrola   Attorney-at-law in Switzerland Monia Karmass   Attorney-at-law in Switzerland		LEGAL TEAM Diego Della Casa   Attorney-at-law in Switzerland	

### FEDERAL JUDGES

President.

Christina Kiss

Judge.

Yves Rüedi

Judge.

Marie-Chantal May Canellas

### CATEGORY

Procedural

### ISSUES

jurisdiction; public policy

### RELEVANT RULES & REGULATIONS

LTF; arts. 42(I), 54, 66, 68, 77, 99, 105  
PILA; arts. 176, 177, 178, 182, 190, 191, 192  
SCO; arts. 181, 333(I)  
Swiss Federal Constitution; art. 70(I)

### LANGUAGE

French

### KEYWORDS

lack of jurisdiction; procedural public policy

### CASE LAW CITED

- » **Annulment, lack of jurisdiction:** ATF 147 III 107; ATF 145 III 199; ATF 134 III 565; SFT 4A\_64/2022.
- » **Annulment, right to be heard:** ATF 142 III 360.
- » **Arbitration agreement, interpretation:** ATF 140 III 134; ATF 129 III 675.
- » **Arbitration agreement, requirements:** ATF 140 III 367; SFT 4A\_144/2023.
- » **Arbitration agreement, substantive validity:** ATF 129 III 727.
- » **Arbitration agreement, third party:** ATF 147 III 107; ATF 145 III 199; ATF 129 III 727; SFT 4A\_450/2013; SFT 4A\_528/2019.
- » **Case law, stare decisis:** SFT 4A\_600/2016.
- » **Public policy, Swiss legal order:** ATF 132 III 389.
- » **SFT, appeal requirements:** ATF 134 III 186; ATF 150 III 280.
- » **SFT, appeal scope:** ATF 140 III 16; ATF 138 III 29; ATF 146 III 142; ATF 133 III 139; ATF 133 III 235; ATF 142 III 360; SFT 4A\_322/2015; SFT 4A\_65/2018; SFT 4A\_54/2019; SFT 4A\_618/2019; SFT 4A\_140/2022.
- » **SFT, evidence:** ATF 144 III 559; ATF 142 III 220; ATF 140 III 477.
- » **SFT, language:** ATF 142 III 521.
- » **Sporting succession, Swiss public policy:** SFT 4A\_246/2022.

### ORIGIN

CAS Ordinary Division

#### Main issue n.1

Did the CAS panel correctly assess its own jurisdiction?

Yes, the CAS panel correctly declined its jurisdiction to hear the dispute.

#### Main issue n.2

Did the CAS panel violate the agent's right to be heard?

No, the CAS panel did not violate the agent's right to be heard.

**SFT 4A\_180/2025**

A c. B

**Before the Swiss Federal Tribunal**/ **9 April 2025:** agent filed appeal/ **6 November 2025:** ruling issued

## Background

The original dispute involves an Argentinean football agent and an Italian football club. The agent signed an agency agreement with the original debtor on 25 March 2015, entitling him to a fixed-sum agency fee upon the future transfer of a player. The player transferred to a new club during 2015 for a fixed amount.

The agent and the original debtor concluded a payment schedule agreement on 2 June 2015. The original debtor partially paid the agency fee, and the agent filed a request for arbitration with CAS registered as CAS 2016/O/4548. The CAS panel issued its award on 19 December 2017, ordering the original debtor to pay the agent EUR 2.45 million. The original debtor did not comply with the CAS panel's order.

The Italian MA prevented the original debtor from participating in the Italian second division championship for the 2019/2020 season on 12 July 2019. The club was incorporated on 24 July 2019 under another name and was authorized to compete in the Italian fourth division on 31 July 2019 – an amateur championship. The Italian courts opened bankruptcy proceedings against the original debtor on 18 October 2019. The Italian MA excluded the original debtor from its affiliated clubs.

