FIFA®
CAS & Football Annual Report 2024

FEBRUARY 2025

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Foreword

Dear readers,

We are pleased to present the 3rd edition of the CAS & Football Annual Report, covering the period from 1 January 2024 to 31 December 2024.

Continuing the trend of its first two editions, the CAS & Football Annual Report 2024 outlines FIFA's workload regarding appeals submitted against its decisions before the Court of Arbitration for Sport (CAS), as well as providing a general overview of football's involvement in arbitration before CAS during the last year.

The purpose of this document remains to highlight the key activities and statistics of the FIFA Legal & Compliance Division for 2024, particularly in relation to CAS appeals. It aims to provide stakeholders and legal practitioners with a comprehensive overview of the most important CAS jurisprudence from this period and to transparently address other relevant issues concerning FIFA, football, and CAS.

This Report highlights that, following a significant year for CAS litigation in 2023, the last year has seen a notable decrease in the number of appeals against FIFA decisions, as well as in the cases in which FIFA has been involved as a party. Nevertheless, the number of CAS proceedings in these circumstances remains substantial, consistent with the activity of the FIFA Legal & Compliance Division throughout the year.

In addition, the year 2024 has produced a similarly large number of awards that have been notified to FIFA. As always, this report provides summaries of the most significant of these CAS awards related to appeals made against FIFA decisions.

We trust that this summary of the main activities of the FIFA Legal & Compliance Division throughout the year will be a useful resource for stakeholders and legal practitioners involved in CAS proceedings.

Yours faithfully,

Emilio García Silvero
FIFA Chief Legal & Compliance Officer

Miguel Liétard Fernández-Palacios
Director of Litigation

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01

Overview

Overview

Article 49 of the FIFA Statutes (ed. 2024) recognizes the jurisdiction of Court of Arbitration for Sport (CAS) to handle appeals against final decisions issued by the different bodies of FIFA.

The decisions of the different FIFA bodies on several topics are continuously appealed and, therefore, continually reviewed by CAS. The FIFA Legal & Compliance Division plays a crucial role by serving as the primary point of contact between FIFA and CAS. Specifically, the Litigation department handles all appeals submitted to CAS regarding FIFA's decisions.

The **CAS & Football Report 2024** offers a comprehensive overview of the CAS appeals against FIFA decisions and other significant issues related to CAS for the period from 1 January 2024 to 31 December 2024.

In 2024, CAS notified 326 appeals to FIFA, which had been filed against the latter's decisions.

Naturally, FIFA did not have a legal interest in the majority of these disputes, especially those originating from the FIFA Football Tribunal, as they did not involve FIFA's prerogatives or disciplinary powers. This meant that FIFA had nothing directly at stake in these cases. Consequently, as in previous editions, these appeals can be categorized into three types: (i) cases in which FIFA was not involved as a party, (ii) cases where FIFA (successfully) requested to be excluded from the proceedings, and (iii) cases in which FIFA was a party.

This document also provides a detailed overview of the outcomes of cases involving FIFA, focusing on the awards received during the period under scrutiny. A total of 139 CAS awards/orders in which FIFA was a party were notified in 2024. As always, it is recalled that not all cases result in awards based on the merits, and we, therefore, distinguish between Awards on the Merits, Awards on Costs, Termination Orders, and Consent Awards.

In line with the prevailing trend, in most CAS cases involving FIFA, the appealed decisions are either fully confirmed (meaning the appeal is entirely dismissed) or confirmed on the merits but with amendments made for proportionality or on the basis of new evidence filed for the first time in the CAS proceedings (leading to the relevant appeal being partially upheld).

In 2024, out of 78 Awards on the merits in cases involving FIFA, 58 (74%) upheld FIFA's decisions, either dismissing the appeal entirely or partially. Additionally, 15 cases (19%) annulled the appealed decision or sent the case back to the relevant FIFA body, while 5 cases (7%) declared the appeal inadmissible.

Additionally, this document presents global statistics on football-related cases held in CAS, which are not directly tied to FIFA decisions (i.e. decisions from member associations and confederations).

The CAS & Football Annual Report further provides a summary of the most relevant awards notified in 2024, divided by topics, among them:

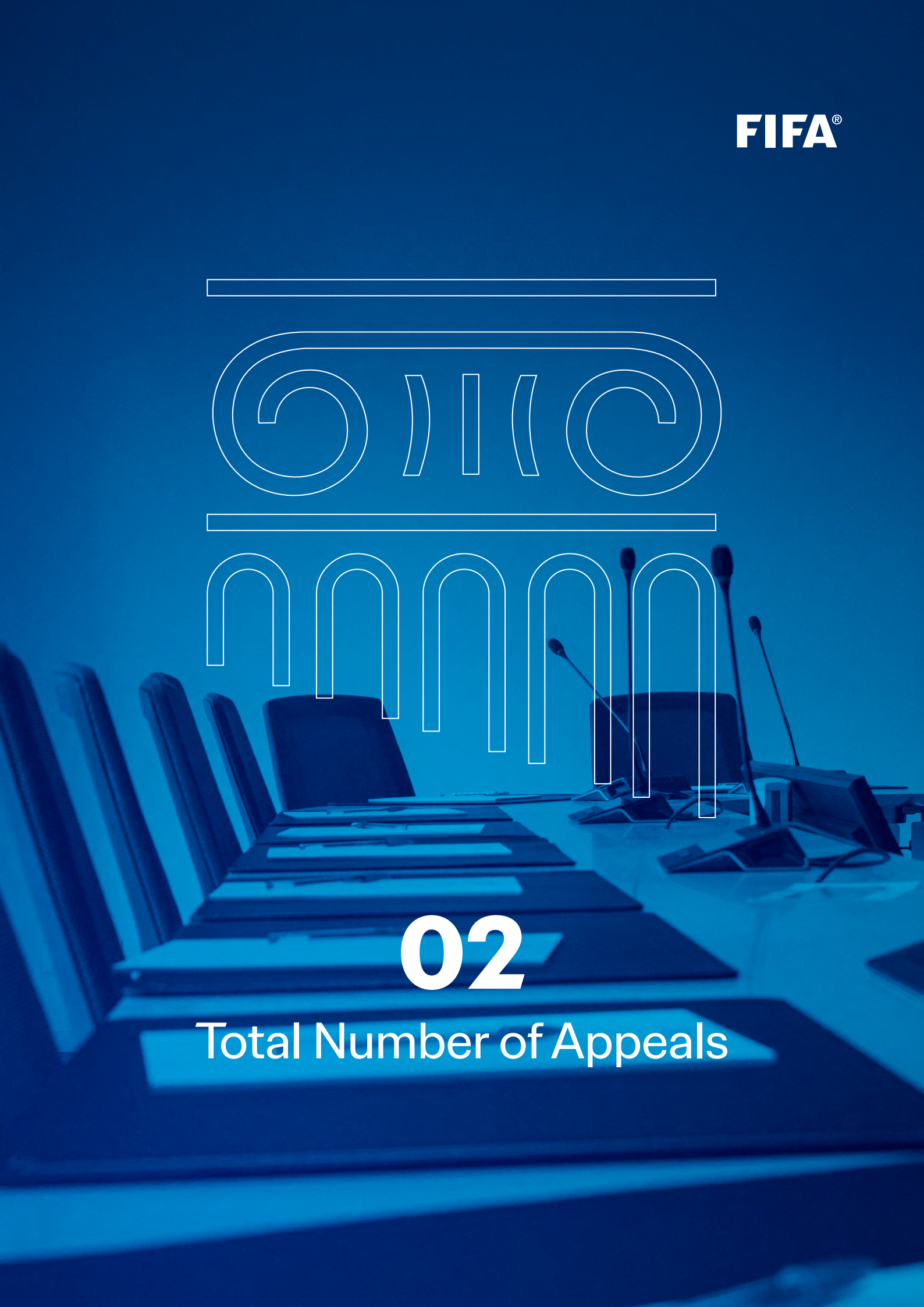
- Football Tribunal
- Judicial Bodies
  - The Disciplinary Committee and Appeal Committee
  - Ethics Committee
- Other FIFA Bodies
- Orders on provisional measures

A separate section has been devoted to the first three football-related cases in the history of the Olympic Games, decided by the CAS Ad hoc Division for the Olympic Games Paris 2024.

This report also addresses the appeals of CAS Awards related to football before the Swiss Federal Tribunal (SFT) in 2024, along with a summary of the significant cases.

FIFA also continues its commitment to transparency by disclosing the names of the arbitrators it has appointed in proceedings before CAS.

Finally, the report includes updated information about the FIFA-CAS Football Legal Aid Fund (FLAF), which began operating on 1 February 2023. It highlights the number of requests received, the number that were approved and the amounts that have been granted to clubs, players, coaches, officials and agents.



02

Total Number of Appeals

2.1 Overall appeals

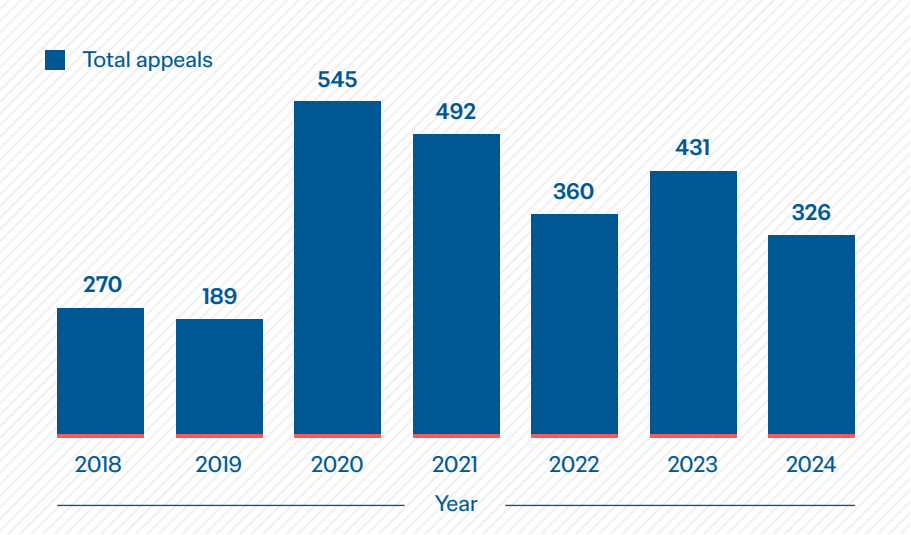
From 1 January 2024 until 31 December 2024, the Football Tribunal, the Judicial Bodies, other FIFA organs and committees and the FIFA General Secretariat alone issued more than 33,000[1] decisions.

During the same period, a total of 326 appeals were filed before CAS against various decisions, including those made by other FIFA bodies.

326

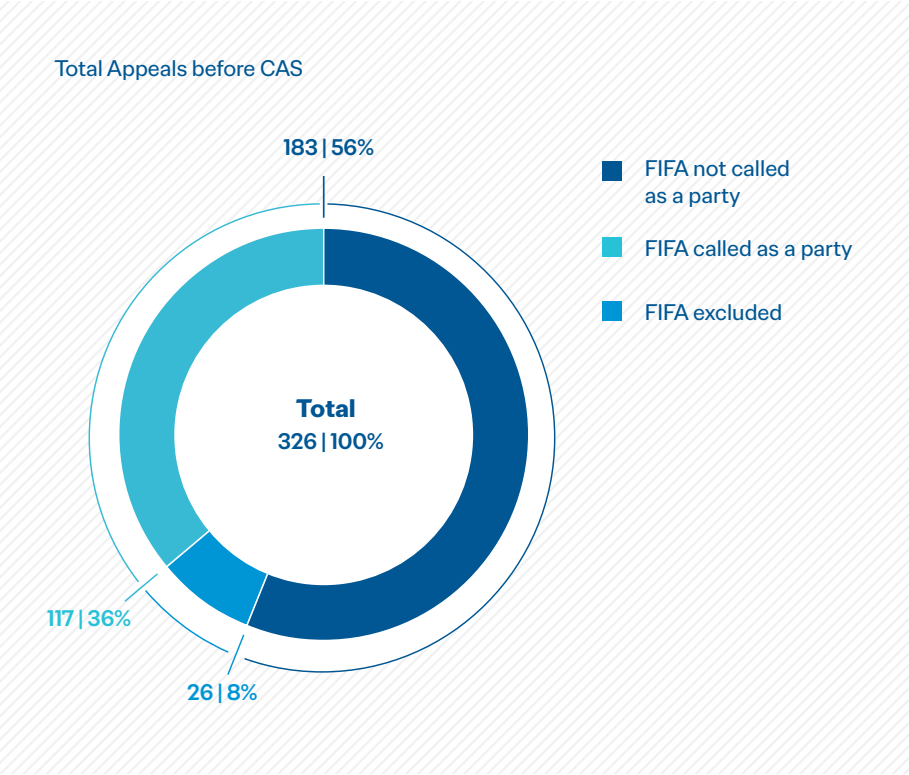
In summary, of the 33,000 decisions issued by FIFA in 2024, only about 1% were appealed to CAS.

In 2024, the number of appeals decreased by 24% compared to 2023, which equals 105 less cases.



Out of the 326 appeals filed against FIFA decisions in 2024, FIFA was involved in 117 (36%) of them, whereas it was not involved in 209 (64%) cases (183 cases in which FIFA was not called as a respondent, and 26 in which FIFA was initially named as a respondent but was later withdrawn).

[1] Including Clearing House decisions or Confirmation Letters derived from Proposals of the FIFA Administration.


Total Appeals before CAS
183 | 56%
FIFA not called as a party
FIFA called as a party
FIFA excluded
Total
326 | 100%
117 | 36%
26 | 8%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9
17

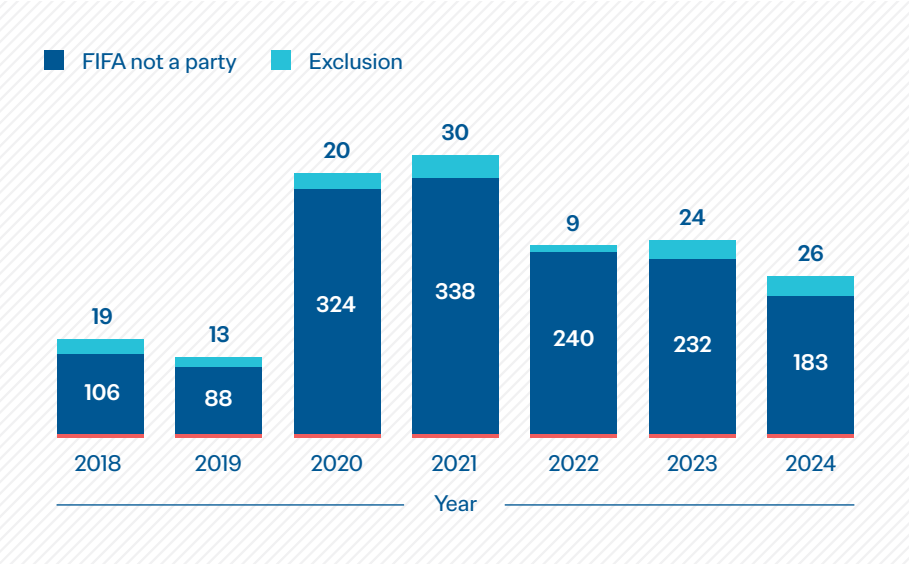
2.2 Appeals where FIFA is Not a Party and FIFA's exclusion

Of the decisions issued by FIFA bodies that are appealed to CAS, most of those made by the Football Tribunal involve contractual disputes between clubs, players, coaches and/or agents, with FIFA serving only as the deciding body.

Most appeals against decisions made by the Football Tribunal are solely directed toward the counterparty involved in the dispute, in which FIFA does not have a legal interest in the so-called 'horizontal' dispute. Occasionally, FIFA is named as a respondent even though its participation is not legally required in these cases. In such instances, FIFA requests to be excluded from the proceedings. The exclusion occurs only when the appellant agrees to withdraw its appeal against FIFA, allowing the case to continue between the parties involved in the disputed contract. Over the years, FIFA has been minimally involved in appeals regarding decisions made by the Football Tribunal.

As is generally the case, between 60% and 75% of appeals against FIFA decisions do not require FIFA's presence as a respondent. As advanced, when looking specifically at the year 2024, FIFA was not called or was (successfully) excluded as a party in 64% of the 326 cases filed before CAS against FIFA decisions. In other words, FIFA was actively involved in only 36% of these appeals.

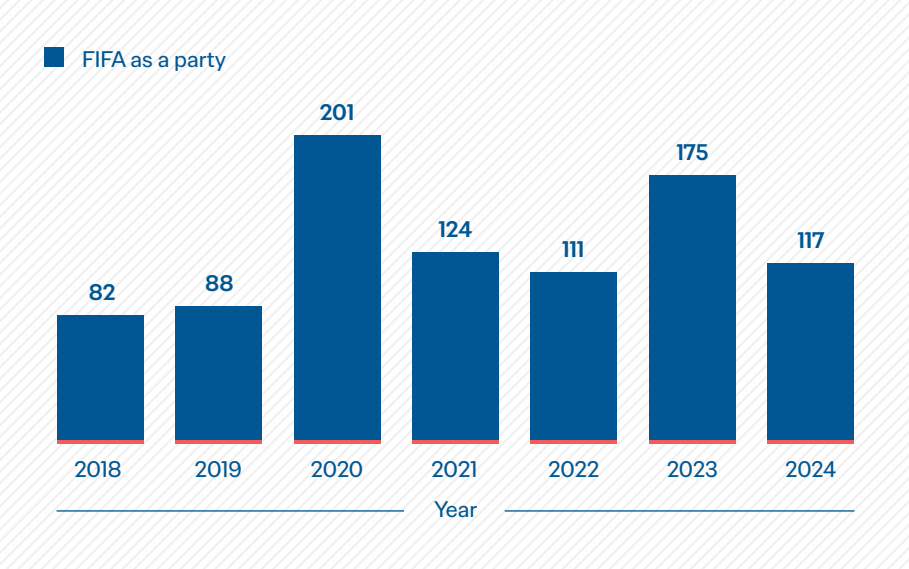
The table below shows the number of cases in which FIFA was either not summoned or was eventually excluded from the CAS proceedings in recent years.



2.3 Appeals where FIFA is a Party

It is worth recalling that, as described in the CAS & Football Annual Report 2023, the number of cases in which FIFA has been a party drastically increased that year, in part due to the large number of appeals in the context of the new FIFA Clearing House system.

In contrast, in 2024, with the steady resolution of contractual disputes and cases before the Judicial Bodies, the number of cases involving FIFA has significantly decreased by 33% (i.e., 58 fewer cases in which FIFA has been called and maintained as a party).



2.4 Appeals by FIFA body

The majority of appeals to CAS against FIFA decisions have generally come from the Football Tribunal (i.e., the PSC and DRC).

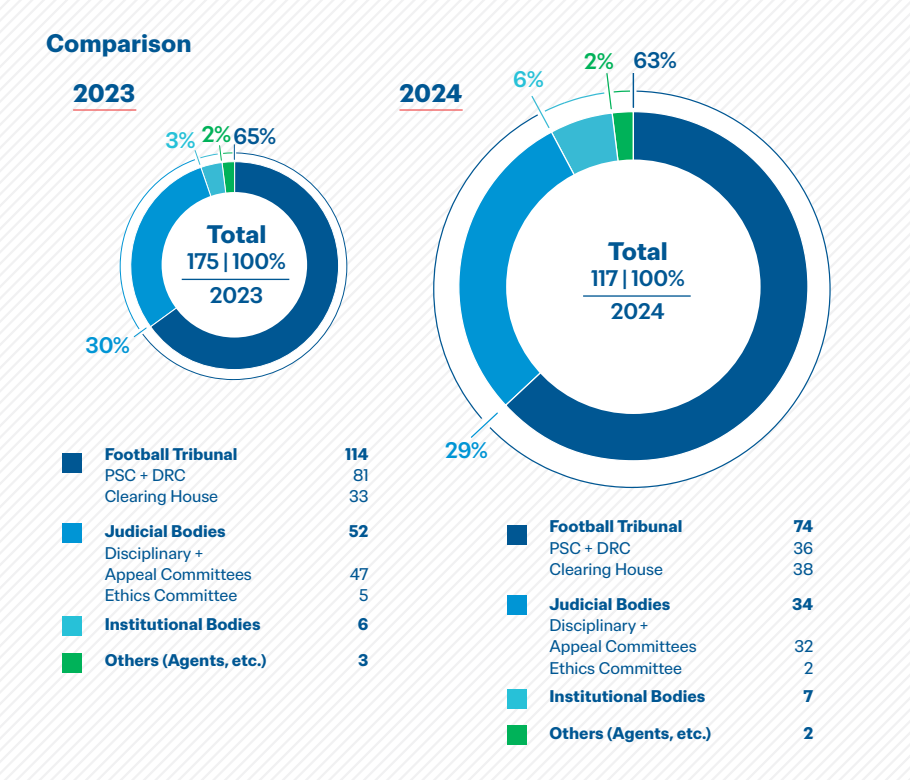
In 2024, the appeals where FIFA was a party were filed against decisions issued by the following FIFA bodies and departments[2]:

FIFA Body	Cases	%
Football Tribunal	**74**	**63%**
Football Tribunal (PSC + DRC)	36	31
Clearing House	38	32
Judicial Bodies	**34**	**29%**
Disciplinary + Appeal Committees	32	27
Ethics Committee	2	2
Agents	**7**	**6%**
Other	**2**	**2%**
Total	**117**	**100%**

In a surprising turn compared to previous years in which appeals against decisions of the FIFA Football Tribunal and Judicial Bodies constituted the majority of appeals against FIFA decisions as a whole, 2024 has seen decisions from the FIFA Clearing House become the main source of CAS appeals, in line with the increased number of cases arising from that department and with the tendency already seen in 2023, as well as with the lesser number of appeals against Football Tribunal decisions in which FIFA was called as a party in the last year.

[2] The 209 cases in which FIFA was not a party relate to appeals against decisions of the Football Tribunal.

Comparison



2023		
Football Tribunal		**114**
PSC + DRC		81
Clearing House		33
Judicial Bodies		**52**
Disciplinary + Appeal Committees		47
Ethics Committee		5
Institutional Bodies		**6**
Others (Agents, etc.)		**3**

2024		
Football Tribunal		**74**
PSC + DRC		36
Clearing House		38
Judicial Bodies		**34**
Disciplinary + Appeal Committees		32
Ethics Committee		2
Institutional Bodies		**7**
Others (Agents, etc.)		**2**

03

CAS Hearings in 2024

CAS Hearings in 2024

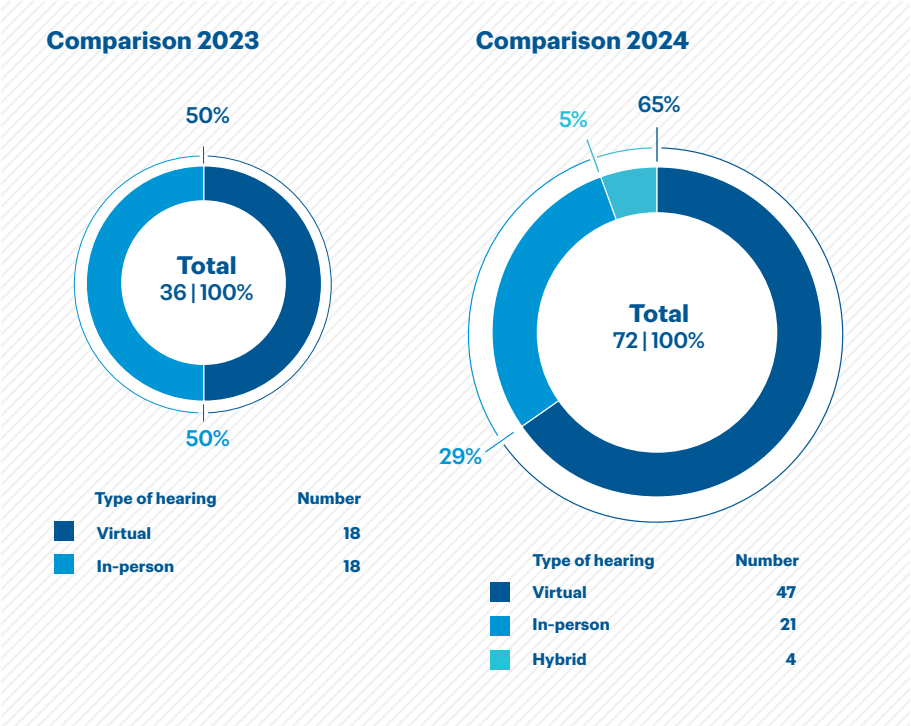
During 2024, FIFA participated in 72 CAS hearings.

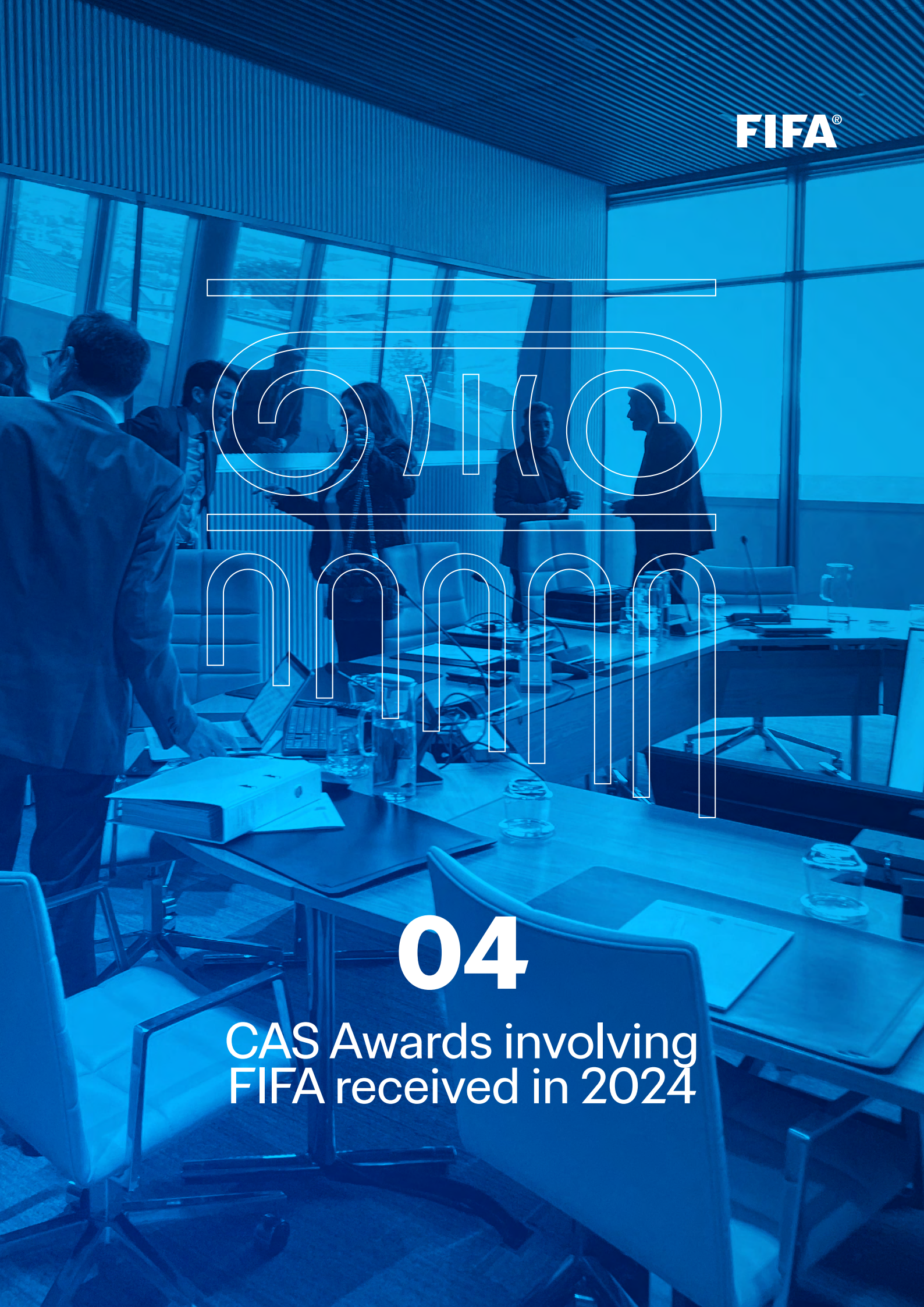
Compared to the previous year, the number of hearings in cases in which FIFA was a party doubled (i.e., 36 hearings in 2023).

Although the modality of the hearings in which FIFA participated (in-person vs. virtual) was divided evenly in 2023 (50%-50%), hearings by videoconference have clearly been the most common option favoured by CAS in 2024, with almost two-thirds (specifically, 65%) of hearings being held virtually and the rest being held in-person (29%) or in a hybrid format (6%).

Although the move of the FIFA Legal & Compliance Division to Miami, USA, in August 2024 may have contributed to the increase in the number of hearings held online, other factors, such as the larger number of hearings held in 2024, have also played a role in this particular aspect. This has, however, not prevented in-person hearings from taking place (albeit more exceptionally) in cases in which FIFA is a party, including the first hearing held in Miami in November 2024.

In addition, in four of the hearings that took place in 2024, FIFA was either excused from attending or voluntarily chose not to attend (as allowed under Article R57 CAS Code) in light of the exclusively "horizontal" nature of the dispute between the parties in which the respective appellants had not agreed to withdraw the appeal against FIFA.





04

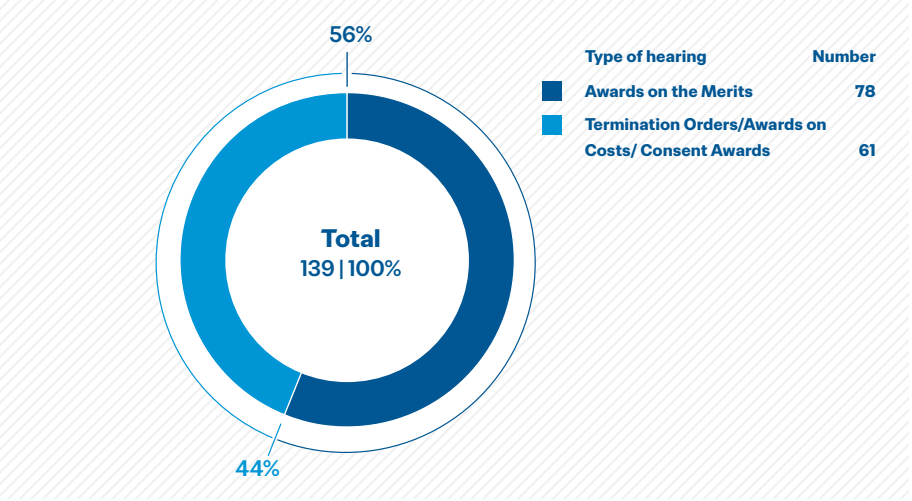
CAS Awards involving FIFA received in 2024

4.1 Introduction

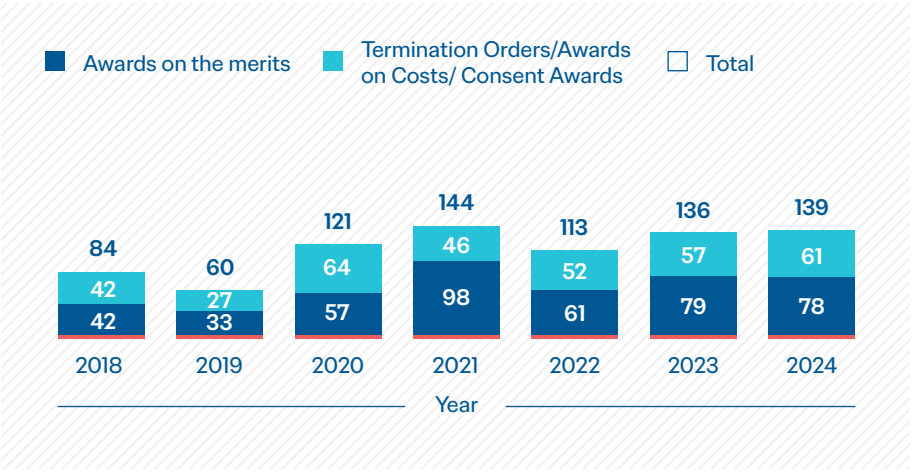
From 1 January 2024 until 31 December 2024, FIFA received 139 decisions from CAS in cases where it was involved as a party.