The club changed its name in July 2020, following its promotion to the Italian third division championship. A CAS panel issued an award on 12 April 2023 in which it considered that the club was the sporting successor of the original debtor.

The agent filed a request for arbitration with CAS on 9 December 2023. The CAS panel bifurcated the proceedings and held a hearing on 15 April 2024. The club objected to the CAS jurisdiction. The CAS panel issued an award on jurisdiction dated 7 March 2025, finding it lacked jurisdiction as there was no valid arbitration agreement between the agent and the club.

The agent appealed before the SFT, seeking to annul the CAS award and to refer the case back for a new decision while affirming the CAS jurisdiction.

## » SFT 4A\_180/2025 A c. B

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the agent is dismissed; and (b) the costs of the proceedings are borne by the agent.

#### Main issue n.1

The SFT reasons that a challenge to an arbitration award is purely cassatory in principle. However, the SFT may determine the jurisdiction of an arbitral tribunal by exception if a dispute concerns the correct assessment of an arbitral tribunal's jurisdiction.

In addition, the SFT reasons that it freely examines jurisdictional challenges under PILA art. 190(2)(b), including preliminary questions on which the arbitral tribunal's jurisdiction depends and 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.

The SFT further 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. 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.

Moreover, the SFT reasons that an arbitral tribunal must determine the subjective scope of the arbitration agreement when assessing its jurisdiction to hear a dispute. I.e., the extension of the arbitration clause to non-signatory third parties. An arbitration agreement included in a contract binds only the contracting parties under the principle of the relativity of contractual obligations.

Exceptionally, the SFT reasons that third parties may fall within the scope of a formally valid arbitration agreement due to the rules of good faith in situations such as: (i) assignment of claims; (ii) assumption of debt; or (iii) transfer of a contractual position. The same applies to third parties that interfere in the performance of a contract containing the arbitration agreement if such interference allows one to infer the parties' intention to be a party to the arbitration agreement as well.

However, the SFT reasons that an intention of a third party to be bound by an arbitration agreement to which it did not sign cannot be lightly admitted. The nature of an arbitration agreement implies a significant restriction on legal remedies due to the renunciation of State courts. As such, the intention to submit must appear clearly and unequivocally – even by considering circumstances occurring after the conclusion of the arbitration agreement.

The SFT notes that the agent failed to discharge his burden of proof regarding the CAS panel's incorrect assessment of its own jurisdiction to hear the dispute. Particularly, the agent failed to demonstrate that the solution reached by the CAS panel is contrary to the law. As such, the arbitration clause contained in the agency agreement between the agent and the original debtor cannot be extended to the club as per the CAS panel findings.

The SFT decides that the CAS panel correctly declined its jurisdiction to hear the dispute.

 **SFT 4A\_180/2025 A c. B****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. The appellant has the burden of proving that the result of arbitral award is incompatible with Swiss public policy.

In addition, 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 SFT reasons that 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. Furthermore, defects in reasoning are not deemed to be sufficient grounds.

The SFT notes that the agent seeks to challenge the CAS panel's reasoning under the guise of a supposed infringement of his right to be heard to obtain a substantive review of the award. The challenged award shows that the CAS panel did not fail to examine the elements raised by the agent but simply reached a conclusion different from the position the agent defended.

The SFT decides that the CAS panel did not violate the agent's right to be heard.