As explained in previous editions, it is important to note that not all cases result in a decision being made on the merits. Many cases are resolved through Termination Orders, Awards on Costs, or Consent Awards, often because the appeals are withdrawn, or the parties involved reach a settlement.

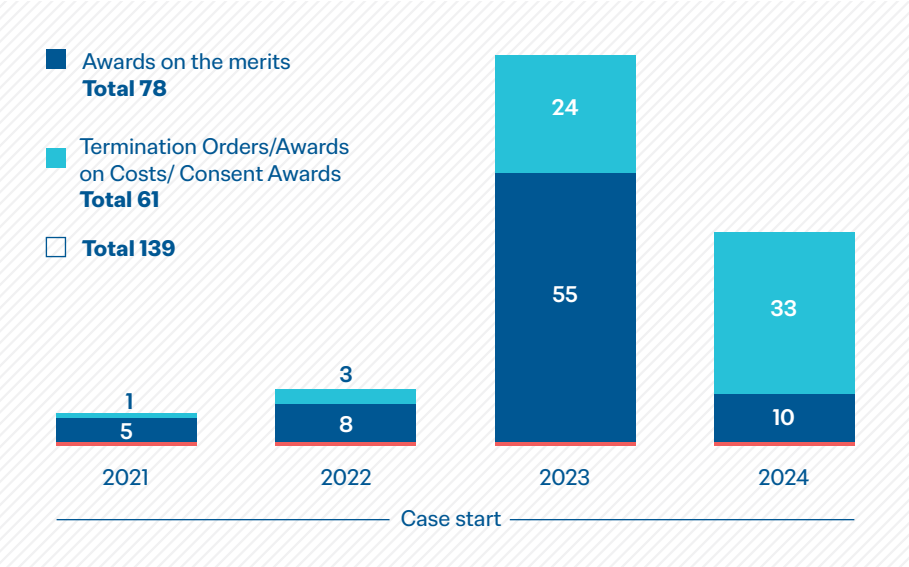
With this in mind, we categorize the CAS decisions that FIFA received in 2024 in cases in which it had been a party, into the following groups:



The table below shows the number of CAS decisions received since 2018 in which FIFA was a party.

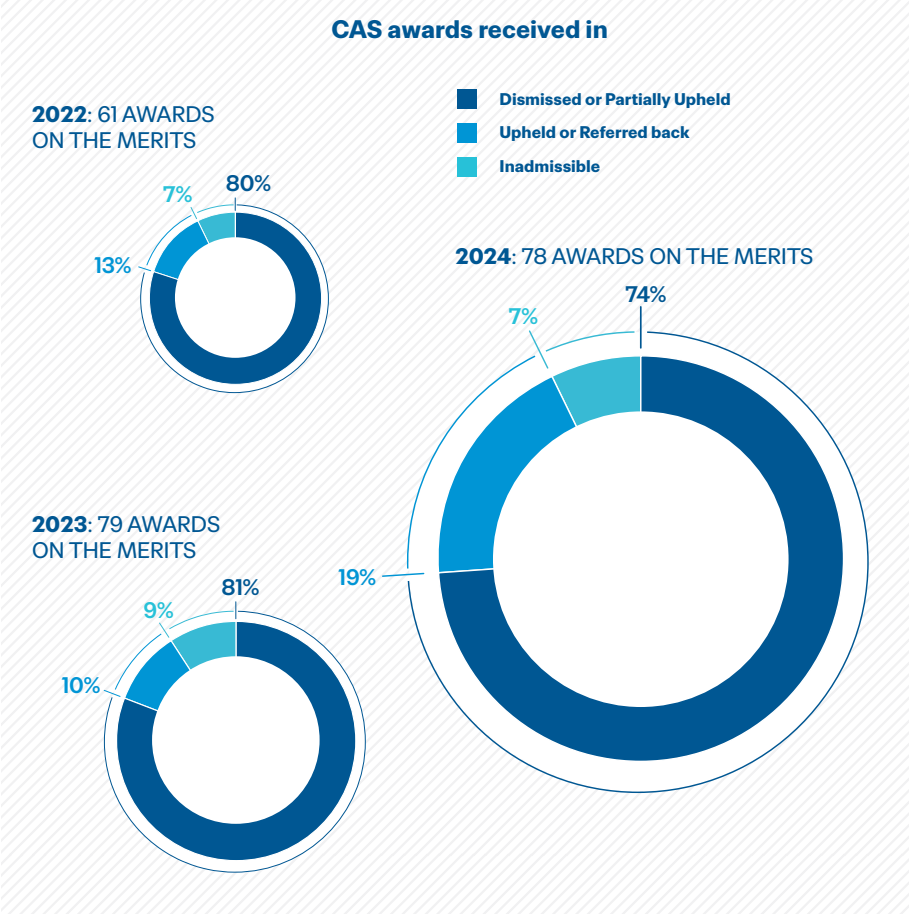


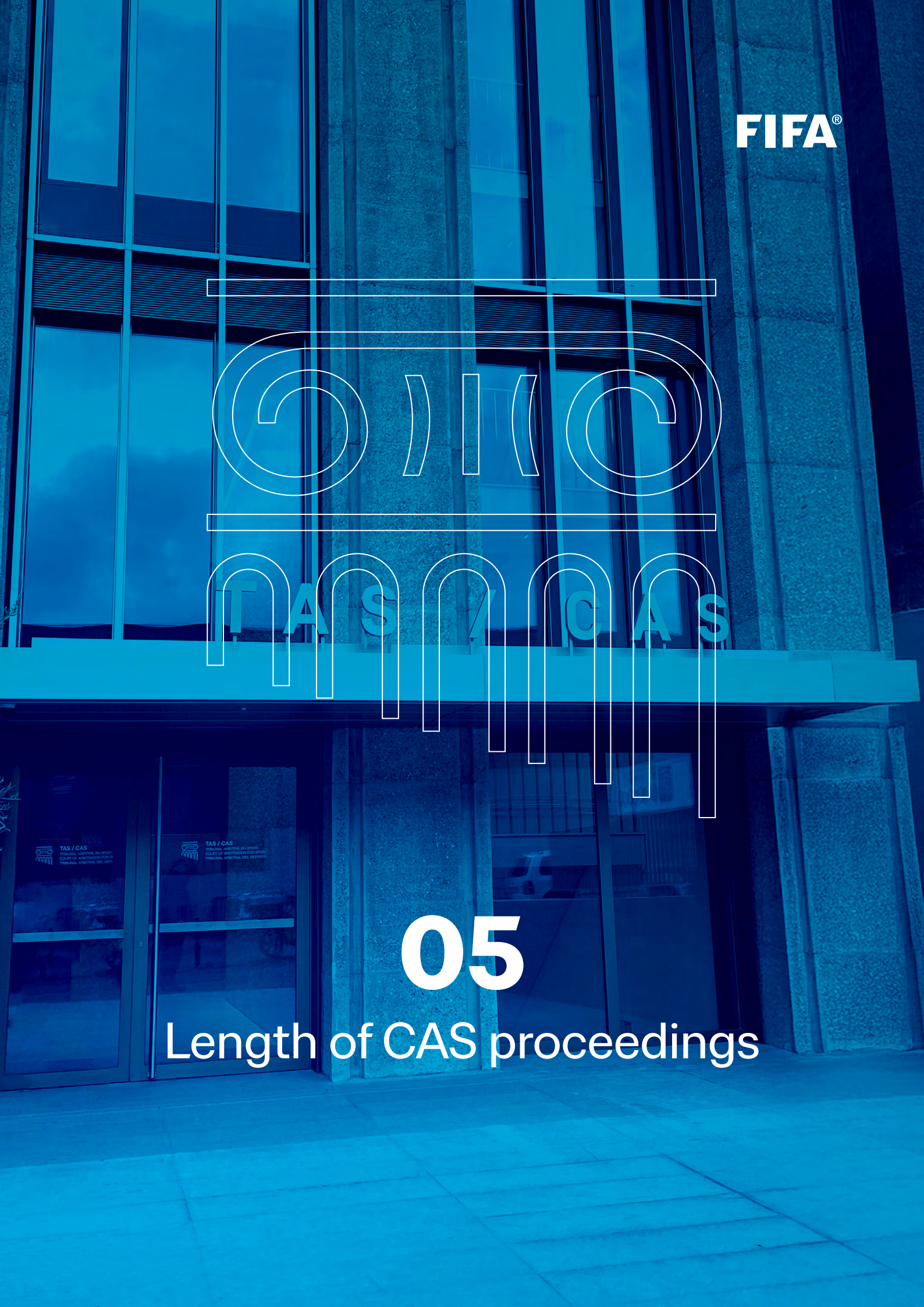
It is important to note that although this report refers to the CAS awards received in 2024 in which FIFA was a party, some of these relate to legal proceedings that began already in 2021. Specifically, 5 awards on the merits originated from cases initiated in 2021, while 8 had started in 2022. Additionally, 55 concerned appeals that had been filed in 2023. Finally, 10 of the awards received in 2024 related to cases initiated and resolved in that same year, as illustrated in the graphical representation below.



4.2 Outcome of the Awards on the Merits

Out of the 78 awards on the merits received by FIFA in 2024 in cases in which it had been summoned as a respondent, 58 (74%) either dismissed the appeal and confirmed the FIFA decision, or partially upheld the appeal whilst confirming the underlying reasoning of the challenged decision and amending specific aspects for proportionality. Meanwhile, 15 (19%) annulled the appealed decision or referred the case back to the relevant FIFA body, and 5 (7%) declared the appeal inadmissible.





05

Length of CAS proceedings

5.1 Introduction

In addition to the 78 CAS awards received in 2024, in which FIFA was directly involved, FIFA has also received 117 awards from cases in which FIFA was not a party. Excluding the expedited cases, FIFA has been notified a total of 192 awards on the merits in 2024.

As in 2023, this has allowed FIFA to obtain a general overview of duration of CAS proceedings from the moment that a statement of appeal is filed until a final award is notified to the relevant parties.

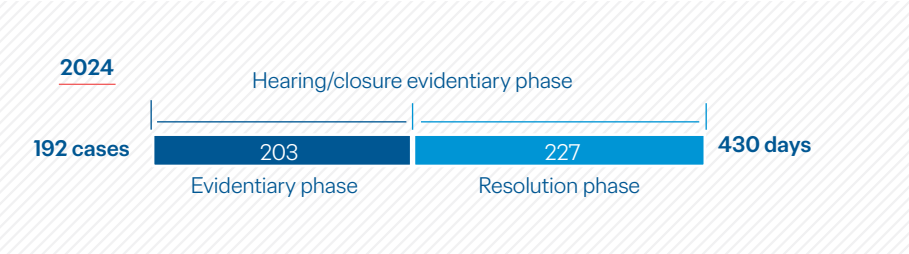
The findings in the sections below are based on the information contained in the 192 awards that FIFA has received from CAS in 2024.

5.2 Average duration of the cases (awards) received in 2024

According to the relevant CAS awards, the average duration of the cases resolved in 2024 was 430 days.

Breaking down this number, the time elapsed from the filing of the statement of appeal until the end of the hearing and/or the closure of the evidentiary part of the proceedings (the "evidentiary phase") lasted an average of 203 days.

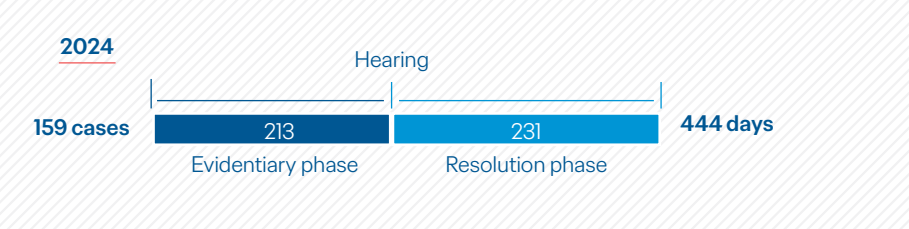
However, the time passed between the end of the evidentiary phase and the notification of the arbitral award (i.e. the "resolution phase") has, on average, been 227 days long.



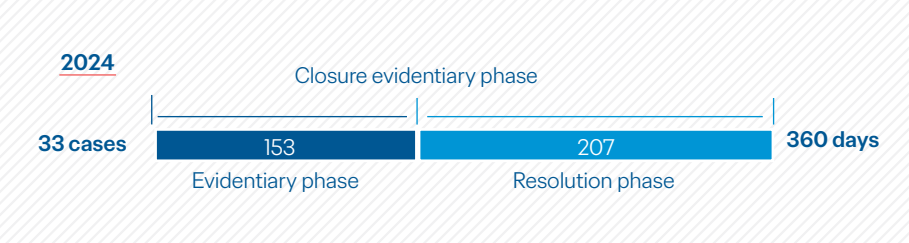
5.3 Average duration of the cases with/without hearing

As in 2023, a comparative analysis is made between the length of cases where a hearing was held in comparison to those resolved solely on the basis of the parties' written submissions.

On average, **cases in which a hearing was** held took 444 days to conclude. The evidentiary phase in these cases lasted 213 days, while the resolution phase lasted 231 days on average.



On the other hand, cases that were decided **solely based on the written submissions** of the parties lasted approximately 360 days, substantially less than cases in which a hearing was held. In these cases, the duration of the evidentiary phase was around 153 days long, while that of the resolution phase was 207 days long.



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06

CAS Global Football Statistics

6.1 Introduction

The following figures provided by CAS give a detailed summary of all football-related cases presented to this tribunal.

These numbers cover not only FIFA-related matters but also decisions from national and regional associations, confederations, and ordinary football arbitration proceedings.

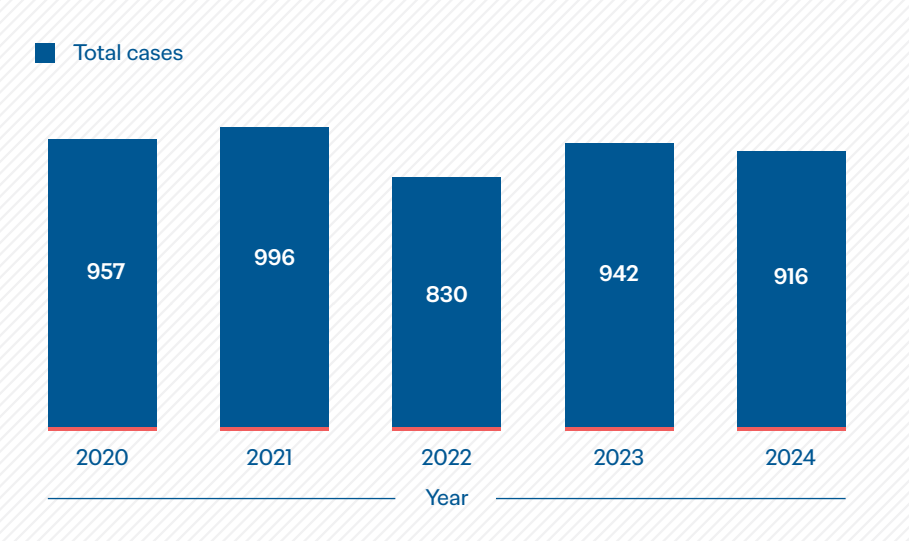
This data offers essential insights into the legal challenges affecting football and is a valuable resource for industry stakeholders.

6.2 Evolution of the global CAS caseload

The total number of cases registered across all sports and procedure types in 2024 at CAS was: 916.

In comparison to 2023 (942), this number decreased by 2.8% (26 less cases in 2024).

Appeal procedures continue to make up the majority of the caseload (70%).



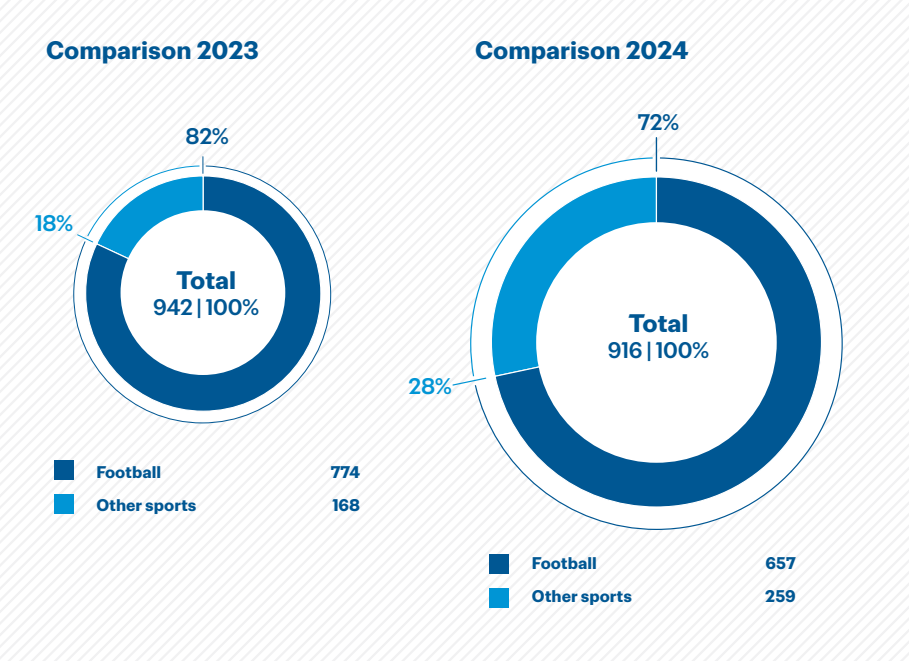
6.3 Football-related cases handled by CAS

Of the 916 procedures above, 657 were related to - international, continental, and national – football.

Football-related cases at CAS in 2024

657

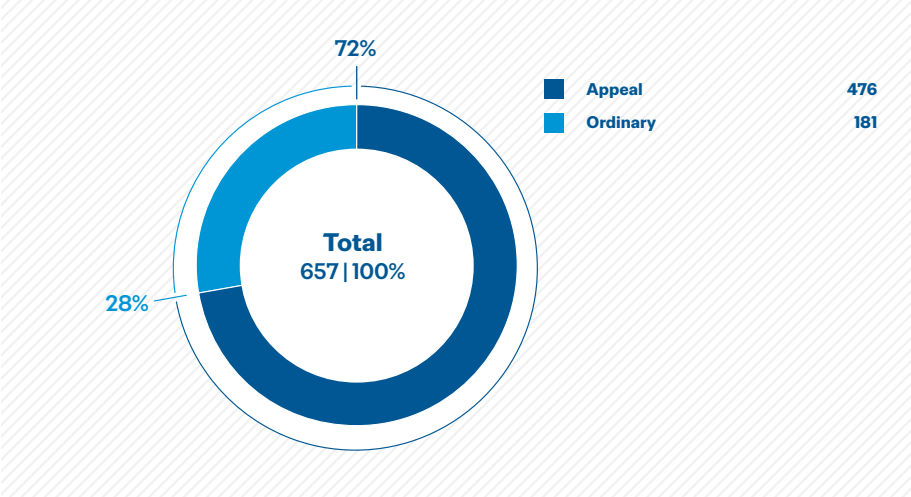
In 2023, football-related proceedings constituted a significant majority, with 774 out of 942 cases (82%). This trend continued in 2024, with 657 out of 916 cases (72%) being related to football.



6.4 Type of procedure

Out of the total number of football-related cases heard by CAS in 2024 (657), there were 476 appeals proceedings against decisions from football institutions (including FIFA) and 181 first-instance ordinary proceedings.

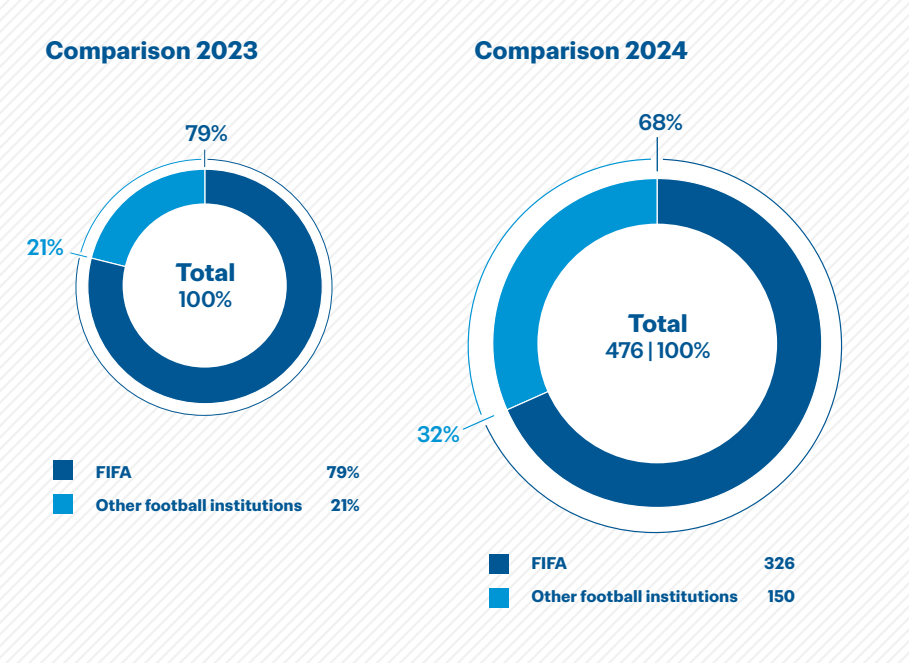
Put differently, 72% of the football-related proceedings before the CAS in 2024 were appeals, while 28% were ordinary.



6.5 Source of the appealed decisions

Examining the appeal procedures more closely, 68% of the contested decisions originated from FIFA bodies while the other 32% were issued by confederations, national or regional football associations.

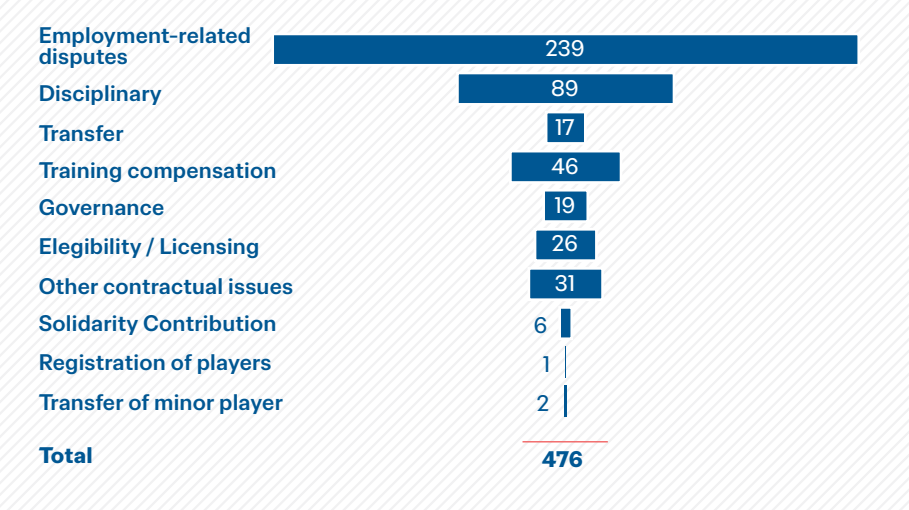
Compared to last year, appeals against FIFA decisions have represented a lesser portion of football-related appeals, as in 2023, 79% of appeals were against FIFA decisions while in 2024, this figure dropped to 68%.



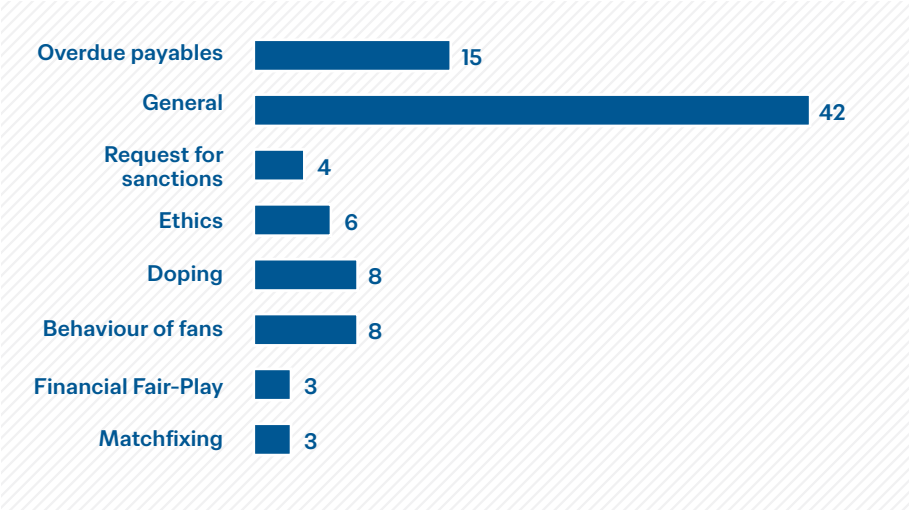
6.6 Subject of the appealed decisions

Following the past years' trend, over half of the football-related appeal proceedings concerned employment-related disputes.

Disciplinary matters were again the second most frequent type of football-related appeal procedure.

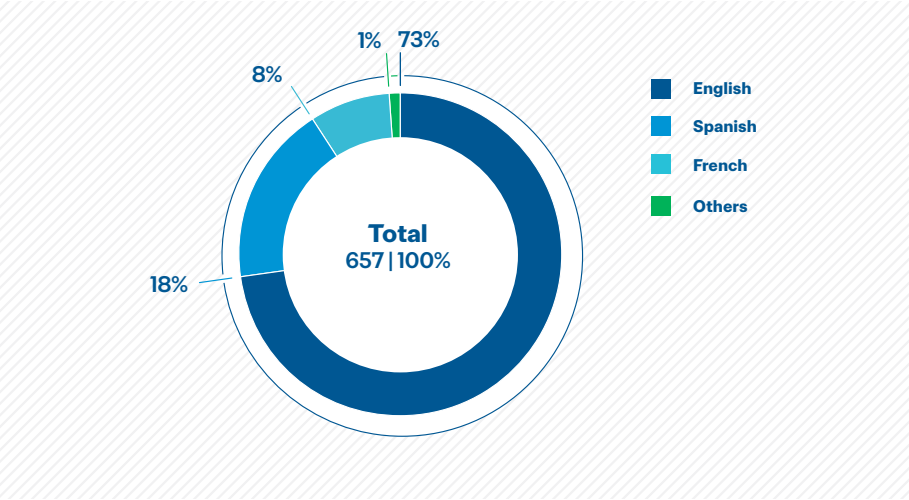


The disciplinary matters can be broken down as follows:



6.7 Language

The data relating to the language of the football proceedings at CAS has practically remained unchanged in comparison with 2023. In 2024, 73% of football cases were conducted in English (1% more than in 2023), 18% in Spanish (3% more than in 2023), 8% in French, and 1% in any other language.



07

FIFA cases during the Olympic games

7.1 Introduction

It is well-known that the CAS Ad hoc Division is a specialized branch of CAS established specifically for solving disputes in an expedited manner during the Olympic Games. This division ensures that any conflicts, such as those involving eligibility, doping, or other regulatory issues, are addressed fairly, allowing the Olympic Games to proceed smoothly.

For the first time in history, three football-related cases were dealt with by the Ad Hoc Division during the Paris 2024 Olympics.

7.2 Summary of the cases

CAS OG 24/04 Israel Football Association & Mr. Roy Revivo v. FIFA (Award 26 July 2024)

During a match between Israel and Iceland in the context of the UEFA Euro 2024 Qualifiers, the player, Roy Revivo, received a red card. As a result, the UEFA imposed a 2-match suspension on the Player (the "UEFA Decision"). The UEFA Decision was never appealed.

Ahead of the Olympic Games, FIFA requested UEFA to confirm any pending suspensions. UEFA informed that the Player's suspension would need to be served *"during the next Olympic games"* scheduled on 24 July 2024 ("Mali v Israel") and 27 July 2024 ("Israel v Paraguay").

During the Team Arrival Meeting with the Israeli Football Association ("IFA") on 21 July 2024, FIFA reported UEFA's confirmation that the Player was suspended for the first two matches of the Olympic Football Tournament ("OFT"). In other words, FIFA stated it would enforce the UEFA Decision.

On the following day, on 22 July 2024, IFA filed a Protest under Article 10(3) Regulations for the OFT ("ROFT"). FIFA declared the Protest inadmissible because it had been submitted later than five days before the OFT's first match, as required by Article 10(3) ROFT (the "Appealed Decision"). IFA and the Player (the "Applicants") appealed this decision before the CAS Ad hoc Division.

As a preliminary issue, the Panel noted that FIFA had objected to the jurisdiction of the CAS Ad Hoc Division, alleging that (i) the Applicants had not exhausted the applicable internal remedies, as they should have first lodged an appeal against the Appealed Decision before the FIFA Appeal Committee; and (ii) that the dispute did not have sufficient *"connection to"* the Olympic Games under Rule 61.2 Olympic Charter.

The Panel concluded that while the Applicants had not exhausted FIFA's internal remedies, the urgency of the matter justified immediate recourse to the CAS Ad Hoc Division. Requiring the Applicants to await a decision from the FIFA Appeal Committee would have rendered the appeal ineffective. Furthermore, as the dispute concerned the Player's eligibility for the OFT matches in Paris, the Panel found a sufficient connection to the Olympic Games and confirmed its jurisdiction.

On the merits, the Applicants challenged FIFA's enforcement of the UEFA Decision in the OFT, arguing that the UEFA Decision only applied to *"UEFA representative competitions."*

The Panel noted that, according to Article 10 ROFT, the Protest should have been filed no later than 5 days before the first match of the OFT, i.e., by 19 July 2024.

While the Panel acknowledged that the Protest might have been lodged in "good faith" based on information provided during the Team Arrival Meeting on 21 July 2024, it agreed with FIFA's decision to declare the Protest inadmissible. Since the UEFA Decision had been issued on 23 April 2024, the Applicants, particularly the IFA, should have been aware of Articles 68.1 and 68.4(a) of the UEFA Disciplinary Regulations, which provide for carrying over match suspensions to other competitions. This would have allowed sufficient time to file a Protest under ROFT or seek clarification regarding the suspension.

The Panel considered, however, that even if the Protest had been submitted earlier, it was not within the Disciplinary Committee's competence to interpret the UEFA Decision. FIFA was merely enforcing a sanction based on information provided by UEFA, in accordance with Article 69 FDC, and bore no responsibility for the accuracy of that information.

Accordingly, the Applicants' application was dismissed, and the Appealed Decision was confirmed in its entirety.

CAS OG 24/09 Canadian Olympic Committee & Canada Soccer v. Fédération Internationale de Football Association & New Zealand Football & New Zealand Olympic Committee Inc. & Fédération Française de Football & Comité National Olympique et Sportif Français & Federación Colombiana de Fútbol & Comité Olímpico Colombiano (Award 31 July 2024)

The Canadian Olympic Committee and the Canada Soccer Association (the "Applicants") challenged the decision of the FIFA Appeal Committee, which found the Canadian Soccer Association responsible for violating various regulations, directives, guidelines, and circulars. This violation was linked to two main issues: (i) the failure to ensure that officials participating in the Olympics properly complied with the prohibition against flying drones over any training sites, and (ii) the failure to respect the principles of fair play, loyalty, and integrity. Specifically, the Canadian Soccer Association was accused of spying on New Zealand's team during the Olympics to gain a competitive advantage.

Although the Applicants did not contest the infringement, they challenged the proportionality of the 6-point deduction imposed by the FIFA Appeal Committee. In this regard, the Panel firstly referred to the majority of CAS jurisprudence which establishes that a CAS Panel can only interfere with a sanction if it is *"evidently and grossly disproportionate"* to the rule violation and there is a misuse of the association's discretionary powers (i.e. in case of arbitrariness). Although the Panel acknowledged that there is a minority view in the CAS case law which allows a panel to modify the sanction if it simply finds the original one inappropriate, the Panel decided that the applicable standard to apply was, as the main jurisprudential line holds, the *"evidently and grossly"* disproportionate test. Therefore, the Panel assessed the case under the premise that *"the affirmation that the sanction was "grossly disproportionate" must be based on a clear arbitrariness –i.e., absence of reasoning"*.

The Panel firstly remarked that the Appealed Decision *"cannot be said to be arbitrary"*, as *"it sets out supporting arguments and contextualizes the violations which took place and framed them in the value structure of sports and the Olympic Games."*

The Panel further determined that the sanction could not be considered as "grossly" disproportionate. In this respect, the Panel underlined that the FIFA Disciplinary Committee (hereinafter the Disciplinary Committee), in light of its broad range of discretion, could have imposed a harsher sanction (e.g., expulsion from the competition or forfeiture of previously played games). Instead, the sanction imposed allowed Canada to continue playing in the competition and potentially advance to the next stage despite the actions were considered *"grave and reprehensible"*.

Furthermore, the Panel highlighted other countervailing considerations that supported the proportionality of the sanction:

(i) It was the first time that the FIFA Appeal Committee had imposed points deduction for a spying case. The CAS cases cited by the Applicants to support a reduction in the sanction involved different factual backgrounds (i.e., unrelated to spying or drone surveillance).

(ii) The sanction did not punish the players but the Canadian Soccer Association.

(iii) A severe sport sanction may be reasonably thought to be a more positive deterrent than a monetary fine.

(iv) The alleged mitigating factor of cooperation could not apply in this case, as mitigation is only relevant when cooperation occurs *"prior"* the discovery of the offense, not afterwards, as was the case here.

The Panel concluded that the Appealed Decision was not an exercise of arbitrary power but purports to contain a logic and reasoning according to the circumstances of the case.

Accordingly, the Applicants' application was dismissed, and the Appealed Decision was confirmed in full.

CAS OG 24/14 Marta Vieira da Silva, Comitê Olímpico do Brasil (COB) & Confederação Brasileira de Futebol (CBF) v. FIFA (Award 6 August 2024)

During an Olympic match between the teams of Brazil and Spain, the player Marta Vieira da Silva (the "Player"), was sent off for committing serious foul play against a Spanish opponent (the "Incident"). Consequently, pursuant to Article 14(1)(e) of the FIFA Disciplinary Code ("FDC"), the Disciplinary Committee imposed a 2-match suspension on the Player.

The Applicants challenged the Disciplinary Committee's decision (the "Appealed Decision"), arguing that the Player *"was not careless or reckless and had no intention to harm anyone"*, that *"the opponent did not suffer any injury and continued playing in the Match"* and that the Player had *"mitigated the situation by apologising and accepting the sending off immediately"*. The Applicants did not request the Sole Arbitrator to alter the referee's decision from a red card to a yellow card. They contended that the incident should be categorized as *"unsporting behaviour"* (Article 14(1)(b) FDC), rather than *"serious foul play"* (Article 14(1)(e) FDC). Based on this recategorization, they sought a reduction of the sanction to a 1-match suspension.

The Sole Arbitrator was keen to emphasize that the Applicants had expressly stated that *"they do not intend to review the decision made by the referee in the field of play, which is final."* In this sense, the Sole Arbitrator concluded that:

(i) When issuing the Appealed Decision, the Disciplinary Committee relied solely on the referee's and match officials' reports, which classified the offence as *"serious foul play,"* and applied the minimum sanction prescribed under Article 14(1)(e) FDC.

(ii) Even if there had been room to review the Appealed Decision (*quod non*), such a review would have required examining and potentially overturning the referee's and match officials' conclusions that the Player had incurred in a *"serious foul play."*

The Sole Arbitrator noted that the Applicants did not challenge the referee's or match commissioner's findings, both of which characterized the Player's offence as *"serious foul play."* Consequently, there was no basis for applying Article 14(1)(b) FDC ("unsporting behaviour") instead of Article 14(1)(e) FDC ("serious foul play").

In addition, the Sole Arbitrator underlined that, as per CAS jurisprudence, on-field decisions can only be overturned if evidence demonstrates that the decision was made under conditions of bad faith, bias, corruption, or arbitrariness. The Applicants failed to establish any of these circumstances in this case.

Accordingly, the Applicants' application was dismissed, and the Appealed Decision was confirmed in its entirety.

FIFA®

08

Leading cases in 2024 in appeals against FIFA decisions

8.1 Introduction

The statistics presented earlier in this report primarily focus on cases where FIFA served as a respondent in CAS proceedings. However, FIFA has received numerous other CAS awards related to contractual disputes in which it was not a party. The latter of these disputes arose from appeals against decisions made by the Football Tribunal, specifically the Dispute Resolution Chamber (DRC) and the Players' Status Chamber (PSC).

The following sub-sections summarize the most relevant CAS case law from 2024, organized by topic within FIFA's regulatory scope of operations.

- Football Tribunal:

  (i) Admissibility; (ii) Standing to sue/to be sued; (iii) FIFA Jurisdiction; (iv) Lis pendens & res judicata; (v) Validity of a contract or clause; (vi) Mutual termination of an employment contract; (vii) Early termination of employment contracts (with or without just cause); (viii) Joint liability; (ix) Penalty clauses; (x) Sell-On Clauses; (xi) Player's Economic Rights; (xii) Force majeure; (xiii) Clearing House (Training rewards and EPP review process); (xii) Sporting Succession decided in the Football Tribunal; (xv) Other cases of interest.

- Judicial Bodies related with decisions issued by:

  - The Disciplinary Committee and Appeal Committee:

    (i) Failure to respect decisions, (ii) Sporting succession, bankruptcy and creditor's diligence; (iii) Discrimination and inappropriate behaviour of fans; (iv) Anti-Doping cases; (v) Protection of minors; (vii) Other cases of interest.

  - Ethics Committee:

    (i) Failure to report and protect physical and mental integrity; (ii) Forgery and Falsification.

- Other FIFA bodies:

  (i) Appeals against decisions related with Agents; (ii) Other cases of interest.

- Orders of provisional measures:

  (i) Registration and eligibility of players; (ii) Provisional suspension due to an Ethics investigation.

Football Tribunal

i. Admissibility

CAS 2023/A/9780 Royal AM FC v. Samir Nurković & FIFA (Award 14 October 2024)

The Award revolves exclusively around the issue of the admissibility of the Appellant's Appeal. The Panel analysed whether the Appellant's request for the grounds of the Appealed Decision had been submitted before said decision had already become final and binding (as answering this question affirmatively would render the Appellant's appeal immediately inadmissible).

The Panel firstly underlined that the *"the principles laid down by means of the Procedural Rules are rather straightforward in establishing that, as of 1 May 2023, all communications in the context of proceedings before the FIFA Football Tribunal, including the notification of the pertinent decisions, are to be undertaken exclusively via the FIFA Legal Portal or the FIFA Transfer Matching System."*

Since the Appealed Decision was notified on 3 May 2023, i.e., only 2 days after the Procedural Rules came into force, the Panel then proceeded to examine whether FIFA had adequately informed the various football stakeholders about the implementation of the FIFA Legal Portal.

In this respect, the Panel pointed out that FIFA had made two clear announcements via Circulars: (i) Circular Letter 1795 dated 25 April 2022, and (ii) Circular 1842 dated 6 April 2023.

The Panel further noted that, through correspondence of 11 November 2022, 5 December 2022 and 27 January 2023, FIFA had directly informed the Appellant that the FIFA Legal Portal was already operational.

In addition, the Panel underlined that, by means of its correspondence of 24 March, 27 March and 13 April 2023, FIFA had also informed the Parties that, as of 1 May 2023, email service would be discontinued and that the Parties were obliged to register with the FIFA Legal Portal.

In view of the foregoing, the Panel concluded that not only does the wording of the Procedural Rules leave no room for interpretation in establishing the mandatory use of the FIFA Legal Portal for all communications, but also that the Appellant and its counsel had been timely and adequately informed about its implementation as of 1 May 2023.

Consequently, since the Appealed Decision had been properly notified through the FIFA Legal Portal on 3 May 2023, the Panel determined that the 10-day deadline to request the grounds expired on 13 May 2023. Thus, the Appealed Decision became final and binding on 14 May 2023.

In light of the above, the Appellant's request for the issuance of the grounds on 25 May 2023 was submitted after the Appealed Decision had become final and binding and, consequently, the Panel concluded that the Appeal was inadmissible as it was filed outside the relevant deadline established in Articles 57(1) FIFA Statutes and R49 CAS Code.

Other cases related to admissibility:

CAS 2023/A/9805 Genoa Cricket and Football Club v. FIFA

TAS 2023/A/9531 Yves Jean-Bart et consorts c FIFA et FHF

CAS 2023/A/9948 and 10080 Lechia Gdansk S.A. v. Ilkay Durmus & Gornik Leczna S.A. & FIFA

ii. Standing to sue/ to be sued

CAS 2023/A/10002,10009, 10010 FK Liepaja v. FIFA (Award 14 October 2024)

FK Liepaja appealed an Electronic Player Passport (hereinafter, "EPP") and an Allocation Statement which granted training rewards to some training clubs after not uploading the relevant waivers during the EPP Review Process.

The Sole Arbitrator concluded that by not naming the creditors as respondents, the Appellant denied them the chance to defend themselves.

Consequently, the Sole Arbitrator found that the creditors had a legitimate interest in the dispute and should have been included as respondents, leading to the dismissal of the appeal.

Other cases related to standing to sue/ to be sued:

CAS 2023/A/9611 Al Merrikh Sports Club v. FIFA

TAS 2023/A/9867 Esteban Becker Churukian c. Federación Ecuatoguineana De Fútbol & FIFA

CAS 2024/A/10514 Sporting du Pays de Charleroi c. FIFA

iii. FIFA Jurisdiction

CAS 2023/A/9477 Joan Carrillo Milan v. DVSC Futball Szervezo & FIFA (Award 14 February 2024)

The dispute concerned the unilateral termination of the Coach's contract by DVSC.

Initially appointed as head coach of DVSC's first team, the Club unilaterally terminated the Coach's contract without providing further reasons, citing Hungarian law. The Coach contested the termination and filed simultaneous claims with FIFA and the Hungarian courts.

The FIFA Players' Status Chamber (hereinafter, "PSC") declared the Coach's claim inadmissible on the grounds of forum shopping, alleging that he engaged in parallel proceedings in hopes of obtaining a favourable outcome.

Before CAS, the Coach challenged FIFA's denial of jurisdiction, arguing that the PSC wrongly labelled his actions as forum shopping. He asserted that he acted in good faith and did not seek to prejudice DVSC. Furthermore, the Coach emphasized that his submissions to the national court aimed to challenge the jurisdiction clause in the termination letter and ensure the enforcement of any award in Hungary, where arbitration of labour disputes is prohibited. He also stressed that he had withdrawn his claim before the national courts, contending that FIFA's decision contradicted Swiss law and CAS jurisprudence.

Although the Sole Arbitrator noted that a clause in the employment contract listed various legal regimes under Hungarian law, he emphasized that no hierarchy was indicated. Consequently, he determined that Hungarian law did not prevail over FIFA rules.

Regarding the substance of the dispute, the Sole Arbitrator focused on whether the PSC had correctly declined jurisdiction based on the Coach's alleged forum shopping.

In this regard, he outlined the concept of forum shopping, citing the Commentary of the FIFA Regulations on the Status and Transfer of Players (hereinafter "RSTP"), and emphasized the illegal nature of this practice. However, after analysing the Coach's actions, he found that the Coach's decision to bring the

case before the national court was justified due to strict time limits under Hungarian law.

Additionally, the Sole Arbitrator considered the Coach's intention, which was to protect his rights rather than manipulate the system and found that he did not act in bad faith. Consequently, the Sole Arbitrator concluded that the Coach's actions did not constitute forum shopping.

As a result, the appeal was upheld, and the case was referred back to FIFA for further consideration on the merits.

TAS 2023/A/9859 FC Juarez c. Pedro Raul Garay Da Silva (16 February 2024)

The DRC ruled in favour of the Player by ordering FC Juárez to pay some outstanding amounts and warning the club that a ban on registering new players would be imposed if the amount was not paid in the next 45 days.

Before CAS, FC Juárez challenged the jurisdiction of the DRC, arguing that the contract stipulated that disputes should be resolved by the bodies of FMF. The Club also argued that the Player's claim was time-barred under Mexican law, as it exceeded the one-year limit from the due date. Moreover, FC Juárez claimed that the Player had forfeited his right to the December salary by ceasing to provide services to the club in November 2021. In addition, the club claimed that Article 12bis RSTP did not apply to the matter, again referring to the fact that the Player never earned the December salary.

The Sole Arbitrator examined the employment contract and found ambiguities regarding the dispute resolution mechanism. He emphasized that, although it included the FMF's disciplinary bodies, it also expressly included FIFA, without a clear designation of jurisdiction. As neither party had opted for national arbitration or an independent tribunal, the Sole Arbitrator confirmed the jurisdiction of the DRC given that the latter has default jurisdiction for international disputes.

He then rejected FC Juárez's contention that the Player's claim was time-barred under Mexican law, concluding that Mexican law only applied subsidiarily. Referring to Article 23 RSTP, he applied a two-year prescription period and held that the Player's claim was not time-barred.

Regarding FC Juárez's claim that the Player was not entitled to the December salary, the Sole Arbitrator acknowledged that the contract was terminated from the date on which the club ended its participation in the tournament.

However, he considered that it was clear that the parties had agreed on a fixed amount to be paid by FC Juárez in three instalments, irrespective of the duration of the contract, and not on a monthly salary. Consequently, he concluded that the Player was entitled to the third instalment.

Finally, with regard to the applicability of Article 12bis of the RSTP, the Sole Arbitrator stressed that the challenge of a disciplinary sanction should have been addressed to FIFA. He stated

that to overturn the sanction imposed without FIFA's involvement would violate FIFA's right to due process.

Therefore, the appeal was dismissed, and the contested decision was upheld.

CAS 2023/A/9923 Mezőkövesd Zsóry FC v. Matija Katanec & FIFA (Award 17 December 2024)

The Appealed Decision pertained to a contractual dispute between the Appellant and the player, Matija Katanec (the "Player") concerning the termination of the Player's employment contract and the consequent financial claim for unpaid remuneration and compensation for breach of contract.

Against this decision, the Appellant filed an appeal before CAS, objecting to FIFA's jurisdiction.

The Panel analyzed this issue and found that the language of the jurisdiction clause was quite unclear, as it referred to several different adjudicatory bodies (i.e., MLSZ, FIFA, the Administrative and Labour Court, and the Sports Standing Arbitration Court).

The majority of the Panel found that, in literal terms, the Parties bindingly granted the competent Hungarian Administrative Court and Labour Court jurisdiction to adjudicate and settle all labour disputes, and such competence was not restricted.

Additionally, the majority of the Panel considered that the Player was an experienced professional and that the contract was negotiated under equal circumstances.

In light of the above, the Appealed Decision was set aside.

CAS 2023/A/10079 Patrick Youmbi Noubissie v. FIFA and FECAFOOT (Award 24 September 2024)

Mr. Patrick Youmbi Noubissie signed an employment contract with the *Fédération Camerounaise de Football* (FECAFOOT) as a physiotherapist; however, the contract was never signed by FECAFOOT.

After several months of non-payment, the Appellant filed a claim against FECAFOOT before the PSC, requesting the payment of outstanding bonuses, daily allowances, and general damages for legal expenses and arbitration costs.

After reviewing the employment contract and FIFA regulations, the PSC concluded that the Appellant could not be considered a coach and, therefore, was not competent to deal with his claim, deeming it inadmissible.

Mr. Youmbi appealed the PSC decision before CAS.

At this stage, FECAFOOT initially alleged that it did not sign the employment

contract with the Appellant and, therefore, it could not rely on that document. Nevertheless, the Panel determined that the Appellant had worked for FECAFOOT for several years as a physiotherapist, acknowledging a contractual relationship between them.

Secondly, the Panel assessed whether the Appellant could be considered a coach according to FIFA regulations. In this regard, it was established that the employment contract left no room for doubt that the true intention of the parties was to hire him as a physiotherapist, not as a coach. Additionally, it was concluded that the Appellant failed to prove he had a coaching role in the team.

Considering that the Appellant was never hired as a coach, the Panel concluded that, according to FIFA regulations, FIFA did not have jurisdiction to hear the case.

In short, the appeal was dismissed, and the Appealed Decision was confirmed.

CAS 2022/A/9248 Joris Gnagnon v. Sevilla Football Club & FIFA (Award 17 January 2024)

In September 2020, Sevilla notified Mr Gnagnon (the "Player") of the opening of a disciplinary procedure due to the player's return from holiday excessively overweight and non-compliance with the training and nutrition plan provided by the club. Sevilla informed the Player that these actions would be considered as a failure to fulfil his contractual obligations with the diligence required by the applicable Spanish legislation. Sevilla then issued three further disciplinary decisions in relation to the same overweight problem, resulting in the termination of the Player 's contract.

As a result, the Player filed a claim with both the DRC (the FIFA Claim) and the Spanish Labour Court (the Spanish Claim). Despite the withdrawal of the Spanish claim, FIFA declared the Player's claim inadmissible on the grounds of "forum shopping".

Before CAS, the Player challenged the DRC's decision and asserted FIFA's jurisdiction over the dispute based on the Contract. He argued that the filing of a claim with FIFA, followed by the Spanish claim, was a precautionary measure and not an attempt to manipulate the system.

The Player also claimed that Sevilla had terminated the contract without just cause, citing unreasonable weight loss and failure to address health issues. Furthermore, he contended that Sevilla failed to give him prior warning and that the termination process exceeded the acceptable period for consideration.

As the parties disagreed on the applicable law, the Panel first concluded that the dispute should be governed by the FIFA regulations and Swiss law.

The Panel then considered whether FIFA had jurisdiction over the dispute. It found that Article 22 RSTP conferred jurisdiction on FIFA for disputes relating to international football and that the contract expressly recognised

FIFA's jurisdiction, without prejudice to the possibility of recourse to the Seville labour courts.

In this regard, the Panel found that the jurisdiction was not invalidated just because the parties retained the option of referring a dispute to a national court, thereby confirming FIFA's jurisdiction. Additionally, when addressing the admissibility of the FIFA claim, the Panel found that there was no *"lis pendens"*, no violation of the "venire contra factum proprium" principle, and no unlawful *"forum shopping"*. The Panel stressed that bad faith was a crucial element in determining *"forum shopping"*.

In this context, the Panel found that the Player's actions were transparent and lacked the necessary bad faith, thus rejecting FIFA's view of forum shopping and confirming the admissibility of FIFA's claim.

Lastly, the Panel confirmed CAS' authority to review the case "de novo" and its power to issue a new decision or to refer the case back to the previous instance.

Having found it procedurally efficient to decide the dispute directly, the Panel considered whether Sevilla had just cause to terminate the contract. They analysed the notion of just cause under the RSTP and Swiss law and concluded that Sevilla had just cause to terminate the contract based on Gnagnon's persistent failure to comply with the optimal weight and repeated late arrivals despite disciplinary proceedings.

Consequently, they rejected the Player's claim regarding the timing of the termination, stating that it was within a reasonable period of reflection, and, as a result, the appeal was dismissed.

CAS 2022/A/9259 Alessandro Ferreira Leonardo v. Guangxi Pingguo Haliao FC & FIFA (Award 6 March 2024)

Mr Ferriera (the "Player"), a Brazilian who obtained Chinese nationality, entered an employment contract with the Club. Disputes arose regarding outstanding salaries and bonuses, ultimately resulting in the Player's decision to terminate his employment contract.

He then lodged a complaint before the DRC, but it was ruled that the dispute lacked an international dimension as both parties shared Chinese nationality, and therefore, FIFA's jurisdiction was not applicable.

The Player contested the DRC decision before CAS, arguing that FIFA had jurisdiction to hear the case under Article 22 RSTP. He asserted that the dispute had an international dimension due to his "Hong Kong" nationality and the employment-related conflict with the Club, a Chinese club. The Player emphasised that in football, the Hong Kong FA operates independently of the Chinese FA,

making him a Hong Kong national for football purposes. Furthermore, he highlighted the ambiguity in the interpretation of the "international dimension" and urged for a wide interpretation to encompass cases involving different football associations rather than civil nationalities.

The Panel addressed whether the term "international dimension" required parties from different states or if it encompasses situations where they belong to different member associations of FIFA.

By leaning towards a broad interpretation of the term, the Panel scrutinized previous FIFA and CAS decisions, noting inconsistencies but ultimately finding no clear precedent supporting either interpretation.

Additionally, the Panel examined considerations such as member association equality, eligibility rules, the definition of international matches, and the concept of sporting nationality. While acknowledging differing opinions, the Panel concluded that different sporting nationalities were sufficient to establish an international dimension, thereby establishing the DRC's jurisdiction over the dispute.

As a result, the appeal was upheld, and the case was referred back to FIFA for a decision on the merits.

CAS 2023/A/9957 Carlos Patrick Simeon v. Lynx Football Club Limited (Award 18 March 2024)

Mr Simeon (the "Player") terminated the employment contract unilaterally, citing various breaches by Lynx, including non-payment of salaries and abusive conduct. Subsequently, he filed a claim before the DRC, where it was ruled that FIFA lacked jurisdiction. The DRC highlighted that the dispute did not have an international dimension, as both parties shared British nationality due to the Club being based in Gibraltar, a British Overseas Territory.

As a consequence, the Player appealed before CAS, asserting that FIFA should have jurisdiction over the dispute as per the contract. He argued that rejecting FIFA's jurisdiction was unjustified, given that he holds both Seychelles and British nationalities, and the club is based in Gibraltar, which falls under a different football association. Furthermore, he claimed that he had suffered a denial of justice, as both the Gibraltar FA and FIFA had declined jurisdiction without any internal remedy options. The Player cited the RSTP, which allows termination with just cause, ultimately requesting compensation for outstanding salaries and termination of the contract.

In assessing FIFA's jurisdiction, the Sole Arbitrator noted that its jurisdiction in

employment-related disputes depends primarily on the player's nationality, as per Article 22 RSTP.

Since the dispute involved a club based in Gibraltar, he highlighted that the crucial issue was whether the Player was considered a foreign national under Gibraltar's jurisdiction.

The Sole Arbitrator determined that the Player's British nationality meant that he must be considered a "British citizen" to assess international dimension. Moreover, considering Gibraltar's status as a British Overseas Territory, the dispute did not meet the criteria for FIFA's jurisdiction due to the absence of an international dimension.

Additionally, the Sole Arbitrator clarified that CAS' review in the appeal was limited to the DRC's decision and could not extend to disputes originating from other bodies such as the Gibraltar FA.

As a result, the appeal was dismissed, and the appealed decision was confirmed.

CAS 2023/A/9990 FC Ballkani vs Leonit Abazi & FIFA (10 October 2024)

The club FC Ballkani (the "Club") filed an appeal against a DRC decision that condemned it to pay the player Leonit Abazi several amounts after he terminated their employment relationship with just cause. In particular, FC Ballkani had to pay EUR 68,000 as outstanding remuneration, EUR 14,572.52 as reimbursement for medical expenses and EUR 143,000 as compensation for breach of contract.

The first issue analyzed by the Sole Arbitrator was whether the dispute had an international dimension and, therefore, if FIFA had jurisdiction to hear the dispute. In specific, the Kosovar club alleged that the player was Kosovar and that he hid this information from the club.

The Sole Arbitrator analyzed that, in general, the nationality under which a player signs an employment contract and registers with a club is crucial in determining if the player is considered a foreigner in the country and if the dispute has an international dimension. In this case, the Sole Arbitrator noted that the player signed the contract as an Albanian national and was registered with the Kosovo FA as Albanian. Therefore, the Sole Arbitrator agreed with FIFA that the DRC had jurisdiction to solve the matter.

Furthermore, the Sole Arbitrator agreed that, at the time of the termination, the club owed him significant unpaid amounts. Moreover, CAS also confirmed that the Player put the Club in default, giving it a deadline to comply with financial obligations in accordance with the RSTP. Therefore, the Player had just cause to terminate the contract.

With regards to the payment amounts, the Sole Arbitrator confirmed that the Club had to pay his outstanding salary and compensation for breach of contract (i.e., the residual value of the contract). However, the initial amount covering the medical expenses (EUR 14,572.52) was reduced to EUR 10,000 since it was the maximum amount covered by the insurance established in the contract.

CAS 2023/A/9955 FC Zenit v. Solovev Nikolai, OFK Grbalj & FIFA (Award 6 May 2024)

This case revolved around an employment dispute due to Mr Solovev's (the "Player") termination and subsequent engagement with OFK.

FC Zenit first claimed that the Player breached the contract by leaving for Serbia without authorization, leading to termination notices sent to him. The Player, citing exclusion from the team, terminated the contract, with FC Zenit also terminating it and claiming compensation from Mr Solovev, who entered into a new employment contract with OFK.

In this context, FC Zenit filed a claim with the DRC. However, the DRC determined it lacked jurisdiction due to the dispute's lack of international

dimension, as both parties shared the same nationality, and the conflict with OFK arose after the initial contract termination, not directly related to it.

Before CAS, FC Zenit claimed the international dimension of the dispute and sought compensation for the unilateral termination of the employment contract by the Player.

The Panel based its analysis on determining whether the DRC had jurisdiction to hear the dispute under Article 22 RSTP. In this regard the Panel interpreted Article 22 RSTP broadly, considering the consequences of the ITC issuance. They concluded that the involvement of a new club affiliated with a different national football association established the international nature of the dispute.

Therefore, the Panel agreed with FC Zenit that the claim met the international dimension requirement, especially as OFK had assumed joint and several liability by signing Mr Solovev.

Consequently, the Panel, citing Article R57 CAS Code, asserted CAS' authority to conduct a comprehensive review of both facts and law, not limited to mere validation of the appealed decision. They noted that the DRC's analysis primarily focused on establishing jurisdiction rather than delving into the substantive aspects of the claim, neglecting to address the joint and several liabilities of OFK.

Therefore, the Panel concluded that FIFA should adjudicate the claim at first instance to ensure coherence and uniformity in its decisions, thereby referring the case back to DRC for a review on the merits.

As a result, the appeal was upheld, and the dispute was referred back to FIFA.

Other cases related to FIFA jurisdiction:

CAS 2022/A/8967 Red Bull New York, Inc. v. Alejandro Sebastián Romero Gamarra, Al- Taawoun Football Club & FIFA

CAS 2023/A/9795 Grupo Desportivo de Chaves v. Kevin Lenini Gonçalves Pereira de Pina & FIFA

CAS 2023/A/9712 João Tiago Conde Rodrigues Santo v. FIFA

TAS 2023/A/9819 Tigres de la UANL c. Florian Thauvin & FIFA

CAS 2023/A/9923 Mezőkövesd Zsóry FC v. Matija Katanec & FIFA

CAS 2023/A/9948 and 10080 Lechia Gdansk S.A. v. Ilkay Durmus & Gornik Leczna S.A. & FIFA

CAS 2023/A/10123 Anorthosis Famagusta FC v. Samuel Mraz

iv. *Lis pendens* and *res judicata*

CAS 2022/A/8967 Red Bull New York, Inc. v. Alejandro Sebastián Romero Gamarra, Al- Taawoun Football Club & FIFA (Award 5 April 2023)

Initially, Mr Romero Gamarra (the "Player") and Major League Soccer (MLS) concluded a Standard Player Agreement, which provided that MLS had the right to automatically renew the Player's contract upon written notice and that any dispute would be resolved

exclusively by national arbitration (the MLS Contract). Following the signing of the contract, the Player started playing for Red Bull.

The dispute arose when the Player signed a new contract with the Saudi Arabian club Al-Taawnon, despite Red Bull claiming to have validly exercised the option to extend the contract, prompting MLS to take legal action.

An independent arbitrator in USA found that the Player breached his contract with MLS by signing with Al-Taawoun, leading to an order prohibiting him from playing for any MLS team (the DAS Decision).

Red Bull then filed a claim with FIFA against the Player and Al-Taawoun, alleging that the Player had terminated his contract without just cause and seeking compensation and the imposition of sporting sanctions against both the Player and the Saudi club.

However, the DRC determined it was prevented from hearing the case due to the DAS Decision, which had already addressed the same dispute. Additionally, the DRC noted inconsistencies in Red Bull's procedural strategy, including "forum shopping". Consequently, FIFA deemed the claim inadmissible.

Red Bull filed an appeal before CAS, claiming the Player's unilateral termination of the MLS Contract without just cause, and the joint liability of Al-Taawoun. The club claimed that DRC exceeded its powers by dismissing the claim and that there was no breach to the *"res judicata"* principle. On the other hand, the Player and Al-Taawoun argued that the claim was already decided via the DAS Decision and that Red Bull's choice of forum bound them, excluding claims before the FIFA.

In the same way, FIFA cited the principle of *"res judicata"* and Red Bull's breach of contractual agreements to resolve disputes exclusively through national arbitration. Additionally, FIFA asserted that Red Bull's behaviour constituted *"forum shopping"* and contradicted the principle of *"electa una via, non datur recursus ad alteram."*

The Panel addressed the issue of *"res judicata"* in terms of admissibility, acknowledging the binding effect of the DAS Decision. In this regard, it emphasised the need to examine the potential *"res judicata"* effect separately for each Respondent involved, noting that the conditions for *"res judicata"* entail a triple identity test regarding the subject, legal grounds, and parties.

Therefore, the Panel found that Red Bull's claim before FIFA did not meet the triple identity test with regard to the Player's termination and subsequent financial compensation. Similarly, they found that the claim against Al-Taawoun did not satisfy this triple identity test as the club was not a party to the previous proceedings and no financial claim was made against it. Consequently, the Panel concluded that the appeal was admissible.

In this context, the Panel examined whether the DRC had jurisdiction to solve the dispute and found that, in the Player's contract, Red Bull and the Player had expressly waived their rights to bring disputes before FIFA.

Additionally, the Panel dismissed arguments related to procedural violations, emphasising that any such violation could be addressed through CAS' de novo power of review.

Concerning the claim against Al-Taawoun, the Panel noted that, according to Article 22 RSTP, FIFA has jurisdiction over employment-related disputes unless the parties have explicitly opted out. Furthermore, they determined that while the Player was not directly involved in this dispute, the claim against Al-Taawoun stemmed from Red Bull's dispute with the Player, making it an extension of the original issue.

In this context, the Panel highlighted that, despite the existence of a dispute resolution clause in the MLS contract, this clause did not automatically exclude FIFA's jurisdiction over claims involving Al-Taawoun. They asserted that FIFA retained jurisdiction over disputes related to claims against a player's new club, especially if it pertained to the player's actions.

Therefore, the Panel concluded that the DRC's decision to declare Red Bull's claim against Al-Taawoun inadmissible was erroneous.

As a result, the appeal was partially upheld and Red Bull's claim against Al-Taawoun was referred back to FIFA for a decision.

CAS 2023/A/9851 Nikola Djurdjic vs Chengdu Rongcheng (Award 23 September 2024)

The player, Nikola Djurdjic (the "Player"), filed a (counter)claim against the Club before the DRC requesting the residual value of the Contract due to the early termination of their employment relationship. The DRC awarded these amounts to the Player. However, the Player appealed this first DRC decision to CAS, requesting additional monies under an Image Rights Agreement (IRA). In this first appeal, CAS rejected the IRA amounts because there was no arbitration agreement between the parties in the relevant contract (the "First Award 8621").

Following this result, the Player filed a second claim before the DRC, requesting the IRA amounts and some outstanding salaries. However, the DRC decided that the claim was inadmissible since the Player had already claimed the same amounts in front of CAS. Therefore, the DRC could not entertain them for reasons of *res judicata* and because CAS is the appeal body of FIFA.

The Player appealed this second DRC decision. In the corresponding award, the Sole Arbitrator addressed the issue of *res judicata* under the

admissibility section. In particular, he analyzed whether the Player's claim for outstanding salaries had already been addressed in the First Award 8621 and found that, in the first DRC proceedings, the Appellant only claimed the "residual value" of the contract and not the outstanding salaries. Furthermore, he also considered that the IRA could, in principle, be reviewed by the DRC since the matter had international dimension, even though the agreement did not have a jurisdiction clause.

Given that none of the Player's claims were entertained by FIFA in the second DRC Decision, the Sole Arbitrator found that the appeal must be referred back to the DRC, which would then decide the case de novo, including the question of whether FIFA has jurisdiction to adjudicate any claim based on the IRA.