# SFT 4A\_230/2025


## Club A c. Club B

Reference number: [4A\\_230/2025](#)

Award date: 10 November 2025

Original CAS award: CAS 2024/O/10564



APPELLANT		RESPONDENT	
Club Club A	 Spain	Club Club B	Not available
<b>LEGAL TEAM</b> Sébastien Besson   Attorney-at-law in Switzerland Antonio Rigozzi   Attorney-at-law in Switzerland Eolos Rigopoulos   Attorney-at-law in Switzerland		<b>LEGAL TEAM</b> Nicolas Zbinden   Attorney-at-law in Switzerland Riccardo Coppa   Attorney-at-law in Switzerland Christopher Nseka   Attorney-at-law in Switzerland	
FEDERAL JUDGES			
<b>President.</b> Christina Kiss		<b>Judge.</b> Yves Rüedi	<b>Judge.</b> Marie-Chantal May Canellas

**CATEGORY**

Procedural

**ISSUES**

jurisdiction

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; art. 23(3)  
 LTF; arts. 42(1), 54, 66, 68, 77, 99, 105, 106, 107  
 PILA; arts. 178, 190, 191, 192  
 SCO; art. 18(1)  
 Swiss Federal Constitution; art. 70(1)

**LANGUAGE**

French

**KEYWORDS**

lack of jurisdiction

**CASE LAW CITED**

- » **Arbitration agreement, interpretation:** ATF 134 III 565; ATF 142 III 239; SFT 4A\_174/2021.
- » **SFT, appeal requirements:** ATF 134 III 186; ATF 150 III 280.
- » **SFT, appeal scope:** ATF 136 III 605; ATF 128 III 50; ATF 140 III 16; ATF 138 III 29; ATF 146 III 142; ATF 133 III 139; SFT 4A\_322/2015; SFT 4A\_65/2018; SFT 4A\_54/2019; SFT 4A\_618/2019; SFT 4A\_140/2022.
- » **SFT, evidence:** ATF 144 III 559; ATF 142 III 220; ATF 140 III 477; ATF 138 III 29.
- » **SFT, language:** ATF 142 III 521.

**ORIGIN**

CAS Ordinary Division

**Main issue****Did the CAS panel correctly assess its own jurisdiction?**

Yes, the CAS panel correctly declined its jurisdiction to hear the dispute.

**SFT 4A\_230/2025**

Club A c. Club B

**Before the Swiss Federal Tribunal**/ **15 May 2025**: Club A filed appeal/ **10 November 2025**: ruling issued

## Background

The original dispute involves two non-Swiss clubs that signed a memorandum of cooperation on 9 July 2018, which was valid until 30 June 2021. The memorandum included a dispute resolution clause granting priority jurisdiction to FIFA, with CAS having jurisdiction to hear any dispute only if FIFA decided it lacked jurisdiction over the dispute. Moreover, it provided that the court of England and Wales had jurisdiction if either FIFA and/or CAS declined jurisdiction to hear the dispute.

Club A filed a claim with the FIFA PSC on 8 February 2024, more than two years after the alleged triggering event. The FIFA PSC found Club A's claim time-barred on 12 February 2024 pursuant to the FIFA RSTP art. 23(3).

Club A filed a request for arbitration with CAS on 7 May 2024. Club B objected to the CAS jurisdiction. The CAS panel bifurcated the proceedings and held a hearing on 4 September 2024. The CAS panel issued an award on jurisdiction dated 15 April 2025, finding: (i) it lacked jurisdiction as the statute of limitations affects only the admissibility of a claim; and (ii) that the FIFA PSC had jurisdiction to hear the dispute in principle.

Club A appealed before the SFT, seeking to annul the CAS award and to refer the case back for a new decision while affirming the CAS jurisdiction.

## » SFT 4A\_230/2025 Club A c. Club B

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by Club A is dismissed; and (b) the costs of the proceedings are borne by Club A.

#### Main issue

The SFT reasons that a challenge to an arbitration award is purely cassatory in principle. However, the SFT may determine the jurisdiction of an arbitral tribunal by exception if a dispute concerns the correct assessment of an arbitral tribunal's jurisdiction.

In addition, the SFT reasons that it freely examines jurisdictional challenges under PILA art. 190(2)(b), including preliminary questions on which the arbitral tribunal's jurisdiction depends and 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.

The SFT further 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. 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.