CAS 2023/A/10225 Jeunesse Sportive de Kabylie vs Semir Smajlagic (Award 24 October 2024)

According to the Appellant, since the NDRC in Algeria had already rendered a decision, the claim filed by Mr Smajlagic (the "Player) before the DRC was inadmissible under the principle of *res judicata*.

The Sole Arbitrator emphasized that the *res judicata* principle is only applicable if the first deciding body (*in casu*, the NDRC) met the minimum procedural requirements (CAS 2012/A/2899). In this sense, the Sole Arbitrator noted that, as per the FIFA Circular no. 1010 and the NDRC Regulations, the minimum procedural requirements are the following: the principle of parity when constituting the arbitration tribunal, the right to an independent and impartial tribunal, the principle of a fair hearing, the right to contentious proceedings, and the principle of equal treatment.

With respect to the principle of parity, the Sole Arbitrator observed that the Appellant failed to demonstrate that the conditions of Article 3(1) NDRC Regulations were met during the proceedings before the NDRC.

Therefore, the *res judicata* principle was not applicable, and the DRC had jurisdiction to hear the Player's claim.

As to the merits of the dispute, the Sole Arbitrator confirmed that the Player had just cause to terminate the employment relationship as per the provisions of Article 14bis RSTP. In this respect, the Sole Arbitrator underlined that Article 14bis RSTP establishes that a contract can be terminated with just cause if: (i) the club unlawfully failed to pay a player at least two monthly salaries on their due dates; and (ii) the player put the club in default in writing and granted a 15-day deadline for the debtor to fully comply with its financial obligations.

With respect to the outstanding salaries, the Sole Arbitrator observed that the Appellant admitted being late in paying the salary of June 2023.

The key question was whether the salary for July 2023 was due at the time of the default notice, i.e., on 1 August 2023. To determine the due date of the salary, the Sole Arbitrator considered the following:

- As per Article 4 of the Employment Contract, the Club *"shall pay the Player a monthly salary"*.
- DRC case law provides that *"in the absence of a clear contractual clause with respect to the due date of payment, in line with the jurisprudence of the Dispute Resolution Chamber, the DRC judge considered that the due date of payment of the Claimant's salary was on the last day of the month during which the Claimant rendered his services"*.
- Article 323(1) Swiss Code of Obligations ("SCO") states: *"unless shorter periods or other payment terms have been agreed or are customary and unless otherwise provided by standard employment contract or collective employment contract, the salary is paid to the employee at the end of each month"*.

In light of the above, the last day to pay the salary for July 2023 was 31 July 2023.

As to the Appellant's alleged *"customary"* practice of paying its employees *"within the first fortnight (between the 10th and the 15th of the following month"*, the Sole Arbitrator underlined that, as per Swiss case law, *"even if the Appellant had proven that the Player had accepted to be paid within the first fortnight of the following month, such agreement would not be admissible. In the absence of a relevant contractual clause or specific applicable provision under the FIFA regulations or Swiss law"*. In this regard, the Sole Arbitrator held that according to Swiss case law, *"an agreed or customary monthly payment term for work performed during a calendar month must precede the last day of that month; it cannot validly be set for the 15th of the following month"* (SFT 4A_192/2008).

Therefore, the Appellant was late in paying at least 2 monthly salaries at the time of the default notice. Since the Appellant's account was debited only on 19 August 2023, i.e., after the 15-day deadline granted by the default notice of 1 August 2023, the last condition of Article 14bis RSTP was met.

Having concluded that the Player had just cause to terminate the contract, the Sole Arbitrator then proceeded to establish the amount of compensation due by the Club as per Article 17(1) RSTP.

The Player was entitled to DZD 55'212'401.99 as "mitigated compensation" (the residual value of the contract minus the value of his new contract), with 5% interest ***p.a.*** as of 17 August 2023.

Accordingly, the Appellant's appeal was partially upheld, and the Appealed Decision was partially confirmed.

v. Validity of a contract or clause

CAS 2024/A/10289 Hajer FC v. Rodion Gacanin (24 September 2024)

The club Hajar FC (the "Club") filed an appeal against a PSC decision that condemned it to pay the coach Rodion Gacanin (the "Coach"), several amounts after the Club terminated their employment relationship. The PSC found that the compensation for breach of contract could not be calculated in accordance with Clause 7 of their Agreement because there was a lack of reciprocity and proportionality.

At the CAS instance, the Club argued that (i) the termination of the Agreement was mutually agreed upon and, in any case, (ii) Clause 7 was fair and reciprocal.

The Sole Arbitrator first pointed out that the Appellant did not prove that it paid the outstanding amounts to the Coach. Therefore, these were deemed to be due to the Coach by the Club.

Regarding the termination of the Agreement, the Sole Arbitrator noted that the Appealed Decision was correct since the Club failed to substantiate and prove the existence of a mutual agreement between the Parties to terminate their relationship. Furthermore, the poor performance or poor results of a team cannot justify a termination with just cause in this case.

Lastly, with respect to the compensation, the Sole Arbitrator disagreed with the Appealed Decision on Clause 7 of the Agreement. He considered that Clause 7 was reciprocal, as it applied equally to both parties with the same compensation amount (USD 24,000) if either party terminated the contract. The Sole Arbitrator also believed the clause was proportionate, considering the Parties' negotiation and agreement on its fairness. The Coach did not prove any coercion or imbalance in bargaining power. The compensation, equivalent to two months' salary, was deemed fair in this context.

In sum, the appeal was partially upheld with respect to the compensation for breach of contract.

CAS 2023/A/10036 Juan Danilo Santacruz González c. CA Rosario Central (Award 24 September 2024)

The player Mr Juan Danilo Santacruz (the "Player") filed an appeal against a DRC Decision which condemned him to pay CA Rosario Central (the "Club") several amounts for the breach of contract without just cause and found that the Colombian club Corporación Social y Cultural de Pereira was jointly liable.

At the CAS instance, the Sole Arbitrator first assessed whether he could admit a phone conversation held between the player, the Vice President of the Club, and another third party without

the latter's permission. In this regard, the Sole Arbitrator accepted the recording given (i) the fact that there was no sensitive information about the persons involved or the Club; (ii) that the recording was not obtained through illegitimate means; and (iii) the audio was relevant to the proceedings.

Furthermore, the Sole Arbitrator analyzed the concept of just cause and the reasons invoked by the Player to rescind the employment relationship.

In particular, the Player alleged that (i) the disputed offer was not signed by the Club's president, and (ii) the Club did not comply with the agreements of the offer because not all amounts were reflected in the Federative Contract.

After reviewing the CAS Jurisprudence and Swiss Law, the Sole Arbitrator concluded that the Offer had all the elements of *essentialia negotii* despite the lack of a signature on the Offer, especially when the Federative Contract was signed between the Parties.

Furthermore, the Sole Arbitrator confirmed that even though the Federative Contract did not reflect the sign-on bonus established in the offer, the Player was at all times advised by a lawyer. Therefore, he should have known that by signing the Federative Contract, his employment relationship was formalized in the terms established therein.

Given that the reasons invoked by the Appellant were not considered just cause for terminating the Contract, he was deemed to have breached the contract.

Regarding the compensation amount, the Sole Arbitrator determined that the basis for calculating the compensation amount owed to the Club due to the Player's unilateral breach of the agreement was the "player's remuneration". This figure represented the difference between the amounts owed under the Federative Contract and the contract with Corporación Social y Cultural de Pereira for the remaining time of the former.

The Sole Arbitrator also considered that the manner and timing of the economic proposal made by the Rosario Central to the Player partly explained the Player's behavior. This justified a 50% reduction in the compensation amount.

Therefore, the Appealed Decision was partially confirmed.

CAS 2023/A/9930 Pedro Igor Martins da Silva vs Rigas Futbola Skola (10 October 2024)

In February 2023, the Latvian club Rigas Futbola Skola (the "Club") expressed its interest in the Brazilian player Pedro Igor Martins da Silva (the "Player") to Floresta EC through a Letter of Interest. The Player participated in Riga's training camp in Turkey, and following this, the Parties had different views regarding the events that led the Player to travel to Brazil.

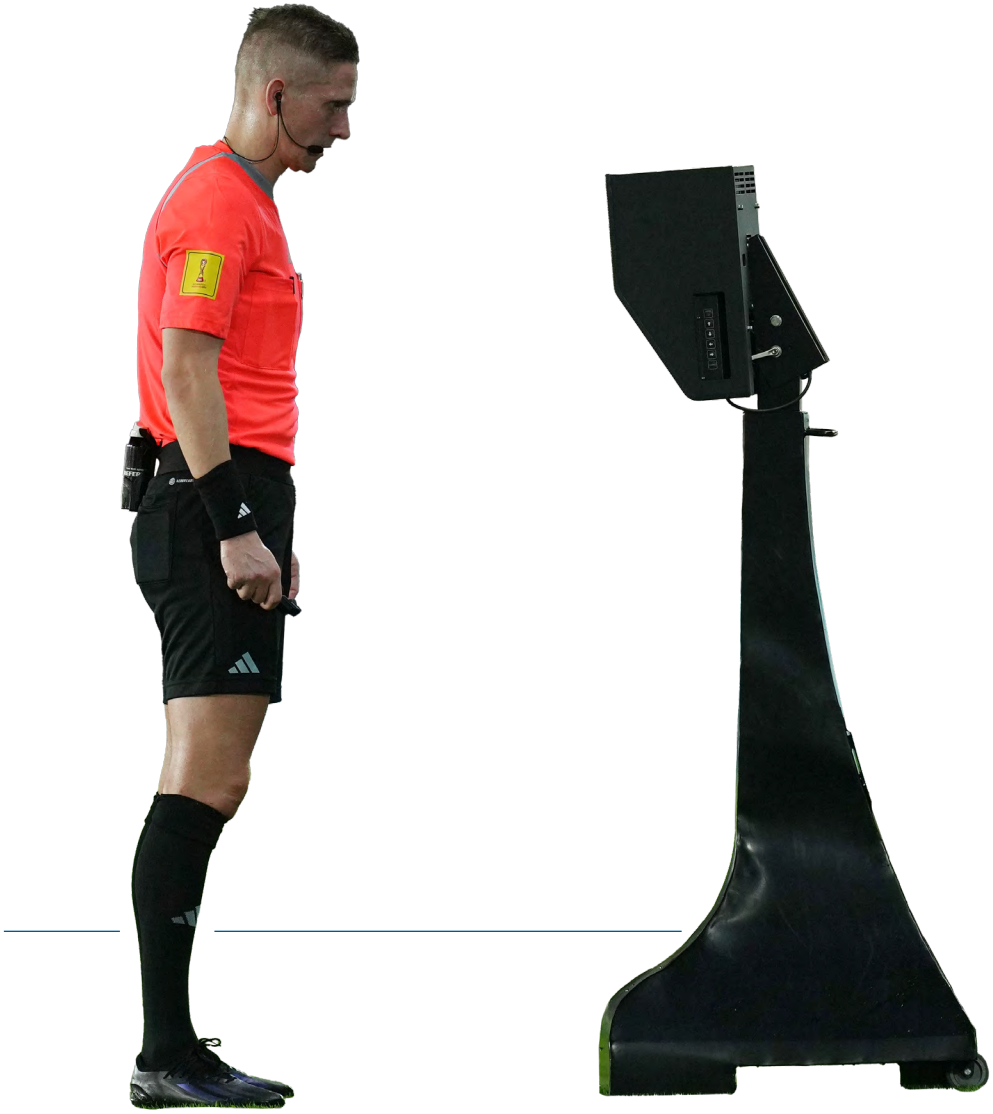
The Player claimed he travelled to Riga but was denied entry due to a lack of a visa. He was informed by another player at the Club that staff had advised him to return to Brazil because he could not play without the necessary permissions. Conversely, the Club asserted that the Player chose not to accept the employment offer due to unhappiness and homesickness, deciding instead to return to Brazil and continue playing for Floresta EC.

Both the Player and the Club filed claims before FIFA, alleging the breach of the Letter of Interest.

The DRC rejected both claims, considering that the Letter of Interest was never intended to be a binding contract.

The Player appealed before CAS.

As a preliminary matter, the Sole Arbitrator addressed the Respondent's objection to the admissibility of the Appeal, as the Player filed two documents within the time limit for the filing of the Appeal: one document named "Statement of Appeal" and another called "Appeal CAS."



The Sole Arbitrator determined that the Code allows for the appeal brief to be filed together with the statement of appeal. Although the Appellant did not request that the Statement of Appeal be considered as the Appeal Brief, the Sole Arbitrator found that "Appeal CAS" met the requirements of Article R51 of the Code.

On the merits, the Sole Arbitrator determined that the Player had to prove the existence of a binding employment relationship with the Club. Although the Player participated in the training camp in Turkey, this alone did not establish a valid contract. Moreover, the Letter of Interest, signed by the Club's sporting director, was not returned with the Player's signature, and no evidence was provided to confirm its return.

The Sole Arbitrator further concluded that the Letter of Interest was an offer, not a binding agreement, contingent on the Club reaching a transfer agreement with Floresta EC, which did not occur.

Given the above, the Sole Arbitrator dismissed the appeal.

CAS 2023/A/10092 Al-Bataeh Football Co. LLC. v. Mr. Artur Jorge Marques Amorim (Award 9 September 2024)

This case concerned the question of whether a valid and binding employment contract was established between the club Al-Bataeh FC (the "Club") and the player Mr Marques Amorim (the "Player"), and if so, whether it was breached by the Club's refusal to acknowledge its existence due to the lack of signatures from both parties.

The Player claimed that both parties reached an agreement on all essential terms and the Club's CEO acted as its representative. On the other hand, the Club denied any agreement, emphasizing that the Contract was never signed, and therefore, there was no valid Contract in the light of FIFA regulations and Swiss law.

In this regard, the Sole Arbitrator analyzed the CAS jurisprudence and concluded, as a general rule, that an employment Contract to be considered valid, needs the signature of both parties. However, the Sole Arbitrator agreed with some FIFA's jurisprudence that established *"that a signature of both parties is not a prerequisite for a binding Contract under all circumstances. Instead, if one of the parties to the Contract did not sign the Contract but expressed its consent to be bound to the Contract by other means, this can also constitute a binding expression of intent"*.

In the case at hand, and after the assessment of the several evidence submitted by the Player, the Sole Arbitrator concluded that the Club's CEO, expressed through his numerous exchanges of communications with the Player's agent, the Club's intention to be bound by the Contract.

Additionally, the Sole Arbitrator analyzed whether the CEO had the authority to act on the Club's behalf. In this sense, based on the "estoppel" principle, he determined that the Club was bound by the CEO's actions,

as the Player had reasonably relied on the CEO's apparent authority.

Finally, the Sole Arbitrator concluded that the Player was entitled to compensation under Article 17(1) FIFA RSTP).

Consequently, the appeal was dismissed, and the decision of the DRC was confirmed.

CAS 2023/A/10162 Matheus Leite Nascimento v. Zhejiang Professional FC (10 October 2024)

The player Mr Leite Nascimento (the "Player") and the club Zhejiang Professional FC (the "Club") signed an employment contract in which the latter undertook to pay the former a bonus of EUR 100,000 net if the Club finished within the top six in the Chinese Super League and if the Player participated in more than 70% of the matches.

During the 2022 season, the Player played in 23 out of 34 matches. The Club was awarded a win and three points for a match that was not played. Based on these facts, the Parties disagreed on whether this unplayed match should count towards the Player's participation threshold for the bonus.

The Player filed a claim before the DRC requesting the payment of the bonus of EUR 100,000 and an additional amount of EUR 70,000 as the Club finished in 3rd place. The Player's claim was rejected by the DRC.

Given the outcome, the Player appealed the DRC decision before CAS.

At this instance, the Sole Arbitrator noted that it was undisputed that the Player "participated" in 23 out of 34 matches (67.65%). Regarding the unplayed match, the Sole Arbitrator considered that the Contract was clear and unequivocal, and given that the Player did not participate in that game, as defined in the Contract, the bonus could not be granted.

As for the additional amount of EUR 70,000, the Player argued that a Club's representative promised this amount if the Club finished at least third in the league. However, the Sole Arbitrator found no such obligation in the Contract, and the Player did not provide sufficient evidence to prove that this amount was due from the Club.

Based on the above, the Player's appeal was dismissed.

Other cases related to the validity of the contract or a clause:

CAS 2021/A/8365 Torino Football Club S.p.A. v. Club Atlético Osasuna

CAS 2023/A/9574 Davidson Da Luz Pereira v. Alanyaspor Kulübü Derneği

TAS 2023/A/9819 Tigres de la UANL c. Florian Thauvin & FIFA

CAS 2023/A/9574 Davidson Da Luz Pereira v. Alanyaspor Kulübü Derneği

CAS 2020/A/7056 Jonathan Boareto dos Reis v. Al Gharafa SC

vi. Mutual termination of Employment Contract

CAS 2023/A/9574 Davidson Da Luz Pereira v. Alanyaspor Kulübü Derneği (Award 26 January 2023)

The present dispute centred on outstanding salaries owed to the player Mr Da Luz Pereira (the "Player") by Alanyaspor KD (the "Club") and the validity of a Termination Agreement.

Initially, the parties entered into an employment contract, but disputes arose over the Club's failure to pay the Player's salaries for April and May. Despite subsequent payments, the outstanding salary for October and November remained unpaid.

Following this, the Player signed a new contract with Wuhan Three Town ("Wuhan"), and subsequently, the Club, the Player, and Wuhan entered into a transfer agreement. As part of this arrangement, they also agreed to terminate the employment contract through a Termination Agreement, in which the Player waived the amounts owed to him by the Club. Additionally, the Termination Agreement stipulated that, as the early termination was at the Player's request, he should pay compensation.

Subsequently, the Club sent a notice of default to the Player and filed a claim for payment with the DRC, which partially upheld the claim and ordered the Player to pay the compensation owed plus interest.

Before CAS, the Player contested the validity of the Termination Agreement under Swiss law. He argued that the Club's consistent failure to meet its financial obligations had placed him in a precarious financial situation, forcing him to reluctantly sign the Termination Agreement due to time pressure and lack of legal knowledge of its consequences. Furthermore, he contended that the agreement constituted an unfair advantage and an abuse of rights, citing various articles of the SCO. The Club, however, maintained the validity of the agreement and argued that the Player's later assertion of its nullity was abusive.

The Sole Arbitrator first examined the validity of the Termination Agreement, emphasizing the mandatory nature of Article 341 SCO, which aims to protect the rights of the employee. He noted a significant disparity between the Player's entitlement to outstanding salaries and the Club's claim for compensation, concluding that the Termination Agreement lacked reciprocity and was thus null and void. Regarding the Club's claim, the Sole Arbitrator emphasized that bad faith requires special circumstances, finding no such circumstances in the present dispute. Consequently, he declared the Termination Agreement null and void under Article 62 of the SCO, resulting in the retroactive revocation of the

Player's waiver and obliging the Club to pay the outstanding salary owed to him plus interest.

Additionally, the first payment made by the Player under the Termination Agreement was declared null and void and had to be reimbursed.

As a result, the appeal was upheld, and the contested decision was set aside.

TAS 2023/A/9693 Club Cerro Porteño c. Mateos Gonçalves Martins (Award 27 June 2024)

The case of club Cerro Porteño (the "Club") and Mr Gonçalves Martins (the "Player") centred on the Club's failure to pay an agreed amount under a Termination Agreement.

Initially, the parties entered into a contract, which they mutually agreed to terminate early, with the Club agreeing to pay the Player a final sum in three instalments.

After the Club failed to pay the agreed amount, the Player took the matter to the DRC, which ruled in his favour, ordering the Club to pay the outstanding amount plus interests and a penalty.

Before CAS, the Club stated that after a doping violation, the Player was suspended, but the contract was extended. However, due to unauthorised media statements by the Player, the relationship ended with a mutual Termination Agreement.

The Club claimed to have paid the first two instalments but withheld the third due to the unresolved issue of a stolen vehicle, invoking *"exceptio non adimpleti contractus"*.

The Sole Arbitrator noted that the Club initially claimed the first instalment was paid upon signing the Termination Agreement, serving as a receipt and proof of payment. Despite no evidence of this payment being provided in the records, the Sole Arbitrator acknowledged that, during the hearing, the Club's legal representative admitted that a recent review revealed the first instalment had not been paid.

Consequently, based on the legal principle that an admission by a party negates the need for proof, the Sole Arbitrator concluded that it was unnecessary to examine further documentation or arguments. Thus, he determined that the Club still owed the Player the first instalment.

Regarding the third instalment, the Club contended it was contingent upon the Player returning a vehicle provided by the Club, which had been stolen and later found in poor condition in Brazil.

However, the Sole Arbitrator determined that the third instalment was indeed due, as the Club's failure to pay the first instalment rendered all subsequent payments automatically due under the Termination Agreement.

As a result, the appeal was dismissed, and the appealed decision was confirmed.

CAS 2020/A/7056 Jonathan Boareto dos Reis v. Al Gharafa SC (Award 19 December 2024)

This case relates to an employment-related dispute, in which the Brazilian football player Mr. Jonathan Boareto dos Reis (the "Player") and the Qatari football club Al Gharafa SC (the "Club") entered into a first employment contract (the "First Contract") which was subsequently terminated ("Termination Contract") shortly before signing a new employment agreement (the "Second Contract"), which was later terminated by means of a settlement agreement (the "Settlement Agreement").

Before FIFA and CAS, the Player essentially challenged the validity of the Termination Agreement, the Second Contract and the Settlement Agreement, arguing that the First Contract was the only truly valid and binding agreement between the Parties and the one on which he sustained his claims for outstanding remuneration and compensation against the Club.

In essence, the Player held that he shall not be bound by the Termination Agreement and the Second Contract because he had entered into them under duress. Concerning the Settlement Agreement, the Player submitted that such agreement was not valid due to unfair advantage.

In this respect, the Sole Arbitrator took note that the Settlement Agreement was the last contract signed by the Parties, in which they had agreed that it would replace all the previous agreements between them. Therefore, if the Settlement Agreement was considered valid, the rest of the agreements would become irrelevant for the resolution of the appeal.

Then, the Sole Arbitrator analysed the Settlement Agreement by examining whether there existed an unfair advantage as per Article 21 SCO. In this sense, the Sole Arbitrator highlighted that, for the consequences of Article 21 SCO to apply, (i) the injured party must have been in straitened circumstances when concluding the contract; (ii) the party entitled to benefit from the contract must have exploited the other's vulnerability; and (iii) a clear disparity between performance and consideration is required.

After assessing the evidence of the file, the Sole Arbitrator was sufficiently satisfied that the Player was objectively in a difficult personal and professional situation at the time of signing the Settlement Agreement and thus concluded he was in straitened circumstances at the time of signing the Settlement Agreement.

However, the Sole Arbitrator further considered that, without evidence from the Player that credibly proved otherwise, he was satisfied that the Settlement Agreement was not a product of the Club exploiting the Player's straitened circumstances (the second substantive requirement for the application of Article 21 SCO). The Sole Arbitrator highlighted that (i) it seemed that the Settlement Agreement had been concluded on initiative of the

Player and (ii) following its conclusion, the Player did not complain or present any indication that his personal circumstances had been exploited but, contrarily, inquired about the remaining payment due to him under the Settlement Agreement.

Consequently, the Sole Arbitrator shared the view of FIFA that the Settlement Agreement was valid and dismissed the appeal filed by the Player, confirming FIFA's decision that only the outstanding second instalment of EUR 50,000 stipulated therein shall be paid by the Club to the Player.

Other similar cases or related to mutual termination of contract:

TAS 2023/A/10236 Federación Venezolana de Fútbol c. José Néstor Pekerman

CAS 2023/A/10071 Anorthosis Famagusta FC v. Francisco Javier Muñoz Llompart

CAS 2022/A/9311 Shanghai Shenhua FC v. Fidel Martínez

vii. Early termination of Employment Contracts (with or without just cause)

CAS 2021/A/8268 Jaime Moreira Pacheco vs El Zamalek Sporting Club (Award 31 October 2024)

This Award firstly revolves around whether El Zamalek SC (the "Club") terminated the Employment Contract unilaterally and without just cause with the coach Mr Moreira Pacheco (the "Coach"). Since Zamalek merely invoked the club's internal struggles and organizational reforms, the CAS Panel agreed with the PSC's conclusion that the Club had not satisfied its burden to prove just cause for terminating the Employment Contract with the Coach. Thus, the Coach was entitled to compensation for the Club's termination without just cause.

The Panel then analysed whether the Appellant was entitled to compensation under Article 5 of the Employment Contract or pursuant to Article 337(c)(I) SCO. It determined that compensation was due under Article 337c para. 1 SCO, rather than Article 5 of the Employment Contract, based on the following reasoning:

First, the primacy of SCO mandatory provisions applied. Article 337c para. 1 SCO mandates compensation equivalent to the residual value of the contract in cases of unjustified termination by the employer. Articles 341 para. 1 and 362 SCO establish that employees cannot waive claims under mandatory provisions, rendering Article 5 of the Employment Contract invalid as it derogates to the employee's detriment.

Second, Article 5 of the Employment Contract was deemed invalid because it limited compensation to EUR 204,000, approximately two months' salary, which is significantly less than the residual value required under Article 337c SCO. This clause restricted the Appellant's rights under mandatory labour protections.

Third, regarding mitigation of damages, the Appellant was unable to effectively mitigate due to the mid-season termination and lack of comparable opportunities. The Panel found no bad faith on the Appellant's part in seeking alternative employment.

Finally, compensation was calculated as the residual value of the contract (EUR 469,200), reflecting the fixed remuneration for the remaining contract duration. Interest of 5% *per annum* from the date of termination (12 March 2021) applied. The PSC's initial award for outstanding remuneration (EUR 244,800) was undisputed and had to stand.

The Appellant also claimed entitlement to bonuses for achieving specific sporting objectives under Article 6.2 of the Employment Contract. Bonuses for matches played on 19 January, 28 January, 7 February, 17 February, and 11 March, 2021, were excluded from the dispute, as both parties agreed they were due and outstanding.

Regarding bonuses for future achievements, the Appellant argued that his dismissal prevented the fulfilment of conditions for additional bonuses under Swiss law, specifically Article 156 SCO, which applies when a condition is obstructed by one party in bad faith. However, the Panel found no solid evidence of bad faith by the Club.

The Panel awarded the Appellant 50% of the agreed bonus for winning the Egyptian league (EUR 102,000), given his contributions prior to the termination.

Accordingly, the Appellant's appeal was partially upheld, and the Appealed Decision was partially confirmed.

CAS 2023/A/9645 AEL Limassol FC vs Eduardo Nuno Braz Marques (Award 29 January 2024)

The case of AEL Limassol FC (the "Club") v Eduardo Nuno Braz Marques (the "Assistant Coach") concerned the termination of the Head Coach's contract by the Club and the consequences thereof.

After a match, the Head Coach was involved in an altercation with a player of the opposing team. As a result, the Club issued a disciplinary decision finding the Head Coach's behaviour to be gross misconduct and terminating his contract.

Consequently, the Assistant Coach claimed that the Club had also terminated his contract without just cause. However, the Club claimed that the Assistant Coach had left without notice and that the contract had been terminated without just cause by him.

As a result, the Assistant Coach lodged a complaint with the PSC claiming that the Club's termination of the Head Coach's employment automatically terminated his contract without just cause. The PSC agreed with the Assistant Coach and awarded him outstanding salary and compensation for the Club's breach.

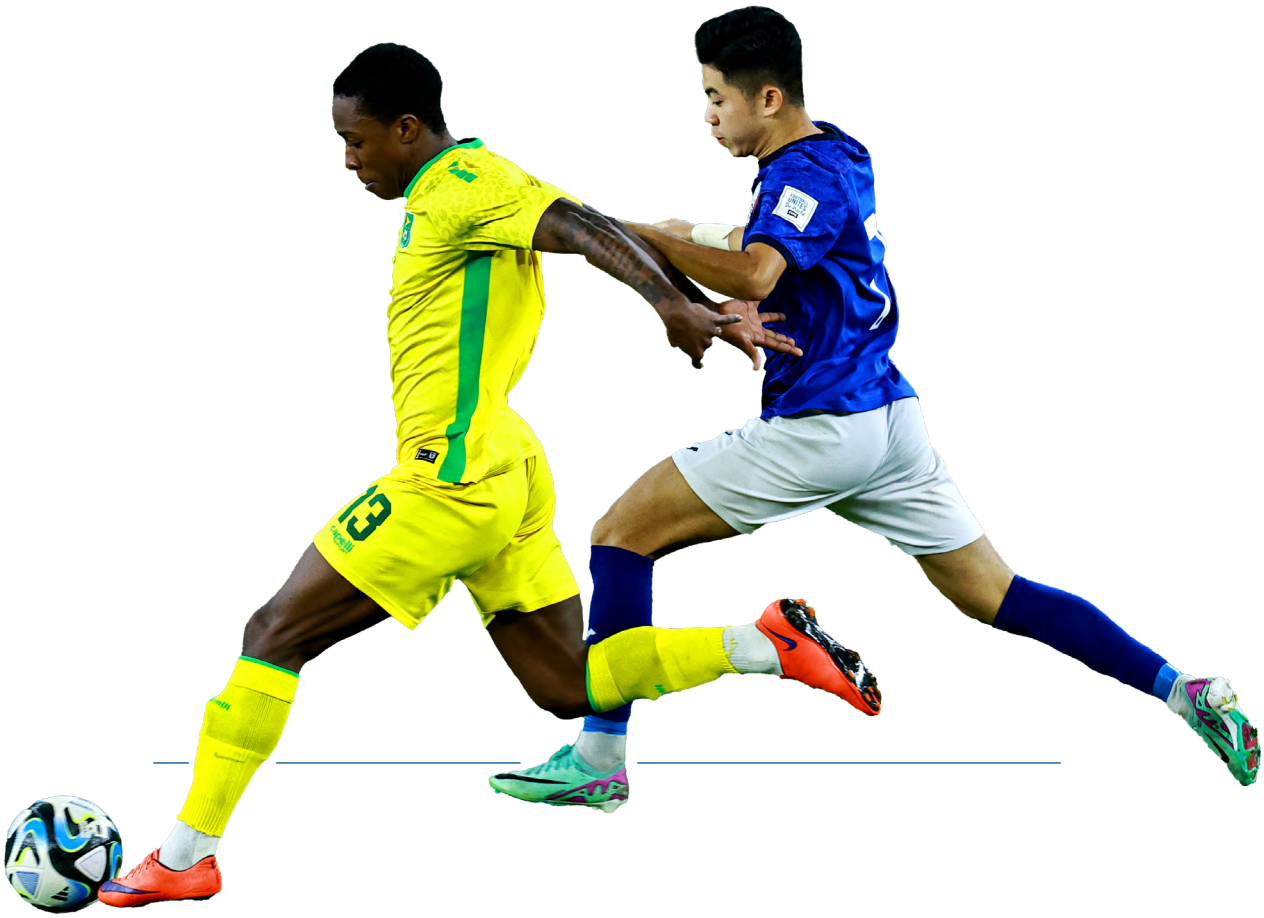
The Club challenged the PSC's decision before CAS, arguing that clause 2.5

of the contract, which allowed the Assistant Coach to terminate the contract unilaterally, was invalid. It emphasised the separation between the Head Coach's and the Assistant Coach's contracts and argued that the termination of the former's contract should not affect the latter.

The Club argued that the Assistant Coach had terminated the contract without just cause and claimed compensation for the remaining value of the Contract. In addition, the Club claimed that the Assistant Coach had failed to mitigate damages by not securing an employment since the termination of the contract and sought a 30% reduction in any potential compensation.

With regard to clause 2.5 of the contract, the Sole Arbitrator found it to be valid, emphasizing its clear content and the logical connection between the Head Coach and his assistants. In this regard, the Sole Arbitrator found that, by unilaterally terminating the Head Coach's contract, the Club triggered the condition subsequent in clause 2.5, which led to the automatic termination of the Assistant Coach's contract. In addition, the Sole Arbitrator concluded, given the undisputed termination of the Head Coach's contract without just cause, that the Club did not have just cause to terminate the Assistant Coach's contract.

The Sole Arbitrator then considered the validity of clause 2.4 of the



Assistant Coach's contract. He concluded that this clause violated Article 337c(1) SCO and the principle of contractual stability. Consequently, he emphasised the undermining of contractual stability, as the clause allowed unilateral terminations without adequate compensation, contrary to the objectives of Article 17 RSTP. Therefore, the Sole Arbitrator declared clause 2.4 of the Assistant Coach's contract null and void.

Subsequently, the Sole Arbitrator quantified the compensation due to the Assistant Coach for the breach of contract. Guided by Annex 2 RSTP, he calculated the residual value of the contract, aligning with the amount awarded by the PSC.

Concerning the Assistant Coach's mitigation of damages, the Sole Arbitrator recognised the difficulty of finding a new position without a Head Coach and the damage to his reputation as a result of the termination. Therefore, the Club's argument for a 30% reduction was also rejected.

As a result, the appeal was dismissed and the Appealed Decision was confirmed.

TAS 2023/A/9819 Tigres de la UANL c. Florian Thauvin & FIFA (Award 23 May 2024)

The dispute involving Tigres de la UANL (the "Club") c. Florian Thauvin (the "Player") & FIFA, centred around the club's unilateral termination of Thauvin's contract and the amount of compensation due. The Player filed a claim with the DRC seeking compensation for the contract termination without just cause. The DRC ruled in favour of the Player, ordering Tigres to pay EUR 10,500,000 as compensation.

Tigres appealed to CAS, arguing that the DRC lacked jurisdiction over the Image Contract and should have applied Mexican law, as stipulated in the employment contract. The club claimed that the compensation clause (Clause 14) in the contract (3-month salary) was fair and agreed upon by both parties. Additionally, Tigres claimed that the compensation awarded by the DRC was excessive and should be recalculated based on Clause 14 rather than the residual value of the contract.

The Panel first assessed whether the DRC had jurisdiction over the Image Contract. It was determined that the Image Contract had a separate arbitration clause referring disputes to CAS, not the DRC.

Therefore, the DRC was found to lack jurisdiction to rule on matters related to the Image Contract, and the Sole Arbitrator amended the DRC's decision on this matter. Next, the Panel evaluated the applicable law for resolving the dispute.

Despite Tigres' argument, the Panel concluded that the DRC was correct in applying the RSTP instead of Mexican law due to the international

nature of the dispute. The Panel noted that FIFA regulations are designed to ensure consistency and fairness in international disputes and emphasised that, when parties agree to submit their disputes to FIFA, they are also accepting that these bodies will apply the RSTP.

Finally, the Panel examined whether the action by Mr Thauvin was time-barred and the validity of Clause 14.

It was determined that Thauvin's claim was submitted within the acceptable timeframe, as it was directed to claim for the unilateral termination and the relevant compensation, not for the nullity of Clause 14.

Then the Panel clarified that this clause was, in fact, a liquidated damages clause. Unlike a buy-out clause, which allows a party to unilaterally terminate the contract by paying a predetermined amount, a liquidated damages clause is intended to pre-estimate the compensation payable for damages arising from a breach of contract.

The Panel found that the amount stipulated was excessively disproportionate in favour of the club, rendering it punitive rather than compensatory. This led to the conclusion that Clause 14 did not meet the criteria for fairness and equity and was annulled.

However, the Panel highlighted that in certain situations, even when a clause is found to be disproportionate, the residual value of the contract might still warrant a reduction. In this regard, and after an examination of the circumstances of the case, the Panel considered awarding the Player 50% of the residual value of the contract.

Therefore, the appeal was partially upheld, and the appealed decision was amended.

CAS 2023/A/9487 Ismaily SC v. Diego Fernando, Nea Salamina Famagusta SC (Award 27 May 2024)

This dispute arose when Mr Diego Fernando (the "Player") terminated his employment contract with Ismaily SC (the "Club"), claiming outstanding salaries.

The Player attempted to cash a cheque from Ismaily, which was rejected due to insufficient funds. Consequently, he terminated his contract, citing just cause, and signed a new contract with Nea Salamina Famagusta SC ("Nea").

Ismaily filed a claim with the DRC, asserting that the Player had terminated the contract without just cause and sought financial compensation and sporting sanctions against the Player and Nea.

The DRC found that the Player had terminated the contract with just cause due to outstanding salaries and awarded him compensation while rejecting Ismaily's claims.

Ismaily argued before CAS that the Player did not have just cause to terminate the Employment Contract.

The Club contended that it had made efforts to pay the Player and that the cheque issue was a banking error. Furthermore, it argued that a waiver signed by the Player confirmed he had received all due amounts.

Ismaily sought to overturn the DRC decision, arguing that the Player's termination of the contract was premature and did not comply with the necessary procedures under Article 14bis RSTP.

The Sole Arbitrator first addressed the applicable burden and standard of proof, pointing out that any party wishing to prevail on a disputed issue must discharge its burden of proof. He deemed it appropriate to apply the standard of "comfortable satisfaction."

Regarding the enforceability of the waiver, the Sole Arbitrator deemed it unenforceable. He based his decision on the timing correlation between the cheque issuance and the waiver, the Player's unlikely waiver without compensation, and the Club's unequal negotiating power and drafting of the waiver, rendering it ineffective.

However, the Sole Arbitrator found that the Player's actions did not meet the conditions outlined in Article 14bis RSTP, as he did not grant Ismaily sufficient time to remedy the default.

Despite encountering issues cashing the cheque, the Player's immediate termination of the contract was deemed premature, as it did not adhere to the principle of last resort.

Furthermore, despite the Player asserting just cause to terminate the contract due to Ismaily's abusive conduct, including mistreatment or withholding his passport, the Sole Arbitrator concluded that he failed to provide sufficient evidence.

Lastly, he examined whether compensation should be awarded to Ismaily. The Sole Arbitrator determined that no compensation should be awarded, as the saved expenses by Ismaily exceeded potential compensation. Regarding sporting sanctions, neither the Player nor Nea faced penalties, as it was clarified that only FIFA holds the authority to impose them, and it was not a party to this case.

As a result, the appeal was partially upheld, and the appealed decision was amended.

CAS 2023/A/10003 FK Liepāja v. Slaviša Radović & FK Sarajevo & FIFA (Award 9 September 2024)

The above-mentioned procedure centered on the appeal filed by the club FK Liepāja (the "Club") against a DRC Decision that condemned it to pay the player Slavisa Radović (the "Player") compensation for breach of contract,

following the Club's failure to meet its contractual obligations and exclusion of the Player from training sessions. Due to the Player's new employment with the club FK Sarajevo, the compensation was adjusted based on the earnings he received from his new club.

At the CAS instance, FK Liepāja called as respondents the Player, the Player's new club FK Sarajevo, and FIFA, which insistently requested its exclusion due to the horizontal nature of the dispute.

The Sole Arbitrator confirmed that the Appellant had breached the Contract by failing to pay the Player his fixed salary, and pursuant to the *contra proferentem* principle, determined the salary owed was EUR 6,000. The Panel also analyzed the issue of the disciplinary fines imposed by the Club, concluding that these were invalid, since FIFA and CAS precedent established that disciplinary fines *"may not be set off against a club's remuneration obligations to a player"*.

The Sole Arbitrator also found that the Player's exclusion from the first team's training was unjustified and that the Club breached the Player's rights. Given the above, the Sole Arbitrator applied Article 17 RSTP and Swiss Law to calculate and award a total compensation of EUR 63,445 plus 5% annual interest to be paid by the Appellant to the Player.

Finally, the appeal was dismissed, the DRC decision confirmed, and the Appellant was condemned to pay FIFA a contribution to its legal costs due to its unnecessary involvement in the procedure, since the case was a horizontal dispute and the Appellan's refusal to withdraw its appeal against FIFA.

Other similar cases or related to Early termination of Employment Contracts (with or without just cause):

CAS 2020/A/7043 FC Kairat Almaty v. Akmal A. Bakhtiyarov & PFC Sochi LLC & Noah FC

TAS 2023/A/9843 Club Sport Emelec c. Leandro Sebastian Vega

CAS 2023/A/9734 FK Crvena Zvezda v. Richario Živković

CAS 2022/A/8859 Kayserispor Anonim Sirketi v. Mr Harrison Manzala Tusungama

CAS 2024/A/1507 Persib Bandung v. Luis Milla

CAS 2023/A/9767 Macarthur FC vs Dwight Yorke

CAS 2023/A/9924 Ismaily SC v. Jean Morel Poe

CAS 2023/A/10044 SC Corinthians Paulista v. Vitor Manuel Oliveira Lopes Pereira

CAS 2023/A/9618 TS Galaxy FC vs Igor Makitan & FIFA

CAS 2023/A/9990 FC Ballkani vs Leonit Abazi & FIFA

CAS 2023/A/9609 Tarik Isic c. FC Kukesi

CAS 2024/A/10335 Antalyaspor A.Ş. vs Luiz Adriano Souza da Silva

CAS 2023/A/9948 and 10080 Lechia Gdansk S.A. v. Ilkay Durmus & Gornik Leczna S.A. & FIFA

CAS 2023/A/9993 Clubul Sportive Concordia Chiajna v. Sammy Solitaire Siddartha

CAS 2022/A/9145 Wydad AC c. Saimon Happygod Msuva

CAS 2023/A/9622 & 9624 Angers SCO v. Espérance Sportive de Tunis, FIFA et Ilyes Cheti

viii. Joint liability

CAS 2023/A/10001 FC CFR 1907 Cluj S.A. vs. Roger Junior Rodrigues Figueira & St. Lörinc KFT & FC Uta Arad (Award 24 September 2024)

CFR Cluj (the "Club") filed an appeal against a DRC decision that condemned it to pay the player Roger Junio Rodrigues Figueira (the "Player") several amounts after he terminated their employment relationship with just cause.

The first question analyzed by the Sole Arbitrator was whether the Player had just cause to terminate the contract and, particularly, if the club committed abusive behavior against the Player for not having registered him in the first team. In this regard, the Sole Arbitrator found that the Club had the right not to register the Player in the first division, as he could play professionally with the second team in the 3rd Romanian professional league under the same conditions.

Under these circumstances, the Sole Arbitrator found that the Player terminated the contract without just cause and that, in principle, he had to pay the Club in accordance with Article 17 RSTP. However, after doing the relevant calculations, the Sole Arbitrator considered that the sum of EUR 413,800.27 was disproportionate in view of the circumstances of the case and the aim of Article 17 RSTP.

In particular, the Sole Arbitrator considered that compensating the Club for the whole residual value of the contract would unjustly enrich the club, as they no longer had to pay the Player's salary after his termination and the Club did not need to recruit a replacement for the Player.

Ultimately, the Arbitrator concluded that the Club was entitled to EUR 38,831.28 in compensation.

Given the above, the Sole Arbitrator further assessed whether the Player's new club was jointly and severally liable for compensation under Article 17 RSTP.

In this case, the Player first signed with St. Lörinc KFT and then with FC Uta Arad. Despite suspicions of a "bridge transfer" to join Uta Arad, the Sole Arbitrator considered St. Lörinc KFT as the Player's new club since the latter registered him first. The Sole Arbitrator also noted that there was no need to consider both clubs as the Player's new clubs, as the relief requested by the Club did not require such a ruling (*extra petita*).

Therefore, St. Lörinc KFT and the Player were jointly and severally liable for the compensation owed to the Club.

CAS 2023/A/10086 Sana Dafa Gomes & Al Wasl Football Company LLC v. FC Alverca Futebol SAD (Award 2 July 2024)

The Appellants Mr Sana Dafa Gomes (the "Player") and Al Wasl FC challenged the findings of the DRC that (i) the Player breached the employment relationship with FC Alverca, and (ii) the New Club, Al Wasl FC, was jointly and severally liable for the payment of compensation for the Player's breach.

CAS made a recollection of the main relevant facts:

- The Player and FC Alverca concluded an employment contract valid from 1 July 2021 until 30 June 2023;
- The Player was loaned to Portimonense through a Loan Agreement signed by the Player, FC Alverca and Portimonense, effective from 27 July 2021 until 30 June 2022;
- On 16 September 2021, the Player, FC Alverca and Portimonense signed a transfer agreement for the Player's definitive transfer to Portimonense. However, no employment contract was concluded between Portimonense and the Player;
- In May 2022, the Player and Portimonense initiated their negotiations for a future employment relationship, but no employment contract was ever concluded;
- On 8 June 2022, Al Wasl sent an Offer for the Player's transfer to its club, which was subsequently rejected by FC Alverca;
- On 6 July, the Player concluded an employment contract with Al Wasl;

- FC Alverca requested the Player to return to the club and resume his contractual duties.

The Appellants argued that no breach of contract occurred because the Transfer Agreement of 16 September 2021 had terminated the employment relationship between the Player and FC Alverca. They further claimed that the Player was a *"free agent"* as he never signed an employment contract with Portimonense.

The CAS Panel concluded that the Transfer Agreement required the Player and Portimonense to sign a new employment contract to effectuate the transfer. Since no such contract was signed, the employment relationship between Alverca and the Player was not terminated. Thus, after the Player's loan period ended, he remained contractually bound to Alverca and was required to return to the club.

The Panel found that the Player breached his employment contract with FC Alverca by signing with Al Wasl. Under Article 17(1) RSTP, the Panel determined that FC Alverca was entitled to compensation for the Player's unjustified termination of the employment relationship. The Panel also dismissed the Appellants' argument that FC Alverca had shown no interest in the Player's services, noting that FC Alverca explicitly requested his return after the loan period.

Regarding joint and several liability under Article 17(2) RSTP, the Panel emphasized that this mechanism applies regardless of the new club's involvement or inducement in the breach. The Panel

found no exceptional circumstances to deviate from this principle and noted that these considerations had been upheld by the SFT.

The Appellants' appeal was dismissed, and the Appealed Decision was confirmed in full.

CAS 2023/A/9622 & 9624 Angers SCO v. Espérance Sportive de Tunis, FIFA et Ilyes Cheti (Award 19 March 2024)

Initially, Mr Ilyes Cheti (the "Player") had a contract with ES Tunis ("Tunis") until 30 June 2023. However, citing breach of contract due to outstanding salaries, the Player terminated his contract on 26 June 2022. Subsequently, he signed a new contract with Angers SCO ("Angers").

Tunis filed a complaint with the DRC, which issued a decision wherein the Player was held responsible for paying compensation to the club for terminating the contract without just cause, with Angers being held jointly liable. Additionally, a ban from any football-related activity for four months was imposed on the Player, and Angers faced a ban on registering new players for two consecutive transfer windows.

Both Angers and the Player appealed this decision before CAS. Angers requested the annulment of the DRC decision, seeking the revocation of the sporting sanction imposed against the club.

It argued that the Player had just cause to terminate the contract due to outstanding salaries and that the contract was terminated outside the protected period.

Meanwhile, the Player also sought to overturn the DRC decision, alternatively seeking the reduction of the compensation previously awarded as per Article 9 of the employment contract, and the revocation of the suspension.

The Panel assessed the circumstances surrounding the termination of the contract, emphasising Tunis' prompt response to the Player's warning letter and its consistent, albeit delayed, payment of the Player's monthly salaries within a reasonable timeframe. Further they highlighted the Player's failure to notify Tunis about the non-payment of various amounts before issuing the termination letter.

This, combined with Tunis' demonstrated intention to fulfil its contractual obligations despite financial difficulties, led the Panel to conclude that the Player lacked just cause to terminate the contract under the RSTP.

The Panel then proceeded to determine the financial consequences of such termination. It noted that Article 9 of the employment contract only addressed termination initiated by Tunis, making it inapplicable in this instance.

However, it emphasised the importance of considering all relevant factors in determining compensation. Acknowledging Tunis' breaches of its contractual obligations and its contribution to the termination, the Panel decided to reduce the compensation owed to the club by 50%, still holding Angers jointly and severally liable for the payment as per the RSTP.

As for the sporting sanctions imposed, the Panel decided against imposing specific sanctions due to the circumstances of the case.

It determined that the Player had not acted in bad faith by waiting until the last official match of the season to terminate his contract.

Furthermore, regarding the ban imposed on Angers, the Panel highlighted the principle that it is not appropriate for the possible instigator to be punished more severely than the person that breached the contract.

Therefore, the appeals were partially upheld, and the appealed decision was amended to reflect the above conclusions.

ix. Penalty clauses

CAS 2023/A/9769 FC Krasnodar v. FC Bodø Glimt FK (Award 23 December 2023)

The dispute in these proceedings is centred on a decision by the PSC concerning the non-payment of transfer fees by the Russian football club FC Krasnodar, pursuant to a transfer agreement entered into with the Norwegian football club FC Bodø Glimt ("Bodø Glimt") on 21 December 2021, for the international transfer of the Norwegian football player Erik Botheim (the "Player").

Relevant to the case, the second instalment of the transfer agreement was set to be paid on 10 August 2022 (the "Second Instalment") and the Player had terminated his employment contract with FC Krasnodar on 17 May 2022.

The PSC decided to accept Bodø Glimt's claim and ordered FC Krasnodar to pay the Second Instalment, in the amount of EUR 2,893,410, plus 10% interest p.a. as from 11 August 2022 until the date of effective payment. In response, FC Krasnodar filed an appeal before the CAS.

In the appeal proceedings, Bodø Glimt contended, in essence, that that the Second Instalment could not have become due three months after the Player terminated the Employment Contract and that imposing the financial obligation on the Appellant contravenes the principles of good faith and fairness, especially when the Player had left Russia and terminated the Employment Contract based on factors not caused by the Appellant.

On the other hand, Bodø Glimt maintained, essentially, that the relationship between the Player and

FC Krasnodar (and the termination) was irrelevant to the latter's fulfilment of the Transfer Agreement, and that there were no conditions agreed upon by the Parties on the status of the employment of the Player for the payment of the Second Instalment under the Transfer Agreement.

The Sole Arbitrator first agreed with Bodø Glimt's reasoning in the sense that there was no condition imposed on the employment status of the Player in the payment of the transfer fee under the Transfer Agreement, including the Second Instalment, and therefore the principle of *pacta sunt servanda* should be respected.

In this respect, the Sole Arbitrator highlighted that the circumstances that lead to the situation in which FC Krasnodar found itself were not caused by Bodø Glimt and, in addition, do not stem from the latter's sphere of risk but on FC Krasnodar.

Consequently, the Sole Arbitrator found that FC Krasnodar was obliged to pay the Second Instalment.

As to the interests, the Sole Arbitrator was of the view that the agreed penalty interest of 10% p.a. was well within the maximum amount allowed by the practice of CAS and the Football Tribunal. Therefore, he rejected FC Krasnodar's claim to reduce the penalty.

Consequently, the Sole Arbitrator dismissed the appeal filed by FC Krasnodar.

TAS 2023/A/9639 Club Atletico Independiente c. Gaston Alexis Silva Perdomo (Award 29 February 2024)

The present dispute arose from an employment contract terminated by Gaston Alexis Silva Perdomo (the "Player") due to non-payment by CA Independiente (the "Club").

The DRC had initially ruled in favour of the Player and Independiente appealed to CAS, in which confirmed that compensation was due to the Player. Following this, the parties reached two Settlement Agreements, with the Second Agreement being breached by Independiente.

This led the Player to file a new claim with the DRC, which ruled again in his favour, ordering Independiente to pay the amount awarded by CAS along with penalties and interests.

Before CAS, Independiente contested FIFA's recognition of penalties and interests, arguing that FIFA overlooked the fact that the agreed amount already included a 20% penalty on the original debt and a 15% annual interest rate. Independiente criticized the fact that the Second Agreement appeared to favour the Player, resulting in excessive penalties and unjust enrichment.

The Club urged CAS to reassess the fairness and proportionality of the penalties, advocating for their reduction to a reasonable level alongside the interest rate.

Conversely, the Player opposed Independiente's appeal, asserting that the Club had waived its right to appeal to CAS by entering into the Second Agreement. The Player argued that this waiver was justified as the issue had already been resolved through previous FIFA and CAS procedures, rendering further legal dispute unnecessary.

Although the Player claimed that Independiente had expressly waived its appeal rights in the Second Agreement, the Sole Arbitrator emphasised the importance of procedural fairness and equal access to justice, particularly under Swiss law. In this regard, he concluded that the premature waiver of appeal rights undermined both the contractual balance and fundamental rights, making this clause ineffective.

Regarding the Club's request to disregard the amounts agreed upon in the Second Agreement, the Sole Arbitrator concluded that the agreed penalty and interest rate were within the limits provided by Swiss law and did not constitute disproportionate terms. Therefore, the Sole Arbitrator rejected the Club's request.

Furthermore, while acknowledging Independiente's concerns about the cumulative effect of penalties and interest, the Sole Arbitrator stressed the legality of the total sum agreed upon. He emphasized the need for significant disproportionality to justify a reduction in the penalty and concluded that the circumstances, in this case, did not warrant such a reduction.

Consequently, the appeal was dismissed by the Sole Arbitrator, and the decision under appeal was confirmed.

Other case related to penalty clauses:

CAS 2023/A/9889 Maccabi Petah Tikva FC v. FC Arsenal Tula

CAS 2023/A/10178 Federación Venezolana De Fútbol v. Evgeni Marinov

x. Sell-On Clauses

CAS 2023/A/9759 Fenerbahçe A.Ş. v. Beijing Guoan FC (Award 29 April 2024)

The dispute between Fenerbahçe A.Ş. ("Fenerbahçe") and Beijing Guoan FC ("Guoan") centred on Fenerbahçe's failure to pay an agreed sell-on fee to Guoan.

In particular, both clubs entered a transfer agreement for the player Minjae Kim (the "Player"), whereby it was agreed that Fenerbahçe would pay Guoan an amount of EUR 3,000,000 as transfer fee. Additionally, a clause in the agreement specified that if the Player were transferred to a third club, Fenerbahçe would pay Guoan 20% of the net profit from that transfer (the sell-on fee).

When the Player was transferred from Fenerbahçe to SSC Napoli, Guoan requested payment of the sell-on fee from the Turkish club.

Despite disputes over deductions for solidarity contributions, Fenerbahçe made partial payments but failed to pay the full amount. Consequently, Guoan lodged a claim against Fenerbahçe with the PSC. The PSC ruled in favour of Guoan, ordering Fenerbahçe to pay EUR 150,500 plus interest.

Before CAS, Fenerbahçe argued that the Transfer Agreement explicitly delineated payment terms, specifying a fixed transfer fee with no deductions and a separate sell-on fee provision without a determination of solidarity contributions, suggesting an intentional distinction between the clauses.

The club maintained that the "100 minus 5" method applies to the sell-on fee, contrasting with the so-called "100 plus 5" method for the transfer fee. Fenerbahçe also contended that deducting the solidarity contribution from the sell-on fee was lawful, supported by FIFA jurisprudence, and refuted Guoan's claims of bad faith.

Additionally, the Turkish club argued against interpreting the Transfer Agreement uniformly, citing precedent cases.

After determining the burden and standard of proof, the Sole Arbitrator examined the merits of the dispute. Regarding whether the solidarity contribution should be deducted from the sell-on fee payable to Guoan, he noted that while such exemptions are possible, they necessitate an unequivocal agreement.

Examining various drafts of the Transfer Agreement and the parties' negotiations, the Sole Arbitrator concluded that while the agreement specified no deduction for solidarity contribution from the transfer fee, it did not extend this exemption to the sell-on fee. Consequently, the general presumption of solidarity deduction applies to the sell-on fee due to the absence of a clear contractual provision to the contrary.

The Sole Arbitrator determined that the solidarity contribution should indeed be deducted from the sell-on fee as per the Transfer Agreement.

Therefore, Fenerbahçe was deemed correct in deducting this contribution and therefore did not owe any additional payment to Guoan.

As a result, the appeal was upheld, and the appealed decision was set aside.

xi. Player's Economic Rights

CAS 2023/A/9795 Grupo Desportivo de Chaves v. Kevin Lenini Gonçalves Pereira de Pina & FIFA (Award 26 April 2024)

This dispute revolved around the entitlement of Mr Lenini Goncalves (the "Player") to a percentage of his transfer from the Grupo Desportivo de Chaves (the "Club") to FC Krasnodar.

Initially, the parties signed an employment contract stating that the Club owned 80% of the Player's economic rights. Later on, the parties agreed to terminate the contract (the Termination Agreement) upon the Player's transfer to FC Krasnodar, with the transfer fee payable in two instalments. The Player claimed 20% of the first and the second instalments, which led him to lodge two claims before the DRC.

Despite the Club contesting its jurisdiction over the dispute, the DRC ruled in favour of the Player, ordering the Club to pay the relevant amount.

The Club appealed before CAS, rechallenging the DRC's jurisdiction. It argued that the employment contract and the Termination Agreement stipulated arbitration through the Portuguese Sports Arbitration Court (TAD) and thus FIFA lacked jurisdiction.

It emphasised that the TAD meets the requirements for fair proceedings and equal representation, as mandated by FIFA Regulations, and asserted that the Player had sufficient financial means to engage in arbitration. Additionally, the Club maintained that the Termination Agreement nullified the Player's right to any further compensation, as he acknowledged full settlement of obligations by the Club.

Regarding the DRC's jurisdiction to handle the case, the Sole Arbitrator noted that, while the Club argued that proof of the TAD's compliance with fair proceedings and equal representation was not required, FIFA insisted on such verification in each case. In this context, the Sole Arbitrator noted that the Club failed to provide concrete evidence of TAD meeting FIFA's criteria. Additionally, the Sole Arbitrator highlighted that the TAD fee contradicted FIFA's regulation of free proceedings at national level.

Consequently, the Sole Arbitrator confirmed the DRC's jurisdiction.

Regarding the Player's entitlement to 20% of the transfer fee, the Sole Arbitrator examined the language of the agreements and concluded that the termination agreement did not explicitly revoke this entitlement.

Furthermore, the Sole Arbitrator emphasised that the share in the transfer fee constituted part of the Player's remuneration as reflected in the FIFA Manual on "TPI" and "TPO", which should have been paid upon conclusion of the transfer.

The Sole Arbitrator concluded that the Player had a financial interest in the future transfer of his registration and that this interest cannot be considered revoked by the terms of the Termination Agreement.

As a result, the appeal was dismissed, and the appealed decision was confirmed.

TAS 2023/A/10215 Cecilio Andrés Domínguez Ruiz c. Club América

TAS 2023/A/10216 Club América c. Cecilio Andrés Domínguez Ruiz & FIFA (3 December 2024)

In January 2019, Club América, the Player, and CA Independiente signed a Transfer Agreement, with the Player waiving any claims against Club América. The relevant transfer fee was agreed upon in USD 5,700,000.

After failing to pay the transfer fee, Independiente was ordered by CAS to pay América, and in June 2023, through a press release, Independiente informed that the outstanding amounts were settled.

This communication led the Player to file a claim against Club América with the Dispute Resolution Chamber (hereinafter, "DRC") in September 2023, seeking 25% of the transfer amount under Mexican labor law. FIFA duly communicated this claim to América, but the latter did not file any answer during the first-instance proceedings.

In any event, the DRC declared the Player's claim inadmissible as it considered that it was time-barred under Article 23(3) RSTP.

Both the Player and América filed an appeal against the DRC Decision.

On the one hand, the Player argued that (i) the DRC incurred in *ultra petita* as the statute of limitation was not raised by any of the Parties and (ii) his claim was not time-barred because the event giving rise to the dispute was the payment made by Independiente in June 2023. On the other hand, América argued that FIFA did not correctly notify it about the Player's claim during the first instance proceedings.

With regards to the *ultra petita* issue, the Panel established that in accordance with the RSTP, the DRC had to verify the statute of limitation ex officio. Therefore, the DRC did not violate this principle.

Secondly, the Panel addressed the Player's arguments that, in accordance with Mexican labor law, he was entitled to 25% of the transfer fee which was triggered upon the payment by Independiente. In this respect, the Panel disagreed with the Player's reasoning and considered that Mexican law did not establish when the alleged percentage becomes due, but it must be implied that the Player's right arose when the transfer occurred.

The Panel further disregarded the Player's allegation that, per Mexican law, the statute of limitation of his right should be ten years. The Panel reasoned that by choosing to file a claim with the DRC, instead of the ordinary courts of Mexico or the CCRC of the FMF, the Player accepted FIFA regulations, including the specific prescription period to file a claim (i.e., 2 years from the date giving rise to the dispute). Therefore, the Player could not benefit from FIFA's jurisdiction while ignoring the time limits established by this federation.

The Panel further concluded that the event triggering the start of the two-year period to claim the transfer fee was the transfer itself, not the payment date. Given the Transfer Agreement was signed in January 2019, and the claim was filed in September 2023, the Panel determined that the claim was filed outside the two-year period specified by FIFA regulations.

Lastly, the Panel assessed the appeal of América against FIFA. In this respect, the Panel analyzed the Club's standing to appeal and concluded that, given that it was not directly affected by the Appealed Decision, it did not have any direct interest in challenging it, leading to the rejection of the appeal.

In sum, CAS dismissed both appeals and confirmed the Appealed Decision.

xii. Force majeure

CAS 2023/A/9826 PFC CSKA v. S.C. Heerenveen B.V. & FIFA (Award 19 September 2024)

The dispute centered on a Transfer Agreement signed between PFC CSKA ("CSKA") and S.C. Heerenveen ("Heerenveen"), which lodged a claim against the former with the Football Tribunal due to unpaid installments of the transfer fee.

In particular, CSKA alleged that its failure to pay the overdue amount did not constitute a breach of the Transfer Agreement, as its obligation should be considered suspended or extinguished due to the (alleged) impossibility of paying as a consequence of the economic sanctions against Russia.

In the first instance proceedings, the Football Tribunal accepted Heerenveen's claims and ordered CSKA to pay the amounts.

During the CAS instance, CSKA alleged *"force majeure"*; the application of Article 119 SCO (*"subsequent impossibility"*); and/or the application of the legal principle of *"factum principis"* to avoid the payment.

In its reasoning, the Panel first concluded that CSKA had to prove its "impossibility" to pay at a standard of "comfortable satisfaction".

Second, the Panel revisited the cumulative criteria to satisfy *"force majeure"*, *"subsequent impossibility"*, or *"factum principis"*: i.e., (i) existence of an impediment that makes it impossible for the party in breach to fulfill the relevant contractual obligation; (ii) impediment is not attributable to the party unable to perform the relevant contractual obligation; (iii) the impediment came into existence after the relevant contractual obligation was agreed; (iv) the impediment was not reasonably foreseeable by the party in breach when it entered into the relevant contract).

In particular, the Panel considered that CSKA failed to discharge its burden of proof in establishing that it had (i) fully

explored all means by which it could fulfill its obligations and (ii) exhausted all efforts to do so (e.g., CSKA did not explain what efforts it made to pay the overdue installment). Moreover, the alleged impediment came into existence before the relevant contract was entered into, and therefore, the alleged impediment was obviously already foreseeable.

Consequently, the Panel dismissed the appeal and confirmed the appeal decision.

CAS 2023/A/9682 Tuzlaspor A.S. v. FIFA, U.S. Thionville Lusitanos, C.S. Orne Amneville & Arnouville F.A.S. (25 January 2024)

In the present case Tuzlaspor A.S. ("Tuzlaspor") challenged FIFA's decision regarding the training compensation for the first professional registration of the player Baran Kobotan (the "Player").

The dispute involved U.S. Thionville Lusitanos, C.S. Orne Amneville, and Arnouville F.A.S. as the Player's training

clubs (the "Training Clubs"). With the introduction of the Clearing House in November 2022, FIFA moved from a claim system for requesting training compensation to an automatic entitlement system.

In the present case, Tuzlaspor failed to provide the documents requested by FIFA following the verification of the EPP. As a result, FIFA ordered Tuzlaspor to pay EUR 90,191.77 in training compensation to the Training Clubs.

Before CAS, Tuzlaspor argued that the club should not pay any training compensation, emphasising that a major earthquake in Turkey, a "force majeure" situation, justified the club's failure to respond to FIFA's request for documentation in the EPP process. Furthermore, Tuzlaspor argued that the training clubs had signed different waivers in January 2023. Finally, the club argued that by enforcing the payment, FIFA was compelling Tuzlaspor to fulfil a non-existent claim.

The Sole Arbitrator first addressed the concept of "force majeure".