Moreover, the SFT reasons that jurisdiction and admissibility are distinct concepts under Swiss law. Objections relating to jurisdiction concern the very existence and scope of the power entrusted by the parties to an adjudicatory body to resolve a dispute. Objections relating to admissibility concern factual or legal obstacles preventing a body from examining the merits of a dispute, without calling into question the adjudicatory body's authority to hear the dispute itself.

The SFT notes that: (i) the claim filed by Club A before the FIFA PSC is time-barred under the FIFA RSTP art. 23(3); (ii) the memorandum of cooperation included a valid arbitration clause under Swiss law; (iii) the true and common intention of the parties was that any dispute over which FIFA lacked jurisdiction would be resolved by CAS; and (iv) the FIFA PSC was competent to hear the dispute *ab initio*.

In addition, the SFT notes that CAS jurisdiction depends on whether the FIFA PSC itself declared it had, or not, jurisdiction to hear the dispute. I.e., CAS has jurisdiction to hear the dispute only if the FIFA PSC declined its own jurisdiction. As such, CAS' jurisdiction is of a subsidiary nature.

Moreover, the SFT notes that the FIFA PSC did not decline its jurisdiction to hear the dispute but rendered a decision on the admissibility of Club A's claim. The limitation provided for in this regulatory provision constituted an obstacle to the examination of the merits of the case, not to the FIFA PSC's jurisdiction. As such, failure to comply with the applicable statutes of limitations is not a question of *ratione temporis* jurisdiction as it is a matter of admissibility.

The SFT decides that the CAS panel correctly declined its jurisdiction to hear the dispute.

**SFT 4A\_556/2025****Professional Football Club A g.  
Club Centre de Formation B**Reference number: [4A\\_556/2025](#)

Award date: 17 November 2025

Original CAS award: CAS 2025/A/10839



APPELLANT	RESPONDENT
<b>Club</b> Professional Football Club A	<b>Club</b> Club Centre de Formation B
<b>LEGAL TEAM</b> Davor Lazic   Attorney-at-law in Switzerland	<b>LEGAL TEAM</b> Not available

**FEDERAL JUDGES**

**President.**  
Christina Kiss

**CATEGORY**

Procedural

**ISSUES**

admissibility

**RELEVANT RULES & REGULATIONS**

LTF; arts. 29(1), 66, 108(1)

**LANGUAGE**

German

**KEYWORDS**

efiling; minimum requirements; time limit

**CASE LAW CITED**

» **SFT, admissibility:** ATF 149 III 277; ATF 148 IV 155;  
ATF 143 III 140.

**ORIGIN**

CAS Appeals Arbitration Division

**Main issue****Is the appeal admissible?**

No, the appeal is inadmissible due to late filing.

**SFT 4A\_556/2025****Professional Football Club A g.  
Club Centre de Formation B****Before the Swiss Federal Tribunal**

- / **1 October 2025:** club A submitted intention to appeal via email
- / **9 October 2025:** SFT Registry informed formal requirements for e-filing
- / **9 October 2025:** club A reiterated intention to appeal via email
- / **10 October 2025:** SFT Registry reiterated e-filing rules
- / **30 October 2025:** club A filed appeal by courier
- / **17 November 2025:** ruling issued

## Background

The CAS panel dismissed club A's appeal against the FIFA PSC decision dated 28 June 2024. Club A submitted its notice of intention to appeal to the SFT via email on 1 October 2025. The SFT Registry informed club A that its email did not meet the minimum requirements for appealing an arbitral award under the SFT rules.

Club A reiterated its intention to appeal to the SFT on 9 October 2025 via email. The SFT Registry referred club A to the applicable rules for e-filing. Club A filed its appeal before the SFT on 30 October 2025 via courier, in a submission dated 27 October 2025 that included an appeal brief dated 1 October 2025.

## » SFT 4A\_556/2025 Professional Football Club A g. Club Centre de Formation B

### MAIN LEGAL FINDINGS

The SFT decided that the appeal filed by club A is inadmissible.