Applying Swiss law, he emphasised that Tuzlaspor had the burden of proving that the earthquake made it objectively impossible to fulfil its obligations under the FIFA Clearing House Regulations (hereinafter "FCHR") in a timely manner. In this regard, the Sole Arbitrator concluded that the club had failed to provide convincing reasons for the delay in responding to FIFA's request.

The Sole Arbitrator then considered whether he could compel FIFA to consider the waivers despite the club's failure to upload them on time. He analysed the FCHR, in particular Articles 8, 9, and 10, and emphasised the mandatory nature of the deadline for uploading documents, rejecting the idea that a "negligent club" could remedy its inaction by means of an appeal.

Furthermore, the Sole Arbitrator found that allowing such appeals would undermine the aims and effectiveness of the FCHR and potentially harm the interests of Training Clubs.

Therefore, the appeal was dismissed, and the challenged decision was confirmed.

CAS 2023/A/9889 Maccabi Petah Tikva FC v. FC Arsenal Tula (Award 24 May 2024)

This award was the result of a dispute arising from a transfer agreement (the "Agreement") between Maccabi Petah Tikva FC ("Maccabi") and FC Arsenal Tula ("Arsenal") for the loan transfer of player Lameck Banda (the "Player").

The Agreement included an option for Maccabi to purchase the Player's rights and a sell-on clause in case Maccabi transferred the Player. Despite exercising this option and subsequently transferring the player, Maccabi failed to pay the agreed amounts in full, leading Arsenal to file a complaint with FIFA.

The PSC issued a decision ordering Maccabi to pay the outstanding amounts plus a daily penalty for late payment as stipulated in the Agreement.

Before CAS, Maccabi argued that it was impossible to make the payments due to banking restrictions related to international sanctions on Russian entities following the outbreak of the Russia-Ukraine war. The club claimed that its primary bank refused to process the payment, and it attempted but failed to find alternative means to complete the transaction.

Additionally, Maccabi invoked the principles of *"force majeure"* and *"clausula rebus sic stantibus"*, asserting that the unforeseen circumstances of the war significantly altered the contractual conditions.

The Panel analysed whether Maccabi owed Arsenal the outstanding amounts, concluding that Maccabi had not sufficiently proven that it was impossible to make the payments. Despite the bank's refusal, the Panel noted that Maccabi did not exhaust other potential payment methods or financial institutions.

Furthermore, they noted that the two instalments of the fixed transfer fee were successfully paid. Additionally, the Panel found that Maccabi did not adequately attempt to transfer funds to Arsenal's Hungarian bank account, which was not subject to sanctions.

Regarding Maccabi's obligation to pay the outstanding amounts, the Panel held that the principle of *"clausula rebus sic stantibus"* did not apply. They highlighted that the appellant failed to demonstrate that the circumstances rendered the performance of the contract excessively burdensome or fundamentally altered the contractual balance.

The Panel also dismissed the *"force majeure"* claim, determining that Maccabi did not take all reasonable steps to mitigate the impact of the external interference caused by the sanctions.

Finally, the Panel addressed the issue of the penalty. They concluded that the penalty clause was enforceable under the principles of contractual freedom and *"pacta sunt servanda,"* and there was no evidence that the clause was unlawful or immoral. Therefore, relying on previous CAS jurisprudence, the penalty was deemed valid and not excessive, and the Panel upheld its imposition.

As a result, the appeal was dismissed, and the appealed decision was confirmed in its entirety.

CAS 2023/A/10178 Federación Venezolana De Fútbol v. Evgeni Marinov (Award 10 September 2024)

The Federación Venezolana de Fútbol ("FVF") initiated the above-mentioned arbitral procedure against a PSC decision which condemned it to pay the match agent, Evgeni Marinov (the "Agent"), the amount of

EUR 44,540. This decision resolved the claim lodged by the agent, considering the Appellant's refusal to participate in a friendly tournament organized by him, which took place in Türkiye. The refusal was due to an earthquake that hit Türkiye on 6 February 2023, leading to the termination of the match agent contract, alleging causes of *force majeure*.

The dispute was centred on whether the Appellant was entitled to terminate the Contract or not. In this regard, the Sole Arbitrator found that certainly the Contract contained a clause of termination related with *force majeure* causes, however, it was undisputed that the tournament was celebrated after the earthquake, and all matches were played, therefore, the clause couldn't be invoked by the Federation.

The Sole Arbitrator concluded that the FVF, was not able to demonstrate how the earthquake that happened days before the tournament, constituted a *force majeure* event preventing it from performing its obligations under the Contract, thus, failed to meet the requirements of the burden of proof. Likewise, it could not demonstrate the reasons of the alleged impossibility to travel to Türkiye, allowing its delegation to play the tournament. In sum, the Sole Arbitrator concluded that *"It is not demonstrated by means of any documents that there was a serious disruption of Contractual balance due to the Earthquake."*

Moreover, the Sole Arbitrator clarified that by the time the FVF had terminated the Contract, it was already failing with its financial obligations by not paying its first instalment. The above led the Sole Arbitrator to conclude that under Swiss law and the Contract, there was no legal basis to relieve the FVF from its contractual obligations towards the Agent, even more, when the Agent complied with all his obligations under the Contract.

Finally, the Sole Arbitrator found that the FVF had no legal grounds to justify the termination of the Contract. Additionally, he concluded that the FVF shall pay the Agent the outstanding instalment in the amount of EUR 18,540 and a contractual penalty in the amount of EUR 26,000, plus interests at a rate of 15% per annum as from 20 April 2023 until the effective date of payment for both.

For all the above, the appeal was dismissed and the PSC decision confirmed.

Other cases related to "force majeure":

TAS 2023/A/10236 Federación Venezolana de Fútbol c. José Néstor Pekerman

xiii. Clearing House (Training rewards and EPP review process)

CAS 2023/A/10351 FC Porto v. Dakar Sacre Cour (Award 26 September 2024)

Dakar Sacre Cour ("Dakar SC") filed a claim against FC Porto before the DRC, requesting the payment of

EUR 190,000 as training compensation. FC Porto requested the DRC to reject the claim because the Player's Passport 1, which accompanied the ITC for the Player's move to FC Porto, did not show any registration with Dakar SC.

The DRC considered that, according to its jurisprudence, it should rely in principle on the information inputted in the Player passports issued by the relevant member associations unless there is clear evidence that would contradict its content.

Even though Player Passport 1 was included in TMS for the issuance of the ITC, it was neither signed nor stamped, while Player Passport 2, presented by Dakar, was duly signed and stamped by the Senegalese Football Federation. Under these circumstances, the DRC granted Dakar's claim.

Porto appealed this decision before CAS.

At this instance, the Sole Arbitrator analyzed the contradictory passports and noted that FIFA jurisprudence typically gives precedence to the first-issued passport if the hiring club acted with due diligence. Despite the DRC's decision favoring Passport 2 due to its signature and stamp, the Sole Arbitrator disagreed, emphasizing that no rule required such formalities for a passport's validity.

Lastly, the Sole Arbitrator concluded that FC Porto had acted in good faith and relied on the information in Player Passport 1, thus excluding Dakar SC as a training club and setting aside the Appealed Decision.

CAS 2023/A/9730 FK Erzeni v. FC 2Korriku & FIFA (Award 22 April 2024)

The focus of this dispute was FIFA's procedures concerning the EPP and the Clearing House system, in particular in what concerns the filing and admissibility of documents within the EPP review process.

FIFA initiated the EPP review process upon FK Erzeni's registration of the player Sheki Aliti (the "Player"). However, complications arose when FK Erzeni failed to provide an English version of a document within the TMS platform, according to which FC 2 Korriku ("FC2") waived its entitlement to training compensation, as requested by FIFA. This failure led FIFA to reject the waiver and rule in favour of training compensation for FC2.

FK Erzeni contested FIFA's decision, arguing that the lack of translation resulted from procedural issues and that paying the training compensation could cause financial hardship for the club. Subsequently, FC2 issued an additional waiver, reaffirming their waiver of training compensation.

FK Erzeni appealed to CAS, emphasising FC2's waiver of training compensation and the economic burden on the club if forced to pay. It contested FIFA's requirement for translation of the waiver document, citing procedural issues and the short timeframe

provided. The club criticised FIFA's interpretation and application of the FCHR, asserting that FIFA's actions unfairly disadvantaged FK Erzeni, a smaller club with limited resources. Additionally, FK Erzeni highlighted FIFA's delay in clarifying the FCHR.

The Sole Arbitrator, in addressing the fundamental principle governing the evaluation of evidence under the *"de novo"* hearing concept, referred to previous CAS decisions to underscore the importance of considering evidence up to the date of the CAS hearing. He found no explicit or implicit deviation from the *"de novo"* principle in FIFA Procedural Rules or the FCHR, concluding that no provision within FIFA regulations demands an exception from the *"de novo"* principle in this case.

Consequently, despite FK Erzeni's negligence in providing timely translations, the Sole Arbitrator decided to admit such evidence, highlighting that fairness is better served by considering all relevant information available at the time of the Appealed Decision.

The Sole Arbitrator acknowledged FIFA's procedural correctness in requesting a translation of the waiver and its entitlement to disregard it if the translation was not provided, affirming FIFA's legitimate application of EPP rules. However, emphasising the reference date of the arbitration hearing rather than the date of the appealed decisions, the Sole Arbitrator found evidence of a valid waiver by FC2.

With no indication of the waiver's invalidity and no dispute over the document's authenticity, the Sole Arbitrator concluded that the appeal must be upheld, and the appealed decision must be set aside.

Therefore, the appeal was upheld, and the EPP and Allocation Statement annulled.

CAS 2023/A/9941 1927 FK Shkupi v. FIFA & FC Aarau & FC Baden

CAS 2023/A/9941 1927 FK Shkupi v. FIFA & FC Aarau & FC Baden (Award 6 May 2024)

Mr Stefa Mitrev (the "Player") signed his first professional contract with FK Shkupi after playing as an amateur with FC Aarau & FC Baden (the "Training Clubs"). Prior to this signing, the Training Clubs had waived their entitlement to training compensation in a letter.

However, FK Shkupi had failed to upload the waivers during the EPP review process according to the FCHR. Consequently, FIFA determined that the Training Clubs were entitled to training compensation for the Player's first registration as a professional with FK Shkupi.

FK Shkupi, dissatisfied, filed an appeal before CAS, contending that it had received a letter from the Training Clubs indicating they have waived their entitlement.

FIFA emphasised FK Shkupi's failure to comply with its obligation to upload waivers during the EPP review process and contended that any new documents submitted during the CAS appeal procedure should be excluded. Furthermore, FIFA highlighted FK Shkupi's access to TMS and notifications, arguing that FK Shkupi had ample opportunities to participate in the EPP process.

The Sole Arbitrator determined the admissibility of the waivers presented by FK Shkupi. He highlighted that, according to Article R57 CAS Code, evidence not presented before the first instance can generally be considered in CAS proceedings unless specific rules dictate otherwise.

In this context, he examined the FCHR and determined that neither the regulations nor the Clearing House system established a departure from the *"de novo"* principle applied by the CAS.

Therefore, while FK Shkupi's negligence in not uploading the waivers despite FIFA's reminders was acknowledged, the Sole Arbitrator believed that, although the appealed decision had been correctly taken with the evidence on file at the time, justice was best served by admitting evidence available at the time of the initial decisions (although not filed then), barring cases of abuse.

Consequently, the Sole Arbitrator considered that there was no evidence to suggest the invalidity of the waivers, and FIFA did not dispute

the authenticity of the submitted documents, upholding the appeal.

CAS 2024/A/10514 Sporting du Pays de Charleroi vs FIFA (12 November 2024)

The present appeal was filed by Sporting du Pays de Charleroi ("Charleroi") against the decision issued by the FIFA General Secretariat within the review process of a player's EPP which was generated in the context of a player's first registration as a professional with A.S. Monaco following his (international) transfer from Charleroi, in accordance with the FCHR.

The core of the dispute concerned the entitlement to training compensation claimed by the Appellant pursuant to Art. 20 and Annex 4 RSTP.

However, the Sole Arbitrator concluded that by not naming AS Monaco as a respondent, the Appellant denied it the chance to defend itself, thus constituting a situation of "passive mandatory joinder".

In addition, the Sole Arbitrator highlighted that, although the entitlement to training compensation was a "horizontal" issue, the EPP process leading to the determination of the EPP and the issuance of the allocation statement was "vertical" in nature, so FIFA had correctly been called as a necessary respondent.

Consequently, the Sole Arbitrator found that AS Monaco had a legitimate interest in the dispute and should have been included as a respondent, leading to the dismissal of the appeal.

CAS 2023/A/9775 & 9776 C.D. Tenerife SAD v. Waa Banjul FC & Banjul Football Academy & FIFA (Award 17 December 2024)

This dispute concerns an appeal against a decision of the FIFA General Secretariat regarding an EPP and the associated Allocation Statement, whereby the Spanish football club C.D. Tenerife SAD ("Tenerife") was ordered to pay training compensation to a player's training clubs as a result of a player's first registration as a professional.

The CAS award addresses several interesting issues, namely, among others, (i) whether the Parties can request the admission of additional witnesses not named in their written submissions, (ii) whether Tenerife could rely on information not filed during the EPP procedure and (iii) the conditions for a waiver of training compensation to be valid.

Regarding the first issue, Tenerife, the First and the Second Respondent all requested the admission of additional witnesses that had not been named in the Appeal Brief and Answers, respectively.

As to Tenerife's request for the admission of two additional witnesses, the Sole Arbitrator decided to accept it given that (i) such additional witnesses had been proposed in response to a document production request from the First and Second Respondent, filed after the Tenerife's Appeal Brief and before the Answers and (ii) the Respondents would still have the opportunity to prepare and respond to the additional witness testimony in their Answers and at the hearing, therefore existing no procedural unfairness to the First and Second Respondents.

Regarding the First and Second Respondent's request to admit the testimony of a witness after the closure of the exchange of written submissions, the Sole Arbitrator considered that even though their financial situation prevented them from seeking legal assistance to draft their Answers, such a reason was not in itself an exceptional circumstance to allow their request pursuant to Article R56 CAS Code. Therefore, the Sole Arbitrator rejected the First and Second Respondent's request.

Regarding the second issue, Tenerife presented arguments and documents which had not been submitted during the EPP procedure. The Sole Arbitrator first acknowledged that the consequences of non-compliance with a procedural deadline may be that a party cannot subsequently rely on a document, but asserted that, if that is to be the consequence, then it must be clearly expressed in the FCHR and/or in any separate procedural request made by the FIFA General Secretariat because of the procedural unfairness that it may cause. Even then, on appeal to CAS, it may still be open for a participant to rely on information that it did not submit during the EPP procedure in certain circumstances and in the absence of evidence of bad faith.

Therefore, the Sole Arbitrator decided to apply the *de novo* principle and referred to the decision in CAS 2023/A/9730 FK Erzeni v FC 2 Korriku & FIFA where the sole arbitrator had taken the view that *"justice is better served by admitting the evidence that was already available at the time when the Appealed Decisions were issued"*, following the approach outlined in CAS 2020/A/6773.

Lastly, the Sole Arbitrator analysed whether a waiver letter signed by the First Respondent, in which it had declared that "no development rights" would be claimed to Tenerife could be deemed as a valid waiver for the due training compensation.

In the Sole Arbitrator's view, the term "development rights" is not the same as "training compensation". Therefore, he concluded that the letter signed by the First Respondent did not clearly and unequivocally indicate that the First Respondent had waived its right to training compensation. Consequently, she determined that the FIFA General Secretariat was correct in rejecting the alleged waiver letter.

Therefore, the Sole Arbitrator dismissed Tenerife's appeal.

CAS 2023/A/9895 & 9917 SSU Politehnica Timisoara v. FIFA et al. (Award 16 December 2024)

The Award revolves around an appeal against the EPP and the connected Allocation Statement triggered by the first registration of a player as a professional. More specifically, it addresses the issues of (i) the Sole Arbitrator's power of review, (ii) whether the new documents submitted in the CAS proceedings should be excluded and (iii) whether the event triggering payment of training compensation in accordance with the EPP and the Allocation Statement effectively took place.

The Sole Arbitrator did not consider himself bound by the information available at the time of rendering the decision but is entitled to entertain the appeal and its revision of the EPP and of the Allocation Statement in the terms set out in Article 57(1) CAS Code.

Regarding the introduction of new evidence by the Appellant which could and should have been provided during the administrative EPP process and its acceptance during the CAS proceedings, the Sole Arbitrator decided that this information should not be excluded and would be considered in the decision-making process on appeal. The Sole Arbitrator based this on the existing jurisprudence and observed that (i) the documents were not issued by the Appellant, and it was doubtful it had it in its possession *ab initio*, (ii) even if the Appellant could have been more active, it was not due to its bad faith or abuse, (iii) none of the respondents were challenging the documents for forgery or the like, (iv) FIFA did not substantiate why the approach to Article R57(3) CAS Code should be different in cases arising from the Clearing House administrative process.

Finally, the Sole Arbitrator concluded that the event that triggered the training reward did not take place: the Player was already professional when he joined the Appellant.

As a result, the EPP and Allocation Statement were annulled and set aside.

The Sole Arbitrator acknowledged that FIFA had not acted unreasonably when it issued the EPP and the Allocation Statement and ordered the Appellant to pay training compensation, as FIFA had repeatedly requested information without receiving a response. On the basis of such silence and inaction, FIFA had correctly issued the decision with the information on file. It was only because the new evidence presented before CAS demonstrated that the event triggering the training reward had not taken place, that the Sole Arbitrator concluded and resolved differently on appeal.

Other Club v. Club or Clearing House related disputes:

TAS 2022/A/8716 RCD Mallorca c. CA River Plate & CA Velez Sarsfield

CAS 2022/A/9054 Valerenga Fotball v. Club Brugge NV

CAS 2023/A/9889 Maccabi Petah Tikva FC v. FC Arsenal Tula

CAS 2023/A/9682 Tuzlaspor A.S. v. FIFA, U.S. Thionville Lusitanos, C.S. Orne Amneville & Arnouville F.A.S.

CAS 2023/A/9769 FC Krasnodar v. FC Bodø Glimt FK

CAS 2023/A/10050 VšĮ Telšių Futbolo Ateitis v. FK Arsenal v. OFK Grbalj, FK Budva & FIFA

CAS 2023/A/9995 JK Narva Trans v. Hawks FC & FIFA

CAS 2023/A/9976 Klubi I Futbollit Vllaznia Shkodër v. Valleta FC

xiv. Sporting Succession decided in the Football Tribunal

CAS 2023/A/9512 Cruzeiro Esporte Clube Sociedade Anonima Do Futebol v. Alejandro Ariel Cabral & FIFA (Award 30 April 2024)

In this dispute, Mr Ariel Cabral (the "Player") had initially signed a one-year employment contract with Cruzeiro EC (the First Employment Agreement), which was extended (the Second Employment Agreement). Subsequently, a Termination Agreement regarding the First Employment Agreement was reached, with outstanding amounts and social security payments agreed upon.

Due to the Cruzeiro EC's failure to pay, the dispute was taken to the DRC, raising issues concerning the sporting succession of Cruzeiro EC by Cruzeiro SAF. The DRC, after evaluating the case, partially accepted the Player's claim. It found that the dispute fell under its jurisdiction, considering the international dimension of the dispute. Furthermore, after admitting a clerical mistake, the DRC rectified its decision, determining that Cruzeiro SAF, being almost identical to Cruzeiro EC in various aspects, was the sporting successor and thus liable for the financial obligations towards the Player.

Cruzeiro SAF contested this decision, appealing to CAS on multiple grounds. Firstly, it argued a breach of procedural rights, alleging unilateral modification of the decision by FIFA without adequate opportunity for response. Secondly, it challenged the jurisdiction of the DRC, asserting that disputes should have been resolved by the Brazilian NDRC due to conflicting clauses in the employment contracts. Lastly, it disputed the concept of sporting succession, contending that Cruzeiro SAF, as a distinct legal entity, should not be held liable for debts incurred by Cruzeiro EC.

In response, the Player and FIFA refuted these claims, emphasising CAS's authority to rectify procedural irregularities and the adequacy of the DRC's jurisdiction. They argued that Cruzeiro SAF's status as the sporting successor of Cruzeiro EC was supported by various criteria outlined in FIFA regulations. Additionally, the CBF was allowed to participate as an *"amicus curiae,"* advocating for the alignment of the NDRC with both FIFA regulations and Brazilian law.

In addressing the merits of the case, the Panel first examined whether the DRC had breached Cruzeiro SAF's procedural rights by amending the decision. It was found that Cruzeiro SAF had opportunities to contest the claim during the proceedings but failed to do so due to internal disorganization. Furthermore, regarding the principle of '*ne ultra petita*", the Panel deemed the amendment a correction of an obvious mistake permissible under Article 15(8) of the FIFA Procedural Rules.

Moving on to the issue of jurisdiction, the Panel determined that the DRC was competent to decide on disputes arising from the Termination Agreement. However, it noted that disputes arising from the Second Employment Agreement were intended to be resolved by the NDRC, prompting an assessment of the NDRC's independence as an impartial tribunal.

In this context, it was determined that the NDRC did not meet the criteria for independence outlined in Article 22 RSTP.

Lastly, the Panel examined whether Cruzeiro SAF should be considered the sporting successor of Cruzeiro EC. While it concluded that Cruzeiro SAF indeed qualified as the sporting successor based on FIFA regulations, it took into account the implications of Brazilian insolvency law, particularly the SAF Law, which allows football clubs to restructure debts and limit liability upon incorporation as a football corporation.

Ultimately, the Panel found that Cruzeiro SAF's liability for the debt owed to the Player was governed by Brazilian national law and the terms of the approved Plan. As a result, it rejected the amount determined by the DRC, aligning with the legal framework established by Brazilian Law.

Therefore, the appeal was partially upheld, and the appealed decision was amended accordingly.

CAS 2023/A/9836 Sergio Fernando da Silva Rodrigues v. Asociata Club Sportiv Fotbal Club Brasov

CAS 2023/A/9837 Bruno Alexandre Marques Madeira v. Asociata Club Sportiv Fotbal Club Brasov

CAS 2023/A/9838 Diogo de Almedia Santos v. Asociata Club Sportiv Fotbal Club Brasov

CAS 2023/A/9839 Mislav Leko v. Asociata Club Sportiv Fotbal Club Brasov (Award 19 September 2024)

This Award decided the appeals separately filed by the former professional football players Sergio Rodrigues, Bruno Madeira, Diogo Santos and Mislav Leko (the "Players") against the Romanian club Associatia Club Sportiv Fotbal Club Brasov ("Brasov"), in relation with the decision rendered by the DRC.

The dispute was centred on whether the Respondent was the successor of Fotbal Club Brasov or not, and, if so, it was financially responsible for the debt its predecessor had with the Appellants. The Players based their argument on the fact that the Respondent had a similar name and used identical colors as its predecessor, it had the same logo, similar uniforms, used the same stadium, and shared the same history and sporting achievements as the above-mentioned club, and therefore, was the successor of the Fotbal Club Brasov according to the Article 25(1) RSTP.

In this regard, the Sole Arbitrator made an interpretation of Article 25 RSTP and 21 FDC, establishing that the purpose of "sporting successor" is to ensure the implementation of the decisions rendered by FIFA, or eventually, a decision issued by CAS, and not to directly to sue a "sporting successor" for a breach of contract committed by the former club. Thus, the Sole Arbitrator clarified that the concept of "sporting successor" is exclusively based on FIFA regulations and does not have any legal grounds in mandatory statutory law, nor under Swiss law.

Considering the above, all four appeals were rejected, and the Appealed Decision was confirmed.

Other disputes of Sporting Succession decided in the Football Tribunal

CAS 2022/A/9288 FC Metalist v. David Caiado Dias

xv. Other cases of interest

CAS 2023/A/10224 Fortuna Dusseldorf 1895 e.V. v. K.V.R.S. Waasland SK Bevere (Award 26 September 2024)

The present appeal was initiated against a decision passed by the PSC, which ordered Fortuna Dusseldorf to pay Waasland SK Beveren certain outstanding payments pursuant to Clause 3.3 of a Transfer Agreement between the clubs.

At CAS, the Panel firstly allowed the testimony of a witness who had not been listed in the Answer, as he had been referred to in numerous places of the Answer and in a number of exhibits connected to negotiations in which that witness had been involved. The Panel thus considered his testimony pertinent.

Secondly, after hearing the relevant witnesses, the Panel concluded that there was no convincing evidence of a common intention regarding the bonus under Clause 3.3 at the time of the Transfer Agreement's execution. Therefore, the Panel needed to examine the objective interpretation of Clause 3.3.

In this regard, the Panel concluded that the Appellant understood the text to provide for a guaranteed unconditional bonus. Hence, the Panel dismissed the Appellant's appeal and confirmed the Appealed Decision.

CAS 2023/A/9744 Al Fayha Club v. Club FK Crvena Zvezda (9 February 2024)

In this case, Al Fayha Club ("Al Fayha") and FK Crvena Zvezda ("Crvena") had been involved in a dispute over the transfer of the player Milan Pavkov (the "Player").

While Al Fayha claimed to have made the payment on time, Crvena argued that the payment was late and incomplete. Al Fayha blamed the delay on the intervention of the Office of Foreign Assets Control ("OFAC"), which blocked the transfer. Despite Al Fayha's claims, Crvena argued that the payment had not been received by the agreed deadline and lodged a claim with the PSC.

The PSC issued a decision partially upholding Crvena's claim, ordering Al Fayha to pay default interest and the contractual penalty agreed upon in the transfer agreement.

Before CAS, Al Fayha challenged the PSC decision and argued that no default interest should be applied. Al Fayha argued that it had instructed its bank to pay the transfer fee on time, had acted in good faith, and had provided Crvena with all the necessary payment documents. Al Fayha also claimed that the delay in payment was beyond its control, highlighting the intervention of OFAC and Crvena's refusal to provide additional information to the intermediary bank. Finally, Al Fayha requested that Crvena be ordered to pay a penalty for breach of Article 9.2 of the transfer agreement, which stated that each party shall pay its share of the costs in advance, which Crvena refused to do.

The Sole Arbitrator noted that although Al Fayha claimed that the payment had been made on time, the evidence suggested otherwise, as the transfer fee was credited to Crvena's account one month after the agreed deadline. He emphasized Al Fayha's obligation to ensure timely payment and pointed to the lack of evidence of proactive efforts to expedite the process. In addition, the Sole Arbitrator criticized Al Fayha's failure to provide a complete record of its communications with OFAC and the inadequacy of its justification for the late payment.

In this regard, he considered that the conditions set out in the transfer agreement for triggering the penalty clause had been met and concluded that the amount of the sanction imposed on Al Fayha was justified and valid under Swiss law.

Concerning Al Fayha's claim for a penalty in respect of Crvena's breach of Article 9.2 of the transfer agreement, the Sole Arbitrator cited CAS precedents and stated that in some cases new claims may be admissible in appeals. He emphasized that the claim was directly related to the transfer agreement and that Al Fayha could not possibly have raised the claim before the PSC or before the filing of the Appeal, and thus upheld the claim.

As a result, the appeal was partially upheld concerning the alleged breach of Article 9.2 of the Transfer Agreement, and the appealed decision was confirmed. In other words, Al Fayha was entitled to the penalty agreed in the mentioned article, but all the other requests were dismissed.

CAS 2023/A/10103 FC Shakhtar Donetsk v. Olympique Lyonnais (10 September 2024)

This appeal was lodged by the Ukrainian club FC Shakhtar Donetsk ("Shakhtar"), against the French club Olympique Lyonnais ("OL"), in relation with the decision issued on 9 October 2023 by the PSC.

The factual background of the case has its origin on the transfer of Mr Mateus Cardoso Lemos Martins (the "Player"). The Player originally had a contract with the Shakhtar, however, due to the suspension of his contract in accordance with Annex 7 RSTP, he was transferred to OL, which later transferred the Player to the Leicester

City. Such transfer generated a payment of € 950,000 to the OL, which Shakhtar claimed represented unjust enrichment for OL and violated its economic rights by not getting any financial benefits with the transfer of their Player, that was with the OL "under loan".

Moreover, Shakhtar argued that there was a lacuna on Annex 7 RSTP, that did not address the possibility of clubs that received players under this regulation, to later transfer them to a third club.

The Panel after evaluating all parties' arguments and evidence, and analyzing the Annex 7 RSTP, concluded that said regulation was not meant to protect the Ukrainian's clubs financial interests during the war, but to provide the possibility for players to move to other clubs abroad without obstacles under those circumstances. Additionally, the Panel recalled that CAS' role is not to legislate or create new rules, but only to control the correct interpretation and application of existing regulations of a sport federation like FIFA.

Likewise, since there was no loan agreement signed between Shakhtar and OL, the Panel found that the situation did not meet the criteria for loans established in Article 10 RSTP, instead, the Panel decided the player's situation was exclusively regulated by Annex 7 RSTP, and therefore, OL was able to transfer the Player to a third club.

Lastly, when addressing the Appellant's argument of unjust enrichment, the Panel found that the amount of money the Respondent received from the third club, was related with the termination of the Player's second contract and not a profit from Appellant's rights with the Player, being the financial operation a compensation from the Respondent's loss of the player (which wanted to leave the club) without causing any financial harm to the appellant. Thus, the Panel concluded that OL had acted in good faith and had not exploited Annex 7 RSTP.

In light of the above, the appeal was dismissed, and accordingly, the decision of the Football Tribunal was confirmed.

CAS 2023/A/9670 LOSC Lille v. Sporting Club de Portugal & FIFA

CAS 2023/A/9671 Sporting Club de Portugal v. LOSC Lille (13 November 2024)

This appeal was lodged against a DRC decision that originated from a final and binding CAS Award by means of which the original dispute between LOSC Lille ("LOSC") and Sporting Club de Portugal ("Sporting") had been referred back to FIFA, specifically to determine the amount to be paid by LOSC to Sporting as compensation for a Player's breach of contract.

The DRC was bound by the Panel's instructions in the CAS Award, receiving a strictly defined or limited mandate to determine the

compensation to be paid by LOSC. The original CAS Award had specifically ordered the DRC to *"[…] decide on Sporting Clube de Portugal's claim for compensation against LOSC Lille being bound to the legal directions and findings expressed in this Award"*.

After the subsequent DRC decision had determined the amount to be paid by LOSC (i.e., EUR 16,500,000), LOSC and Sporting both decided to appeal it before CAS.

Before addressing the merits of the case, the Panel first considered Sporting's request to bifurcate the proceedings and declare LOSC's appeal inadmissible because it had already paid the amounts established in the Appealed Decision. However, the Panel noted that LOSC made the payment under the reservation of its rights and without prejudice to contesting the DRC decision. Therefore, given that the appeal was filed properly and within the statutory limits, the appeal was deemed admissible.

Regarding the Panel's scope of review, LOSC defended that the Panel had the competence to review the cause of the dispute. On the contrary, FIFA and Sporting defended that the Panel was limited to quantifying the amount of compensation due by LOSC.

The Panel agreed with Sporting and FIFA and concluded that while it retained the right to perform a *de novo* review, it would be within the DRC's mandate.

About the compensation amount, LOSC requested the Panel to reduce it to zero. On the other hand, Sporting requested the Panel to set a EUR 45,000,000 based on Article 11 of the Employment Contract, which stipulated a EUR 45,000,000 payment for an unjustified breach, and the benefit LOSC received from transferring the Player to A.C. Milan, which amounted to EUR 47,000,000. Sporting provided no further substantiation of the alleged damage.

The Panel noted the potential outcomes: if it agreed with Sporting, LOSC would have to pay the additional amount; if it agreed with LOSC, Sporting would have to reimburse LOSC; if it confirmed the Appealed Decision, neither party would owe any further amount.

The Panel found the DRC's decision reasonable and upheld it, as neither Sporting nor LOSC provided strong arguments against it.

In sum, the Panel dismissed both appeals and confirmed the Appealed Decision in full.

Judicial Bodies

Disciplinary Committee and Appeal Committee

i. Failure to respect decisions.

CAS 2023/A/9611 Al Merrikh Sports Club v. FIFA (Award 14 February 2024)

In Al Merrikh Sports Club ("Al Merrikh" or the "Club") v. FIFA, the dispute centred on the alleged failure of the Sudan Football Association ("SFA") to comply with three previous CAS awards (the "Awards").