#### Main issue

The SFT reasons that it examines *ex officio* and with full cognition whether a legal remedy is admissible. An appeal must be filed with the SFT within thirty days after the notification of the full version of the contested decision. The decisive moment for compliance with the time limit in the case of e-filing is the time at which the e-filing system issues a receipt confirming that the appellant has completed all steps necessary for filing.

The SFT notes that club A did not validly file its appeal via the e-filing system within the time limit. Moreover, club A's filing of its appeal by courier on 30 October 2025 did not comply with the time limit of 6 October 2025.

The SFT decides that the appeal is inadmissible due to late filing.

# SFT 4A\_334/2025



## Club A c. Club B

Reference number: [4A\\_334/2025](#)

Award date: 18 November 2025

Original CAS award: CAS 2023/A/9669



APPELLANT		RESPONDENT	
Club <b>Club A</b>	 Russia	Club <b>Club B</b>	 England
LEGAL TEAM Alexandre Zen-Ruffinen   Attorney-at-law in Switzerland		LEGAL TEAM Sébastien Besson   Attorney-at-law in Switzerland	

### FEDERAL JUDGES

**President.**  
Christina Kiss

**Judge.**  
Christian Denys

**Judge.**  
Yves Rüedi

#### CATEGORY

Procedural

#### ISSUES

public policy

#### RELEVANT RULES & REGULATIONS

LTF; arts. 42(1), 54(1), 66(1), 68; 77,105, 106(2)  
PILA; arts. 176(1), 182(3), 190  
Swiss Federal Constitution; art. 70(1)

#### LANGUAGE

French

#### KEYWORDS

procedural public policy

#### CASE LAW CITED

- » **Annulment, right to be heard:** ATF 142 III 360; ATF 133 III 235.
- » **SFT, appeal requirements:** ATF 134 III 186; ATF 150 III 280; SFT 4A\_65/2018.
- » **SFT, appeal scope:** ATF 138 III 29; ATF 140 III 16; SFT 4A\_322/2015; SFT 4A\_54/2019.
- » **SFT, evidence:** SFT 4A\_140/2022.
- » **SFT, language:** ATF 142 III 521.

#### ORIGIN

CAS Appeals Arbitration Division

#### Main issue

**Did the CAS panel respect Club A's right to be heard?**

Yes, the panel respected Club A's right to be heard.

**SFT 4A\_334/2025**

Club A c. Club B

**Before the Court of Arbitration for Sport**

- / **2 July 2025**: Club A filed appeal
- / **18 November 2025**: ruling issued

## Background

The original dispute between the Russian Club A and English Club B concerns a transfer agreement for a player. Club B transferred a player to Club A on 30 August 2021, which did not comply with financial obligations in due time after the parties concluded amendments to the transfer agreement on 3 September 2021 and 24 December 2021.

Club A filed a claim before the FIFA PSC on 21 December 2022, requesting payment. In short, club B alleged that it could not pay Club A due to financial sanctions by the American and the British governments. The FIFA PSC rendered its award on 31 March 2023, ordering Club B to pay the second instalment of the transfer agreement to Club A.

Club B filed an appeal with CAS on 17 May 2023. The CAS panel issued its award on 30 May 2025, partially upholding Club B's appeal, conditioning payment on future authorization by the British Office of Financial Sanctions Implementation or a change in the sanctions regime.

Club A appealed before the SFT, seeking to annul the CAS award.

## » SFT 4A\_334/2025 Club A c. Club B

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by Club A is dismissed; and (b) the costs of the proceedings are borne by Club A.

#### 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 address 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, a grievance based on the violation of the right to be heard must not serve to trigger a review of the application of substantive law by the arbitral tribunal.

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 arguments developed by Club A are not sufficient to establish a violation of its right to be heard. Club A 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 Club A's right to be heard.

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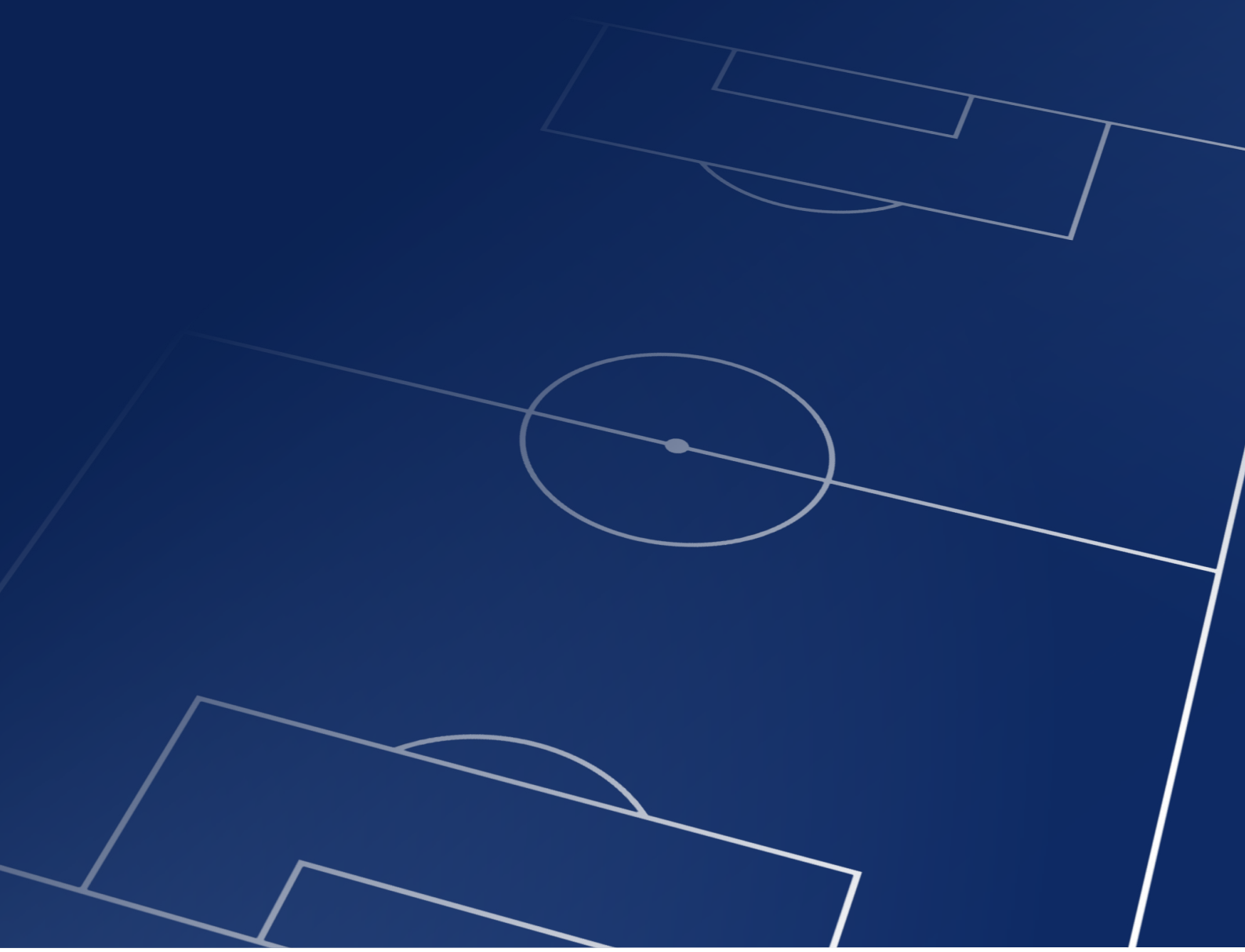