Initially, the SFA's consideration of which of two competing lists constituted the Club's legitimate executive committee led to Al Merrikh lodging three separate appeals before CAS, all of which were upheld.

However, Al Merrikh later filed a complaint with the FIFA Disciplinary Committee (hereinafter the "Disciplinary Committee"), arguing that the SFA had failed to comply with the Awards. It requested that the member association be held liable for violating Article 15 FIFA Disciplinary Code (hereinafter "FDC") (ed. 2019).

The Disciplinary Committee noted that the Awards sought to be enforced did not meet the requirements for FIFA to intervene in accordance with Article 21 FDC, ed. 2023, as the dispute appeared to be an internal matter. FIFA therefore forwarded the complaints to the SFA and the Confederation Africaine de Football (CAF) for its consideration.

On appeal in CAS, Al Merrikh asserted FIFA's jurisdiction over the dispute. The club emphasized its legal standing and its interest in the enforcement of the Awards, stressing its role as a party to the FIFA proceedings.

Al Merrikh referred to Article 15 FDC (ed. 2019), which concerned FIFA's enforcement powers and procedures in the event of non-compliance, as well as Article 52 FDC. In addition, the Club argued that the Disciplinary Committee should have jurisdiction due to Al Merrikh's direct involvement in the case and the financial and sporting interests at stake.

FIFA, on the other hand, claimed that the Club had failed to put forward any substantive arguments on the merits of its appeal and that the absence of the SFA as a respondent in the appeal undermined its legitimacy.

It argued that Al Merrikh lacked standing to bring the appeal on the basis of Article 52(2) FDC and had no tangible financial or sporting interests at stake. In addition, FIFA highlighted the inability of the Disciplinary Committee to enforce the operative parts of the Awards, as these had merely annulled the contested decisions without issuing any specific orders to the SFA.

Firstly, the Sole Arbitrator recognized the Disciplinary Committee's authority to initiate proceedings pursuant to

Article 52(1) FDC and clarified that, while third parties may report infringements, they do not acquire procedural rights in the disciplinary proceedings.

In this regard, he stated that, as a general rule, when a communication/complaint is filed, the proceedings only concern the accused parties and not the communicator/complainant of the violation.

The Sole Arbitrator also agreed with previous CAS jurisprudence, which has found that this action simply alerts FIFA of a potential disciplinary breach, leaving it to FIFA's discretion whether or not to initiate proceedings. This, together with the fact that the club's complaints were submitted in accordance with Article 15(1) FDC [ed. 2019], led the Sole Arbitrator to conclude that Al Merrikh would not have become a party to the FIFA proceedings even if they had been opened.

Furthermore, the Sole Arbitrator considered whether the Club had a legally protected and tangible interest in the matter within the meaning of Article 58(1) FDC.

In this regard, he recalled that the burden of proving a personal, direct, and concrete legal interest lies with Al Merrikh. However, he found that the Club had not put forward any arguments in its appeal brief to establish its standing to sue, and therefore dismissed the appeal.

Lastly, and for the sake of completeness, the Sole Arbitrator considered the Club's failure to join the SFA as a Respondent and noted that in an appeal seeking the commencement of disciplinary proceedings or the imposition of sanctions, the party against whom disciplinary action is sought must be named as a respondent.

In light of the above, Al Merrikh's appeal was dismissed.

CAS 2023/A/9829 Ianos-Jozsef Szekely v. FC Pari Nizhny Novgorod & FIFA (Award 6 March 2024)

Mr Szekely (the "Player") filed a complaint before the DRC due to the breach of FC Pari Nizhny Novgorod (the "Club"). The DRC ruled in favour of the Player and ordered the Club to pay outstanding salaries and compensation to the Player. The Club appealed before CAS, which upheld the DRC decision.

Despite these rulings, the Club failed to comply with the payments and, as a result, the Player requested FIFA to open disciplinary proceedings. The Disciplinary Committee confirmed the Club's failure to comply with the previous decision. Subsequently, the Club unsuccessfully appealed the Disciplinary Committee's Decision to CAS.

Due to the Club's persisting non-payment, the Player requested FIFA to impose a registration ban on the Club, which was granted. Subsequently, the Club sent a letter to FIFA, where it informed that it had performed all payments according to the Disciplinary

Committee's Decision, leading to the lifting of the registration ban imposed.

However, the Player contested the Club's compliance, alleging it had not fully settled its debt, as it had not paid interest on the compensation awarded. He requested the reinstatement of the registration ban, but his request was rejected by FIFA, and the Player filed an appeal against this letter.

The Player contended before CAS that the Club owed outstanding interest as per Swiss law and the FIFA regulations. Despite the Club's claim of full compliance, he emphasized that it had failed to pay the accrued interest, warranting reinstatement of the registration ban and additional disciplinary measures in accordance with Article 21(3)(b) FDC.

Firstly, the Panel determined the scope of the appeal, highlighting that the Appealed Decision concerned the permanent lifting of a disciplinary ban on the Club. Therefore, the Panel focused on whether the conditions for lifting the ban were met, specifically regarding the Club's liability to pay interest on awarded amounts.

The Panel concluded that the Disciplinary Committee's mandate was solely to determine if the Club fully settled its financial obligations as specified in the decision, without delving into additional rights or obligations between the parties.

As neither decision explicitly addressed interest, the Panel determined that the Disciplinary Committee appropriately concluded that the Club fulfilled its obligations.

They emphasised that the Player's potential entitlement to interest arose after the relevant decisions were issued. Additionally, the Panel reiterated that the Disciplinary Committee's review was limited to assessing whether the Club had complied with its obligations as defined in the relevant decisions.

Consequently, the Panel rejected the Player's claim that the conditions for lifting the ban were not met. Therefore, the appeal was dismissed, and the appealed decision was confirmed.

CAS 2024/A/10529 Member Association v. FIFA (Award 20 September 2024)

The present dispute concerns the breach of Article 21 FDC by a FIFA member association (the "Association") due to its failure to implement a registration ban at the national level against one of its clubs, which registered 23 players during the ban. For this reason, FIFA imposed a fine of CHF 30,000 on the Association.

At CAS, the Appellant expressly admitted its misconduct. However, it also argued that its failure was justified because it misunderstood the meaning of the expression "registration ban" as "transfer ban."

The Panel considered that the Association was not diligent enough and that FIFA's regulations and communications were clear and unequivocal in stating that the relevant club was subject to a "ban on registering new players". Moreover, if the Association had any doubt, it should have sought clarification from FIFA, which it did not do.

The Panel noted that a higher standard of legal proficiency should be expected from a FIFA member association, as such bodies are responsible for regulating football at the national level.

Lastly, the Panel noted that the Association failed to prove that the CHF 30,000 sanction was grossly disproportionate to the offense and, therefore, did not have the power to alter it.

ii. Sporting succession, bankruptcy, and diligence of creditors

CAS 2023/A/9755 FC Kosice a.s. v. Oumar Diaby & FIFA (Award 19 March 2024)

The dispute originated from an employment contract between Mr Diaby (the "Player") and FC VSS Kosice (the "Old Club"), which led to restructuring proceedings initiated due to financial difficulties faced by the Old Club.

Despite restructuring, debts remained unpaid, prompting the Disciplinary Committee to open disciplinary proceedings against the club for violating Article 21 FDC. Meanwhile, a FC Kosice (the "New Club") emerged from the merger of two other clubs and commenced its operations, with the Player claiming it to be the sporting successor of the Old Club.

In this regard, FIFA opened investigations, and considering the New Club's foundation post-restructuring, its operational and personnel continuity with the Old Club, shared branding elements, and managerial ties, it was deemed the Old Club's successor.

Consequently, the Disciplinary Committee held the New Club responsible for the debt incurred by the Old Club. Additionally, the Player's diligence in pursuing his claim was considered satisfactory, as he wasn't informed of the Old Club's restructuring proceedings, relieving him of any fault in the non-recovery of his credit.

The New Club filed an appeal before CAS, seeking the overturning of the decision and establishing that it was not the sporting successor of the Old Club, thereby avoiding its financial obligations. The New Club argued that it did not meet the criteria for sporting succession outlined in CAS precedent cases, citing differences in ownership, competition level, and fan base.

Additionally, the Player's claim was questioned, emphasising his lack of diligence in pursuing his debt from the Old Club, which remains an active entity. The New Club asserted that the Player's failure to participate in the restructuring process of the Old Club precluded him from pursuing his claim.

On the other hand, the Player and FIFA argued for the recognition of sporting succession, emphasising the transfer of essential elements from the Old Club to the New Club, regardless of legal structure differences. Additionally, they criticised the Player's alleged lack of diligence.

The Sole Arbitrator conducted a thorough analysis to determine whether the New Club could be considered the sporting successor of the Old Club. His analysis took into account various factors and legal principles, as well as the specific circumstances of the case.

Firstly, the Sole Arbitrator acknowledged the concept of sporting succession, which holds that a new club may inherit the financial obligations of an old club if deemed the sporting successor. He highlighted that this concept aims to promote contractual stability and prevent clubs from avoiding financial responsibilities.

However, he noted that the situation in this case was unique. He highlighted that, unlike cases where the old club had ceased to exist, the Old Club had undergone a restructuring plan and continued its operations, questioning the applicability of sporting succession. Consequently, he considered evidence such as the Old Club's ongoing commercial activities and confirmation from the Slovak FA that the club was not undergoing insolvency proceedings. He also considered that both the Old Club and the New Club coexisted as separate legal entities with different shareholders. Moreover, the Sole Arbitrator examined whether there was any evidence of abusive intent or identity theft on the part of the New Club.

Finding no indication of such behaviour, the Sole Arbitrator concluded that the New Club was not usurping the essential features of the Old Club or engaging in fraudulent activities. Ultimately, he determined that the New Club did not meet the criteria necessary to be considered the sporting successor of the Old Club.

Therefore, the appeal was upheld, and the appealed decision was set aside.

CAS 2023/A/9807 Yeni Mersin Idmanyurdu A.S. v. Spas Borislavov Delev & FIFA

The Award revolves around the question whether the Appellant, Yeni Mersin Idman Yurdu A.S. ("YM2"), is the sporting successor of Mersin Idman Yurdu SK (now called Talim Yurdu SK("YM1") and should therefore be held liable for the payment of the debt that YM1 assumed towards the player Mr Delev.

The Panel proceeded by providing its understanding of the objective

function of Article 21(4) FDC in view of CAS case law that has not been linear. It was found, however that the absence of *stare decisis* should not lead to a disregard of past case law. The Panel started by underscoring that a finding of sporting succession does not have to be predicated on the commission of illegalities. The Panel further established the *"raison d'etre"* for Article 21(4) FDC, what it clarifies, and its operation in the realm of CAS case law.

The Panel further proceeded with several considerations:

- sporting succession is not legal succession;
- the justification for the concept of sporting succession is based on the legal maxim *cuius commoda, eius et incommode*;
- sporting succession does not necessarily entail the commission of illegalities;
- The original club does not need to be extinct or disaffiliated to be able to conclude that sporting succession occurred;
- The limits of "due diligence" have not been adequately circumscribed in case law and panels have not always disaggregated the concept in a meaningful manner;
- The important elements, relevant elements and elements of minor importance to assess sporting succession. The Panel listed the agreements and disagreements in the existing jurisprudence and points out several issues that in its view are left open in Article 21(4) FDC regarding these criteria.

Generally, the Panel conducted an exercise in establishing its understanding of Article 21(4) FDC and other aspects (co-existence of clubs, the standard of review etc.).

Finally, the Panel applied said understanding of Article 21(4) FDC to the specificities of the case. It sorted with defining two issues: (1) what is the weight given to the criteria and (2) and how do YM1 and YM2 share seven criteria, which it regrouped as being: (i) name, (ii) team colours, (iii) the logo of the team, (iv) shareholders/stakeholders/owners/management, (v) sharing the same stadium, (vi) sharing the same history, and (vii) sharing football players.

The Panel focused its attention to the five criteria where disagreement existed between the parties:

- Name: the name of YM2 was sufficiently close to that of YM1 to create the public perception that YM2 was indeed the successor club.
- Team colours: colour differentiation is perceived to be a distinctive characteristic to precisely avoid confusion. It was held that YM2 seems to have walked the opposite way when deciding on its team colours.
- Team logo: this was the least problematic of the assessments since the two logos (YM1 and YM2) look remarkably similar. The argument that there is no trademark violation was dismissed as not being meritorious.
- Shareholders/stakeholders/ownership/management: the owners of YM1 have never been owners of YM2. The Panel paid heed to the fact that the overlapping management could have contributed towards creating public perception of succession. The timing of arrival and departure of the five board members coincides with the timing of YM1 fading away and YM2 joining the professional leagues.
- Sharing the same stadium: the Panel adopts a "reasonableness" standard to address the issue, it found it hard to accept that YM2 intentionally created a public perception of succession by playing in the same stadium where YM1 used to play, even though it might have profited from doing so in creating a certain public image.
- History: In the Panel's view, what matters was whether in the eyes of the public YM2 took steps to pick up the trail from where YM1 had left it, e.g. the various demonstrations organized by YM2 aiming to show the historical link between YM2 and YM1 contribute towards establishing a public perception of continuity.
- Players: sharing 23 players overall contributes towards reinforcing the public perception of continuity between the two clubs.
- Due diligence when Original Club is still in existence: the Panel considers Article 21(4) FDC concerns a case of joint

liability, because of which there is a duty of due diligence for the creditor. It however found that the Player observed his duty of diligence by behaving as a complainant accordingly and was under no further duty to issue a mandatory passive rejoinder.

The Panel concluded that what matters is whether an assessment of criteria leads to the conclusion that the public perception has been tilted towards a scenario of succession between clubs. The appropriate standard of review is that of preponderance of evidence. The Panel rewrote the quintessential question of the dispute as being: *"is it likelier, in light of the evidence presented, that the public perception is that YM2 is the successor club to YM1, or not?"*. In the Panel's view, the response to this question is affirmative: the name, the logo, the outfit, sharing the players, the timing (key events occur when YM2 is the ascending and YM1 the descending power), the attempt to link up the history of the club, all points towards a scenario of succession. While neither the identity of the management, nor the fact that the two clubs shared the same stadium provide strong support of succession, they did not detract from the overarching conclusion.

The Panel therefore found that YM2 should be considered the successor club to YM1 and dismissed the appeal.

CAS 2023/A/9356 E. v. RNK Split & FIFA (Award 26 September 2024)

The mentioned procedure was initially originated due to a decision rendered by the DRC which ordered the Croatian club RNK Split (the "Club"), to pay an Albanian player (the "Player"), a determined amount of money as outstanding remuneration owed to the player, plus a compensation for breach of Employment Contract.

However, upon the Player's claim of not receiving the condemned sum of money, a disciplinary procedure was initiated against the Croatian Club. During this process, the club demonstrated its involvement in a prebankruptcy procedure, and a bankruptcy agreement signed by, among others, the Player. Considering said findings, FIFA's Disciplinary Committee decided to terminate the proceedings opened against the club based on the Article 55(b) FDC (ed. 2019). This decision led the Player to file the appeal against the Disciplinary Decision.

During the CAS procedure, the Sole Arbitrator agreed with FIFA's argument that the underlying rationale of Article 55(b) FDC allowed its application to the matter at hand, as no fault can be attributed to the Club for failing to comply with the DRC Decision that led to the Disciplinary procedure.

This because the Pre-Bankruptcy Agreement that was signed in this case reduced or rejected credits awarded after its signing, such as, the credit awarded on the DRC decision.

The Sole Arbitrator also concluded that it would be illegitimate and potentially against substantive public policy if the Disciplinary Committee had imposed sanctions on the Club for its alleged non-compliance with the DRC Decision, to the extent that the payment obligations arising from the latter, would have exceed the payment obligations arising out of the Pre-Bankruptcy Agreement. Additionally, if FIFA had imposed sanctions to the Club, such decision would have violated the principle of *paritas creditorum*, by putting the Player in an advantaged position in front of other creditors.

CAS also disregarded any bad faith from the Club's behavior during the pre-insolvency proceedings.

For the reasons above, the Sole Arbitrator decided that the Bankruptcy Agreement barred the Club from fully complying with the DRC Decision, and therefore, the Disciplinary Committee had correctly decided to close the disciplinary proceedings against it. The appeal was consequently dismissed.

CAS 2023/A/9809 Karpaty FC v. FIFA & Cristóbal Márquez Crespo & FC Karpaty Halych (Award 18 July 2024)

In this case, the CAS Panel was tasked with assessing the sporting succession of a Ukrainian club, in connection with its debt towards a footballer.

First of all, the Panel analysed whether any of the Appellant's procedural rights had been violated during the first-instance proceedings before the Disciplinary Committee. In this respect, the Panel noted that the Appellant claimed that its right to be heard had been violated during the proceedings that led to the issuance of the Appealed Decision since the Disciplinary Committee failed to adequately address *"the objective and subjective elements asserted by the Appellant regarding the sporting succession"*.

In this respect, the Panel firstly recalled that any procedural flaw can be cured *de novo* by CAS pursuant to Article R57 CAS Code. Furthermore, the Panel pointed out that *"the fact that the result of* [the disciplinary proceedings before FIFA] *is not favourable to the Appellant's interest does not entail that the Appellant's related arguments were not duly considered by the FIFA DisCo."*

The Panel concluded that no procedural rights of the Appellant had been infringed in the previous instance, and any potential shortcomings would be remedied within the CAS proceedings.

Regarding the Appellant's claim for the mandatory joinder of Karpaty Halych, the Panel found the argument unpersuasive. It noted that the Parties had agreed that the proceedings were governed by Chapter 12 of the Swiss PILA, rendering references to Articles 81 and 82 CCP inapplicable. The Panel also highlighted that the FIFA regulations do not obligate the

involvement of third parties unless a legal relationship necessitates a single binding decision for all parties involved. The Appellant failed to demonstrate such a relationship or justify Karpaty Halych's mandatory joinder. The Panel held that the Appellant's allegations of a violation of fair proceedings were unsubstantiated, and the request to refer the case back to the Disciplinary Committee was dismissed.

In continuation, the Panel analysed whether Karpaty Halych had standing to be sued. In this respect, CAS concluded that *"to the extent that the* [Karpaty Halych] *might be affected by the outcome of the present appeal proceedings should the pertinent prayers for relief submitted by the Appellant are to be upheld, [...] Karpaty Halych has standing to be sued in the context of the present proceedings."*

Subsequently, the Panel proceeded to analyse the finding of the Disciplinary Committee that the Appellant (i.e., the New Club) was the sporting successor of the Original Debtor, Karpaty Lviv.

In this respect, the majority of the Panel concluded that, although this is not a "textbook" case of sporting succession *"in the sense that the "sporting predecessor" in question was never disaffiliated from the UAF nor set under liquidation as in many similar cases adjudicated by CAS"*, Article 21(4) FDC *"does not require that the previous club ceases to exist as a precondition for one to ascertain the succession between two football clubs."* Differently put, the majority of the Panel considered that the fact that the Original Debtor remains "active" does not affect the assessment, the Panel thus proceeded to make such assessment on sporting succession.

As advanced, the central issue in the case revolved around whether "Karpaty FC LLC" (the Appellant) should be considered the sporting successor of "Karpaty Lviv FC" (the Original Debtor). The Appellant denied this designation, arguing that the responsibilities for the Original Debtor's contractual breaches fell on Karpaty Halych. It contended that the two entities were legally and operationally distinct, with separate management and ownership structures. The Appellant further asserted that it did not acquire the assets or federative rights of the Original Debtor, which were instead transferred to Karpaty Halych, including academies and parts of a transfer fee. It also claimed that similarities in names and logos were insufficient to establish sporting succession and argued that such a conclusion required evidence of fraud or abuse.

The Respondents countered that the Appellant was indeed the sporting successor, highlighting the Appellant's adoption of key elements of the Original Debtor's identity—its name, logo, history, and achievements—and its public portrayal as a continuation of the Original Debtor. They alleged that Karpaty Halych was used strategically to create confusion and delay obligations.

The CAS Panel determined that the Original Debtor remained legally active despite ceasing football activities after the 2020/2021 season. The Panel found that the Appellant publicly portrayed itself as "Karpaty Lviv FC," used the Original Debtor's logo under a licensing

agreement with a fan organization and relied heavily on its predecessor's legacy. According to CAS jurisprudence, sporting succession could occur even if the predecessor club remained legally active, as long as essential elements of its sporting identity—such as name, logo, fans, history, and achievements—transferred to a new entity.

The evidence revealed that the Appellant had adopted significant components of the Original Debtor's sporting identity. It leased the same stadium, used the same colors, and received fan support and public perception as a continuation of Karpaty Lviv FC. In contrast, Karpaty Halych operated in a different city, did not use the Lviv stadium, and did not rely on the legacy of the Original Debtor.

The Panel reviewed various factors, including the transfer of players and staff. Four (4) players of the Original Debtor had transferred directly to the Appellant, while others had joined after intermediate affiliations. Thirteen (13) players and a youth coach had joined Karpaty Halych over 2020–2022. However, these connections were deemed less relevant compared to the broader public perception and adoption of the Original Debtor's sporting identity by the Appellant.

The Panel concluded that the Appellant was the sporting successor of the Original Debtor, noting that essential elements of the club's sporting identity had been preserved and transferred. The Appellant's actions demonstrated an intent to continue the legacy of Karpaty Lviv FC while separating itself from past liabilities. Consequently, the Appellant was held responsible for the debts and obligations of the Original Debtor under Article 21(4) FDC.

In continuation, the Panel evaluated whether the Player was adequately diligent in attempting to recover outstanding amounts from the Original Debtor. The Appellant argued that the Player contributed to the current situation by failing to pursue claims against the Original Debtor through Ukrainian national courts. However, the Panel disagreed, noting that: (i) the Player actively sought to enforce the CAS Award by repeatedly communicating with FIFA, and (ii) the Player's attempts to engage FIFA were reasonable given the circumstances. Pursuing the matter in Ukrainian courts would have been futile, as the CAS Award carried *res judicata* effect, making any further claims inadmissible.

Thus, the Panel concluded that the Player was diligent in enforcing his rights and seeking payment from the Original Debtor.

Given the conclusion that the Appellant is the sporting successor of the Original Debtor, the Panel determined that the Appellant should comply with the obligations outlined in the CAS Award.

Consequently, the Panel dismissed the appeal and confirmed the appeal decision.

Other cases related to Insolvency, Bankruptcy, Sporting Succession and creditor's diligence:

CAS 2023/A/10431 Yeni Mersin Idmanyurdu Futbol v. Milan Mitrovic & FIFA

CAS 2023/A/9768 Adriano Aparecido Narcizo v. Melaka FC & FIFA

CAS 2023/A/9368 S. v. RNK Split & FIFA

CAS 2023/A/9357 A. v. RNK Split & FIFA

CAS 2023/A/9823 Jurica Buljat v. FC Metalist Kharkiv & FIFA

iii. Discrimination and inappropriate behavior of fans

CAS 2023/A/9972 Federación Mexicana de Fútbol Asociación vs FIFA (Award 10 October 2024)

Several Mexican fans chanted homophobic slurs during two matches of the FIFA World Cup Qatar 2022.

After the relevant investigation, the Disciplinary Committee fined the Federación Mexicana de Fútbol ("FMF") with CHF 100,000 and ordered it to play the next FIFA competition match without spectators (the latter disciplinary measure was suspended for a probationary period of two years).

The FMF appealed this decision before the FIFA Appeal Committee, which reduced the fine to CHF 50,000 (ordering this amount to be invested in anti-discrimination measures) and suspended an additional CHF 50,000 fine for a probationary period of six months. The FMF was also ordered to play a match with limited spectators, with 20% of seats closed, suspended for a probationary period of two years.

This decision was appealed by the FMF before CAS on four grounds: (i) its non-liability for the organization of the tournament; (ii) the anti-discrimination actions for several years should mitigate its liability (if any); (iii) FIFA's contribution to the offense; and (iv) disproportionality of the sanctions.

Regarding the first point, the FMF called an expert who argued that under Swiss law, the FMF should not have been held liable because it did not have any control over the fans. However, the Panel found that FIFA's autonomy (through its regulations) allowed it to impose such responsibilities. The FDC holds federations responsible for their members' and fans' conduct, serving a preventive and deterrent function. Despite FIFA organizing the event, the FMF was involved in security and prevention measures, maintaining its responsibility. Consequently, the FMF's strict liability for the discriminatory acts of its fans was upheld, and the argument of non-liability was rejected.

Regarding the Appellant's argument that FIFA's conduct had contributed to

the offenses committed by spectators, since it had failed to make timely announcements or to implement the three-step protocol in both matches. The Panel found that in the first match, homophobic chants occurred before the game and at the 18:55 and 85:40 minutes; an announcement was made at the 90th minute, but only in English and Arabic (not in Spanish, i.e. the native language of the Mexican fans). In the second match, similar chants had occurred in the 94th and 96th minutes, with no reaction from FIFA. The FMF argued that FIFA had failed to make timely announcements or implement its three-step protocol in both matches.

The Panel acknowledged that FIFA's passive actions during the first match could be a mitigating factor, which was not considered by FIFA's disciplinary bodies. Regarding the second match, the Panel agreed with FIFA that at the time of the chants, there was limited opportunity to activate any action, as they occurred at the very end.

Consequently, the Panel decided to slightly modify the Appealed Decision by reducing the probationary period for the 20% seating reduction sanction from two years to one year.

The Panel also recognized the FMF's efforts against discrimination but noted that the offensive chants have continued, affecting the reputation of both the FMF and FIFA. The Panel suggested that stricter measures might be necessary to eradicate such behavior.

iv. Anti-Doping cases

CAS 2022/A/9341 FIFA v. Abdullah Alrouwely & SAADC (Award 22 April 2023)

This case involved FIFA v. Abdullah Alrouwely (the "Player") & Saudi Arabian Anti-Doping Committee ("SAADC"). After a match, the Player tested positive for Amphetamine, a prohibited substance, leading to disciplinary proceedings by SAADC.

The Player admitted to consuming tea, coffee, and Panadol before the match, citing them as the cause of the positive test. SAADC initially imposed a 90-day suspension, citing anti-doping rules, but FIFA intervened, seeking information from the Saudi Arabian Football Federation ("SAFF").

The SAFF provided documentation indicating the reduction of the suspension to three months based on the Player's explanation and it being his first violation. FIFA requested the complete case file, which was later provided.

Before CAS, FIFA appealed the decision made by SAADC regarding the Player's doping violation, seeking a four-year ineligibility period for him, arguing that the three-month suspension imposed by SAADC lacked legal justification. FIFA contended that the SAADC incorrectly evaluated the case, as the standard period of ineligibility for Amphetamine is four years unless proven otherwise, and the Player had

failed to demonstrate the form of the substance's entry into his system, any lack of intention, or the absence of significant fault or negligence.

FIFA also asserted that the Player's justifications lacked concrete evidence and thus a four-year sanction should have been imposed, with any served suspension time being credited. Conversely, the Player argued that he unknowingly ingested the prohibited substance at a wedding, where adding stimulants to beverages is a tradition, aiming to alleviate a headache caused by tea he had ingested, and treated with Panadol. Additionally, he asserted that the low concentration of the substance in his sample proves it was consumed out-of-competition and unrelated to sports performance enhancement.

After thoroughly examining the evidence and arguments presented by both parties, the Sole Arbitrator concluded that the Player had failed to prove that his violation of anti-doping rules was unintentional. Despite the Player's assertions that he unknowingly ingested the prohibited substance out-of-competition and without intent to enhance performance, the evidence provided was considered insufficient to substantiate these claims.

Consequently, in accordance with Article 20 of the FIFA Anti-Doping Regulations, the standard sanction of a four-year ineligibility period was imposed on the Player, with credit given for the provisional suspension already served.

Therefore, the appeal filed by FIFA was upheld and the Appealed Decision was set aside.

v. Protection of minors

TAS 2021/A/8233 Real Federación Española de Fútbol v. FIFA (Award 25 March 2024)

The case involved a dispute between the Royal Spanish Football Association ("RFEF") and FIFA concerning the registration of the Azerbaijani player Eldar Elxan Oglu Taghizada (the "Player"), who was a minor when the dispute arose.

The Player held licenses from the Catalan Football Association ("FCF"), which is affiliated with the RFEF, but the RFEF failed to register him in its database. Additionally, the Azerbaijan Football Association ("FAF") communicated that it had never received any International Transfer Certificate ("ITC") request from the RFEF.

Consequently, FIFA initiated disciplinary proceedings against the RFEF, resulting in a fine. The RFEF appealed to FIFA's Appeal Committee, but the appeal was dismissed, confirming the initial decision.

Dissatisfied with the decision, the RFEF filed an appeal before CAS, arguing that it had consistently complied with Spanish and FIFA regulations within Spain's legal framework, emphasizing the unique legal status of the RFEF within the Spanish legal system.

It contended that, according to Spanish law, Autonomous Communities (such as Catalonia) have exclusive competence in sports matters within their territories, meaning that Catalonia has exclusive authority over sports licences issued within its jurisdiction.

The RFEF asserted that it cannot impose regulations contrary to Catalonia 's law, and any sanctions from FIFA should be deemed invalid. The member association contended that FIFA's decision lacked legal basis, as the RFEF had not violated FIFA regulations regarding the protection of minors. Rather, the RFEF claimed it was punished for the actions of the FCF and the club involved in the registration process.

On the other hand, FIFA emphasised its commitment to protecting minors in football, citing the strict prohibition on international transfers of minors outlined in Article 19 RSTP.

FIFA contended that the RFEF's failure to detect and address these violations demonstrated a lack of proactive action to prevent breaches, indicating complicity in the violations. Additionally, FIFA disputed the RFEF's assertion of a conflict between FIFA regulations and Spanish law, insisting that the RFEF must adhere to FIFA rules.

Regarding the alleged conflict between Spanish laws on the protection of minors and FIFA regulations, the Sole Arbitrator highlighted that the burden of proof lay with the RFEF to demonstrate this. Despite the RFEF's cited laws and precedents, including decrees and resolutions from Catalan authorities, the Sole Arbitrator considered that there was no evidence that Spanish law prohibits compliance with FIFA regulations. Additionally, he emphasised that both Catalan and FIFA regulations aim to protect minors, suggesting compatibility rather than contradiction.

Therefore, the Sole Arbitrator concluded that there was no evidence of incompatibility, thereby confirming RFEF's obligation to apply FIFA regulations. Consequently, he examined whether the RFEF violated FIFA regulations regarding the protection of minors.

Firstly, the Sole Arbitrator found that the RFEF failed to prevent, detect, or sanction the irregular transfer of a 14-year-old player, violating Article 14 of the FIFA Statutes and Circular 769, which imposed obligations on national associations to ensure compliance with FIFA regulations. Secondly, he assessed the RFEF's actions and concluded that it had breached several articles of the RSTP, especially Article 19, which prohibited international transfers of minors without specific exceptions.

Additionally, the Sole Arbitrator highlighted that the RFEF's failure to request approval for the Player's transfer and to verify compliance with registration procedures further supported the finding of the violations.

In this regard, the Sole Arbitrator concluded that FIFA's sanction against the RFEF was justified due to the multiple breaches of obligations by the RFEF. Regarding the type and amount of the sanctions, since neither party provided specific arguments, he maintained the type and amount imposed by FIFA (CHF 20,000), confirming the appealed decision and dismissing the appeal.

vi. Other cases of interest

TAS 2023/A/9867 Esteban Becker Churukian c. Federación Ecuatoguineana De Fútbol & FIFA (Award 23 April 2024)

The dispute between Esteban Becker Churukian (the "Coach") c. Federación Ecuatoguineana De Fútbol ("FEGUIFUT") & FIFA starts with the unilateral termination of the Coach's contract by FEGUIFUT, leading to different proceedings that included decisions favouring the Coach.

Despite multiple disciplinary decisions ordering FEGUIFUT to pay

compensation and penalties, including fines and potential expulsions from FIFA competitions, FEGUIFUT failed to comply, leading to further disciplinary actions, such as banning FEGUIFUT from participating in the FIFA World Cup™ Preliminary Phase 2026.