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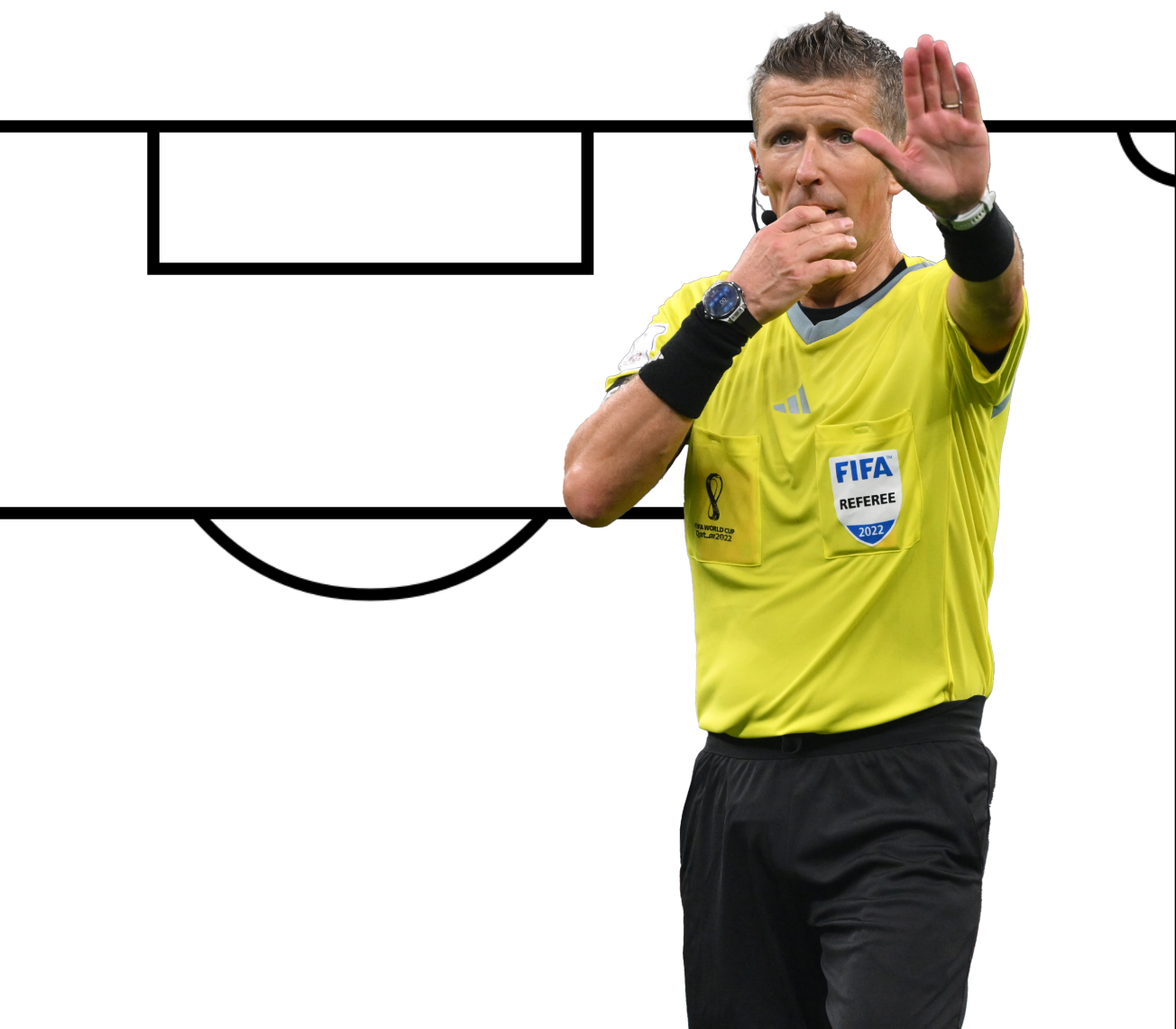
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