However, FIFA provisionally lifted the disciplinary measures against FEGUIFUT following a government commitment to pay off debts to the Coach. Nevertheless, the Coach denied any agreement with FEGUIFUT and requested FIFA to reinstate the measures. After the Equatoguinean government made a payment, FIFA initially closed the proceedings but reopened them due to some amounts still being owed, which were to be paid as per the information received by FIFA. After confirmation of the Coach receiving the remaining amounts, FIFA definitively closed the case.

Before CAS, the Coach argued for the annulment of the decision provisionally lifting the disciplinary measures (the "Appealed Decision") imposed on FEGUIFUT, citing contradictions in the evidence presented and alleging an abuse of power by FIFA. Furthermore, he claimed that with that determination, FIFA violated FIFA Statutes, Code of Ethics, and Swiss law. Secondly, he asserted his standing to sue, emphasising his right to ensure compliance with previous CAS awards and to seek redress for damages caused by FIFA's actions. Additionally, he contested the involvement of the CAF as a necessary party in the proceedings. Finally, he sought compensation for moral damages incurred as a result of FIFA's alleged illegal actions and requested the reinstatement of the sanctions against FEGUIFUT.

Conversely, FIFA asserted that the Coach lacked standing to appeal, emphasising his lack of direct involvement in the disciplinary proceedings and the cessation of his financial interest upon receiving payment. Secondly, FIFA argued that the absence of CAF as a necessary party undermined the integrity of the proceedings, as CAF had an interest in the outcome as a co-organizer of the World Cup™ Preliminary Phase. Lastly, FIFA defended the validity of the Appealed Decision and the absence of any moral damages caused to the Coach.

The Panel examined several procedural issues involving the dispute. Firstly, it affirmed CAS jurisdiction to decide on the appeal, including the claim for moral damages under Article R47 of the CAS Code and Article 57 of the FIFA Statutes. However, in terms of admissibility, the Panel determined that the claim for moral damages fell outside the scope of the appeal, exceeding CAS' mandate and rendering it inadmissible.

As for the merits, the Panel addressed the issue of whether the Coach had standing to appeal the Decision. As neither FIFA Regulations nor the CAS Code contain provisions regarding standing, the Panel applied Swiss law and CAS precedents to decide this

matter. After asserting that standing is a matter of substance rather than of admissibility, they noted that there was no longer a practical usefulness in the annulment of the Appealed Decision, since the disciplinary proceedings had become moot following the full payment made by FEGUIFUT in compliance with the original CAS award that had established the amounts owed to the Coach.

Additionally, the Panel noted that the (inadmissible) claim for moral damages did not construe a direct interest in annulling the Decision. Consequently, the Panel determined that the Coach lacked standing to appeal and dismissed the appeal.

Ethics disputes

i. Failure to protect physical and mental integrity

TAS 2021/A/8244 Yvette Félix c. FIFA (4 December 2024)

In April 2020, serious allegations of systematic rape and other sexual abuses within the Haitian Football Federation ("HFF") were made public. Mr Yves Jean-Bart, the president of the HFF, was accused of coercing several female players into having sexual relations with him. In this context, Ms Yvette Félix was identified as an accomplice who allegedly facilitated Mr Jean-Bart's actions.

FIFA opened an investigation against Ms Félix, and in October 2020, and she was provisionally suspended from all football-related activities for 90 days. This suspension was communicated to her via email and to the HFF.

Eventually, Ms Félix was sanctioned by the Ethics Committee with a five-year ban from all football-related activities and a fine of CHF 10,000 after she was found to have breached Article 23 FCE.

Ms Félix appealed this decision before CAS.

The first issue addressed by the Panel was whether the appeal was admissible since FIFA claimed that it had notified the decision via email and via the HFF, and the appeal was filed outside the 21-day deadline. On the contrary, Ms Félix claimed she had not been notified by email or the HFF, and that she had instead found out about the decision through its publication on FIFA's website.

In this respect, the Secretary General of the HFF was called to testify on the relevant email address used to notify the decision to Ms Félix and, in any case, that she was duly informed of the decision through the HFF. However, after assessing all the available evidence and some inconsistencies in the witness testimony, the Panel concluded that FIFA did not validly notify the Appealed Decision by email or through the HFF and, therefore, the appeal was admissible.

Secondly, the Panel noted that the award concerning Mr Yves Jean-Bart annulled the FIFA decision against him, and the Parties had different views on the impact of this decision in the present case. On the one hand, the Appellant argued that the findings in the Yves Jean-Bart award should apply to the current case, as the Appellant's alleged complicity was based on the same facts. Since it had been decided that Mr Jean-Bart had not violated Article 23 FCE, the Appellant could not be guilty as an accomplice. On the other hand, FIFA contended that the Panel was not bound by the other award and could independently conclude that the Appellant had violated Article 23 FCE.

Under the reasoning of the *res judicata* principle, the Panel emphasized that the *Yves Jean-Bart* award and the current case involved different individuals and issues and that the Panel was not bound by its findings of facts or its legal reasoning.

Thirdly, the Panel noted that the Appealed Decision found that the Appellant had failed to protect the dignity and integrity of the players (Article 23 FCE) by retaining the players' passports and engaging in threats to benefit Mr Jean-Bart's actions. Moreover, FIFA found that the Appellant facilitated Mr Jean-Bart's access to the HFF premises despite his provisional suspension.

In this respect, the Panel found that the players' passports were kept in the administrative offices to prevent loss and facilitate travel. Moreover, the Appellant admitted to requesting eleven passports between March and May 2020, claiming that she only photocopied and returned them. Additionally, witnesses confirmed that they always had access to their passports upon request and, therefore, the Panel found no sufficient evidence that Ms Félix had retained the players' passports against their will. Finally, the Panel noted that the written statements of two of the anonymous victims did not mention the Appellant.

In light of this reasoning, the Panel concluded that there was insufficient evidence to prove that the Appellant violated the FCE, thus upholding the appeal and annulling the Appealed Decision.

ii. Forgery and Falsification

CAS 2023/A/9637 Abu Nayeem Shohag v. FIFA (Award 13 November 2024)

This case revolves around the disciplinary responsibility of a high-ranking official of the Bangladesh FA for the use of forged or falsified documents to justify payments made with and/or for the release of FIFA Forward Funds.

The Panel first analyzed the scope of responsibility under Articles 13, 15 and 24 FCE from a substantive perspective (*ratione materiae*). The Panel concluded that that the penalized behaviour covers the act of forging/falsifying as well as the use of a forged or falsified documents. It is therefore not required that the offender himself forged or falsified, as the use of a falsified document is sufficient to constitute a breach.

In terms of scope *ratione personae*, the Panel observed that the FCE applies to persons responsible for administrative matters in a member association of FIFA and that such responsibility concern persons that were bound by the FCE at the time of the relevant conduct.

The Panel further concluded regarding the specific documents used in the four different transactions under scrutiny, that these were not genuine and were forged or falsified in the meaning of Article 24(1) FCE. The Panel relied on expert reports, including the Appellant's own Expert Report, which all suggested that that the documents were likely to have been forged or falsified. It was concluded that all of the reports, when read together, constitute reliable pieces of evidence.

As a result, the Panel concluded to its comfortable satisfaction that the quotations were forged or falsified and unquestionably led to the purchase of goods with the use of FIFA Forward Funds that had been released based on receipt of the quotations. It was concluded that that Appellant had acted in a grossly negligent way, and, by holding the senior position of General Secretary, he had failed to uphold his duties. The Appellant lacked the necessary diligence, being at least negligent, when signing the quotations and using them, proceeding with the bidding process on such basis, to receive the FIFA funding.

Whereas the Panel confirmed that the sanction was reasonable, it was constrained by the Appellant's request for relief which did not question the proportionality or submit any specific requests aimed at reducing the sanction, as a result of which it had no power to review the reasonableness of the sanction.

Other FIFA bodies

i. Appeals against decisions related with Agents

CAS 2023/A/9938 José Pedro da Silva Maia Pinho v. FIFA (Award 26 April 2024)

The dispute centred around FIFA's rejection of Mr José Pedro da Silva Maia Pinho's (the "Agent") license application, citing his failure to meet the eligibility requirements outlined in Article 5. a) ii of the FIFA Football Agents Regulations ("FFAR"), specifically the provision stating that applicants must have never been convicted of a criminal charge.

Before CAS, the Agent argued that FIFA had violated his right to defence by not notifying him of crucial correspondence related to his licence application process. He claimed exemption from the exam requirement based on his prior registration as an intermediary with the Portuguese FA ("FPF").

Additionally, the Agent contended that his criminal conviction, which was under appeal and not yet final, did not constitute a disqualifying offence under the FFAR.

The Panel first addressed the procedural issues raised by the Agent, asserting CAS's full power of review, including the ability to rectify procedural flaws. Consequently, they found that the Agent had ample opportunity to present his case both in writing and orally during the CAS proceedings, thus dismissing his argument.

Furthermore, the Panel examined the validity of the notifications sent by FIFA, determining those electronic notifications through the Agent Platform constituted a valid means of communication under the FFAR.

Subsequently, the Panel evaluated the legitimacy of rejecting the Agent's licence application, considering whether his criminal conviction aligned with the conditions outlined in Article 5(a)(ii) FFAR. They determined that the offence of 'damage with violence' qualified as a 'violent crime' under the FFAR.

Additionally, it dismissed the argument that only final and binding convictions applied, emphasising the wording of the article and noting deliberate omissions of references to finality in the drafting process. Consequently, the Panel concluded that the Agent's failure to meet the FFAR requirements justified the rejection of his licence application.

As a result, the Panel dismissed the appeal and upheld the Appealed Decision.

ii. Other cases of interest

CAS 2023/A/9863 Sevilla FC v. FIFA (Award 27 June 2024)

The dispute involving Sevilla FC v. FIFA centred on the compensation process under the FIFA Club Protection Programme ("CPP").

The issue arose from the injuries sustained by Sevilla FC players Delaney and Gómez during the FIFA World Cup Qatar 2022™. Sevilla FC filed a claim with QuestGates, the entity handling claims for FIFA, but QuestGates calculated the daily rate excluding a so-called "Prima de Contrato" as it was not considered a regular fixed payment under FIFA's definition.

Despite Sevilla FC's repeated explanations and objections, FIFA confirmed the amounts calculated by QuestGates. Dissatisfied, Sevilla FC appealed to CAS, arguing that the "Prima de Contrato" was a regular, fixed salary payment due annually every November and not a conditional fee or bonus.

Sevilla FC contended that these payments were made consistently and were not linked to any specific performance criteria or conditional achievements. The club claimed FIFA's exclusion was incorrect and that these payments should be covered under the CPP.

The Panel analysed the applicable regulatory framework, focusing on the definitions and stipulations within the FIFA CPP Technical Bulletin and the players' employment contracts. The examination considered whether "Prima de Contrato" payments aligned with the criteria for fixed salaries.

While it was undisputed that these amounts are a type of salary under Swiss and Spanish law, the Panel found that the CPP's specific definition of "Fixed Salary" excludes annual payments and bonuses. Consequently, the "Prima de Contrato", paid annually, was deemed not covered by the CPP.

As a result, the appeal was dismissed, and the appealed decision was confirmed

TAS 2023/A/9531 Yves Jean-Bart et consorts c FIFA et FHF (Award 18 March 2024)

The case involved Mr Yves Jean-Bart and several Haitian football clubs (the Appellants) v. FIFA and the Haitian Football Federation (HFF). Initially, in November 2020, the FIFA Ethics Committee (hereinafter the "Ethics Committee") imposed lifetime sanctions on Mr Jean-Bart, then president of the HFF, for violating FIFA Code of Ethics (hereinafter "FCE").

This decision led to the appointment of a Normalisation Committee for the HHF by FIFA due to governance issues within the member association. Despite a subsequent ruling by CAS annulling FIFA's decision, FIFA maintained its stance and sent a notification to the Chairman of the Normalisation

Committee, referring to previous communications regarding the relieving of the HFF's Executive Committee of its duties and member associations' obligations (FIFA's letter).

The Appellants appealed before CAS, arguing that FIFA's letter constituted a decision, rejecting their request to reinstate Mr Jean-Bart as the HFF's president. They contended that the individual who authored the letter acted on behalf of FIFA and rejected FIFA's claim of a typographical error, suggesting that the letter's true purpose was to respond to their requests.

Furthermore, the Appellants asserted that FIFA's letter demonstrated a clear intent to prevent Mr Jean-Bart from resuming his position, despite the CAS ruling in his favour, thereby affecting his legal status within the organization. They argued that FIFA's refusal to act on their requests constituted a denial of justice, consequently requesting to declare their appeal to FIFA's letter admissible.

The Panel assessed the admissibility of the appeal by first determining if FIFA's letter constituted a "decision" according to Article R47 of the CAS Code and Article 57 of FIFA Statutes. They recognized that FIFA Statutes lacked a specific definition of "decision". However, based on CAS jurisprudence, they highlighted that a decision must fulfil certain criteria to be considered as such.

The Panel noted that FIFA's letter, despite being formally addressed to the Normalisation Committee, did not contain the necessary *"animus decidendi"*. The Panel emphasised that it did not impact the legal situation of Mr Jean-Bart or the appellant clubs, as it merely reiterated FIFA's member associations' obligations without imposing any binding or obligatory measures.

Therefore, the Panel concluded that FIFA's letter did not meet the criteria to be considered a "decision" subject to appeal, rendering the appeal inadmissible. Furthermore, regarding the alleged denial of justice, the Panel noted that FIFA had indeed extended the Normalisation Committee's mandate in November 2022, responding to the concerns raised by the clubs.

As the clubs did not appeal this decision, the Panel determined that they could not claim denial of justice now. Additionally, they highlighted that FIFA's commitment to revisiting the Normalisation Committee's situation in November 2023 further undermined the claim of denial of justice, as the clubs will have the opportunity to appeal any decision made at that time.

Therefore, the Panel confirmed the inadmissibility of the appeal.

As a result, the appeal was dismissed.

Orders on provisional measures

i. Registration and eligibility of players

CAS 2024/A/10795 Fodboldalliancen AC Horsens A/S & Tudor-Stefan Cocu v. FIFA (Order on Provisional Measures 18 December 2024)

This case relates to an application for the prior approval of the international transfer of the minor Romanian football player Mr. Tudor-Stefan Cocu (the "Player"), submitted to the PSC by the Danish FA (the "DBU") on behalf of the Danish football club Fodboldalliancen AC Horsens A/S (the "Club") and the Player (the "Application").

After the Single Judge of the PSC had rejected the Application, the Club and the Player appealed this decision to CAS and filed a request for provisional measures – requesting, in specific, the interim release of the Player's International Transfer Certificate ("ITC") to allow the Club to register the Player until the Sole Arbitrator rendered the award on the merits.

In the Order on Provisional Measures, the Deputy President of the Appeals Arbitration Division, before entering into the three requirements for the granting of provisional measures, turned her attention to one of the preliminary issues raised by FIFA in its Answer to the Request for Provisional Measures – that the provisional relief sought by the Appellants fell out of her power of assessment.

In this respect, the Deputy Division President noted that, while the object of the Appealed Decision was the prior approval of the international transfer of the Player to the Club – and not the issuance of the ITC –, the provisional measures requested by the Appellants were, inter alia, the order of the interim release of the Player's ITC.

Therefore, given that (i) the ITC could only be requested once the Application had been approved by the PSC and (ii) the Appellants had not requested the temporary acceptance of the Application pending the final award to be issued by the Sole Arbitrator but the interim issuance of the ITC, the Deputy Division President considered that she was not in a position to grant the request of the Appellants, as granting the interim release of the ITC would circumvent the procedural steps set forth by the FIFA RSTP and would by-pass the PSC's function to deal with international transfers and registrations of minor football players.

Consequently, the Appellants' Request for Provisional Measures was rejected.

ii. Provisional suspension due to an Ethics investigation

CAS 2024/A/10701 Bassam Adeel Jaleel v. FIFA (Order on Provisional Measures 29 August 2024)

The present matter relates to a provisional suspension imposed by the Adjudicatory Chamber of the FIFA Ethics Committee on the (back then) president of the Football Association of Maldives – Mr. Bassem Adeel Jaleel –, in the context of an ongoing investigation against him for potential breaches of Articles 14, 20, 21, 26 and 29 FCE.

The Appellant filed a request to stay the provisional suspension against him with CAS.

In this respect, CAS determined that the Appellant failed to provide concrete evidence of irreparable harm, which was necessary to justify the stay.

In particular, the Appellant alleged the violation of his personality rights and to the exercise of his professional activity, without evidence.

CAS stated that the Appellant had not proven that being president of the FAM was his professional activity, nor had he shown the existence of any ongoing or upcoming elections that the suspension would affect.

Moreover, it reasoned that the provisional suspension was aimed to protect the ongoing investigation of the alleged the misuse of funds.

Given that the Appellant's term as president had ended, the request for a stay was deemed not urgent, and no irreparable harm was established.

Consequently, the request for a stay was dismissed.

Other Orders on Provisional Measures issued by CAS:

CAS 2024/A/10732 Konyaspor SK v. FIFA & ANO RFC Akhmat

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

CAS 2024/A/10633 Club Sport Emelec v. FIFA

CAS 2024/A/10321 El Quilmes Atletico Club v. Club Deportes Union La Calera & FIFA

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

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09

Swiss Federal Tribunal

9.1 Introduction

According to Article 77(1)(a) of the Law of the SFT and Chapter 12 of the Swiss Private International Law Act ("PILA"), the final appellate authority against CAS awards is the Swiss Federal Tribunal ("SFT").

Article 190(2) PILA establishes that an arbitral award may only be set aside:

> *"a. where the sole member of the arbitral tribunal was improperly appointed or the arbitral tribunal improperly constituted;*
>
> *b. where the arbitral tribunal wrongly accepted or declined jurisdiction;*
>
> *c. where the arbitral tribunal ruled beyond the claims submitted to it, or failed to decide one of the claims;*
>
> *d. where the principle of equal treatment of the parties or their right to be heard in an adversary procedure were violated;*
>
> *e. where the award is incompatible with public policy."*

While rare, appeals against CAS Awards are occasionally filed with the SFT. The following subsections offer a brief overview of the SFT proceedings and decisions in 2024 related to FIFA and other football decisions.

9.2 Appeals filed against CAS awards involving FIFA

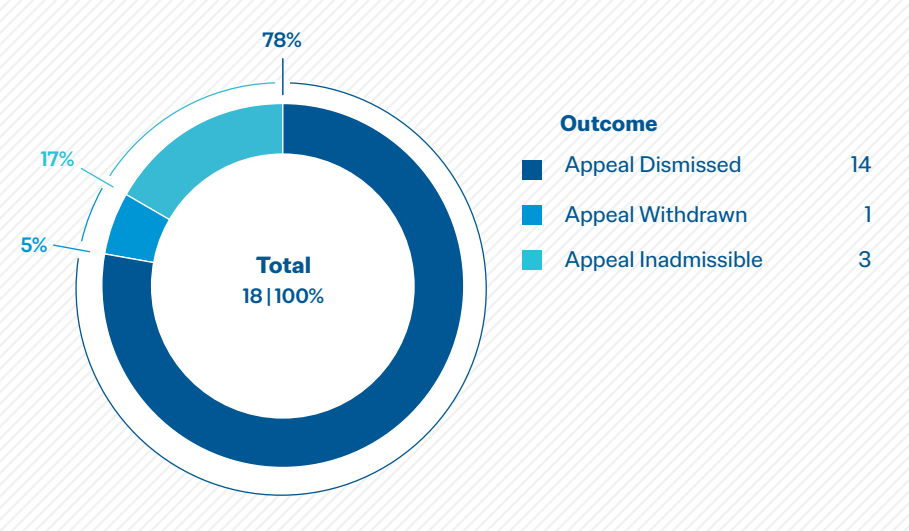
In 2024, three (3) appeals were filed to the SFT against CAS awards where FIFA was a party.

From these cases, one (1) was declared inadmissible and two (2) were dismissed.

9.3 Decisions rendered in 2024 in appeals against CAS football decisions

In 2024, eighteen (18) decisions of the SFT[1] in appeals against CAS awards related to decisions of the bodies of FIFA or its member associations (i.e., not necessarily FIFA being a party), have been published by the SFT.

None of those appeals were successful, with 14 being dismissed, 1 withdrawn, and 3 declared inadmissible.



The most relevant SFT case law in relation to appeals concerning FIFA decisions is summarized below.

4A_268/2024 FC Partizan v. Takuma Asano & Vfl Bochum 1848

This matter concerns an appeal against a CAS award which confirmed the findings of the DRC that footballer Mr Takuma Asano (the "Player") had terminated his employment contract with FC Partizan (the "Appellant") with just cause and ordered the latter to pay to the former the relevant outstanding remuneration.

The Appellant filed an appeal with the SFT alleging on the one hand that the arbitral tribunal had not been properly constituted (Article 190(2)(a) PILA) and on the other hand arguing a violation of substantive public policy (Article 190(2)(e) PILA).

[1] This number includes the SFT decisions referred to in point 9.1 above.

In the first of its complaints, the Appellant considered that the presence of Mr Edward Canty as president of the Panel, who had been unsuccessfully challenged in the CAS proceedings, did not guarantee the principles of independence and impartiality. The SFT dismissed this argument, because, although the Appellant had challenged Mr Canty, it did not maintain its objection to the constitution of the Panel following the decision from the ICAS Challenge Commission, going as far as confirming at the hearing that it had no objection to the composition of the panel.

As for the second complaint, the Appellant argued a violation of substantial public policy in the fact that CAS had not applied the obligation applicable to an immediate dismissal pursuant to Article 337 SCO, according to which action must be taken immediately or very shortly after the breach of contract has occurred. According to the Appellant, if the Panel had considered this obligation, the Player would be deemed to have forfeited his right to terminate his contract with immediate effect, as he had waited too long to take such action, which would also be contrary to good faith and an abuse of rights.

The SFT was not persuaded by the Appellant's contentions, as they were a mere reiteration of its position before CAS. The SFT noted that the Panel had explained in detail why it had not applied Article 337 Swiss CO and, instead, based its judgment solely on Article 14bis(1) RSTP. Because it is not the SFT's task to decide whether that judgment is correct, and the Appellant has not demonstrated a violation of substantive public policy, this argument was also dismissed.

4A_430/2023 Serder Serderov v. Mezökövesd Zsory FC

This case relates to an appeal by a footballer (the "Player") against a CAS award which upheld the appeal of a Hungarian club (the "Club") and found that the DRC did not have jurisdiction to decide on the contractual dispute between the Player and the Club.

The Appellant's only contention on appeal to the SFT was that CAS had unlawfully assumed jurisdiction (Article 190(2)(b) PILA) and unduly denied the DRC's competence to resolve the contractual dispute between the parties.

The SFT first recalled the notion of an arbitration clause under Swiss law, highlighting that the interpretation of such clause is to be carried out according to the general rules on contractual interpretation, with particular emphasis on the true and common intention of the parties (Article 18(1) Swiss CO).

The SFT then observed that the appealed award focused on whether or not the contractual clause agreed by the parties to resolve disputes allowed for FIFA to assume jurisdiction to the detriment of the Hungarian courts. According to the CAS sole arbitrator, the partes had agreed to the exclusive jurisdiction of the latter, and therefore the DRC had wrongfully assumed jurisdiction.

The SFT dismissed the Appellant's argument, as the CAS arbitrator had visibly been able to determine the real and true intention of the parties to submit any dispute to the Hungarian courts, thus opting out of Article 22(b) RSTP. The SFT noted that the Appellant was attempting to put forth its own interpretation of the disputed clause, forgetting that the SFT is bound by the facts contained in the appealed award. In addition, the SFT found that the CAS sole arbitrator's reasoning appeared to be defendable, and therefore the Appellant's criticism of the decision could not be followed.

As a result, the Appeal was dismissed.

10

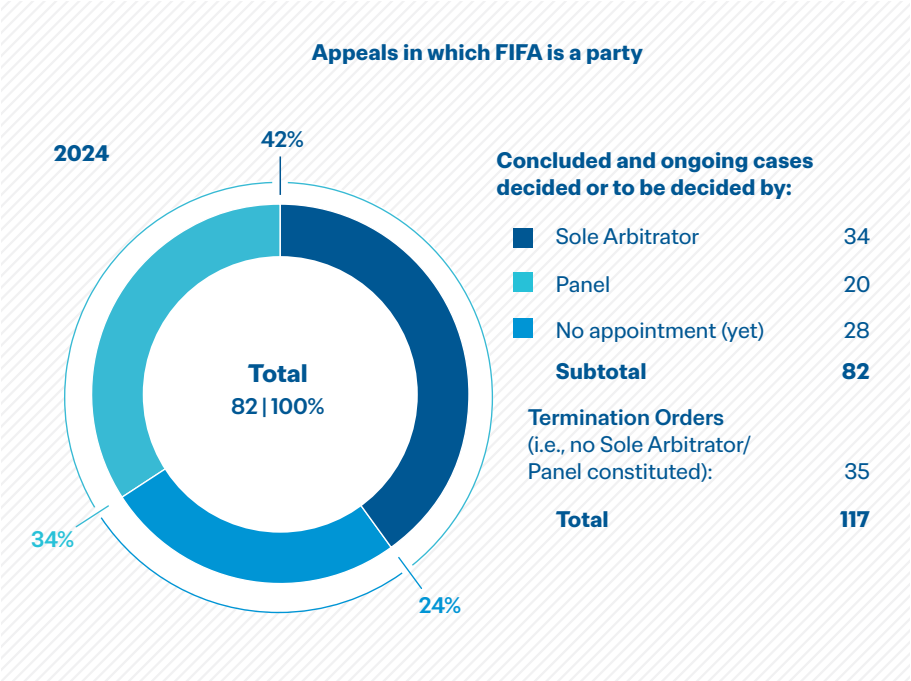
Arbitrators appointed in 2024

10.1 Composition of the Panels in 2024

As reflected in section 2.2 of this Report, FIFA was appointed as respondent or co-respondent in 117 cases.

Out of these, 35 ended by means of a Termination Order issued by the President or Deputy President of the Appeals Arbitration Division of CAS.

From the 82 remaining cases, 34 were/are being decided by a Sole Arbitrator, 20 were/are being decided by a Panel and in 28 the Panel/Sole Arbitrator is pending to be constituted.



10.2 Appointments in 2024

Of the 20 cases involving a three-member Panel, FIFA has proactively (or jointly with – or, most frequently, on proposal of – other co-respondents) appointed the following arbitrators in cases in which it was a party to in 2024[2]:

Mr Efraim Barak
CAS 2024/A/10279 & 10280 & 10281

Mr Manfred Nan
CAS 2024/A/11034

Mr Kepa Larumbe
CAS 2024/A/10529
CAS 2024/A/10701
CAS 2024/A/11090
CAS 2024/A/11091

Mr Wouter Lambrecht
CAS 2024/A/10586
CAS 2024/A/10918

Mr Patrick Grandjean
CAS 2024/A/10454

Mr Diego Lennon
CAS 2024/A/10635

Mr Joao Nogueria da Rocha
CAS 2024/A/10331

Ms Janie Soublière
CAS 2024/A/10384

Mr Jordi López Batet
CAS 2024/A/10441 & 10442
CAS 2024/A/10518

Mr José Juan Pintó Sala
CAS 2024/A/10712

Mr Ulrich Haas
CAS 2024/A/10515
CAS 2024/A/10522

Mr Benoit Pasquier
CAS 2024/A/10433

Mr José María Alonso Puig
CAS 2024/A/10414

Mr Nicolas Cottier
CAS 2024/A/10780

[2] Unless there is an agreement between the parties, the appointment of Sole Arbitrators is made by the President of the Appeals Division of CAS in accordance with R54 CAS Code. Consequently, FIFA does not have any word or exert any influence in their appointment.

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11

Report on the Football Legal Aid Fund

11.1 Introduction

As part of the agreement signed between FIFA and the ICAS for the period 2023-2026, FIFA and CAS have established a legal aid fund specifically for football: the FIFA-CAS Football Legal Aid Fund (FLAF).

The FLAF began operating on 1 February 2023. It is overseen by the ICAS Athletes' Commission and aims to assist football stakeholders who are appealing cases before CAS, regardless of whether the appeal concerns a FIFA decision.

CAS proceedings involving the FLAF are:

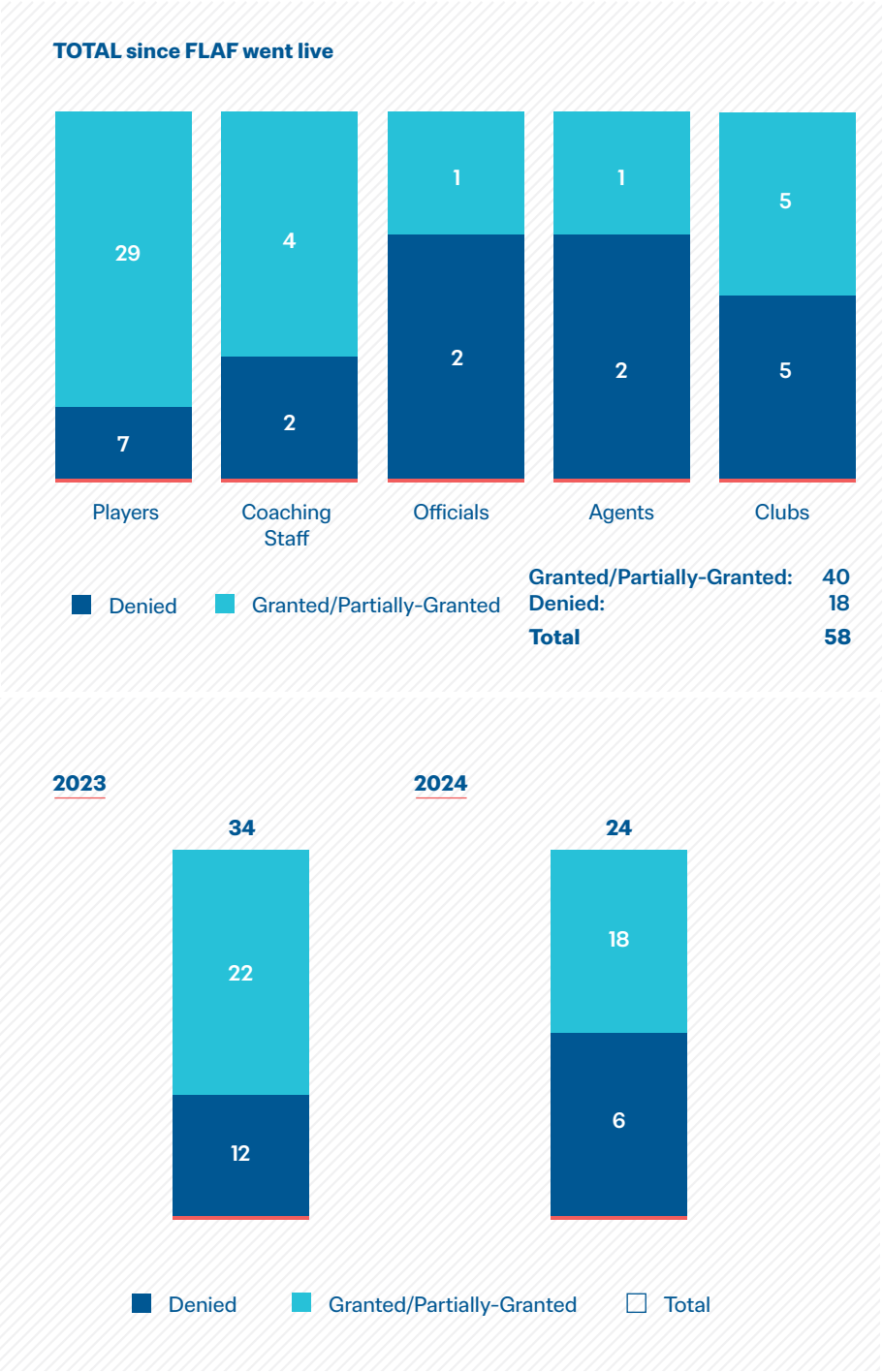
- available to any natural persons, including agents with a FIFA licence, without sufficient financial means to proceed at the CAS.
- free of any Court Office Fee.
- free of any administrative and procedural costs, including arbitrator fees.
- exceptionally and only once per calendar year, is available to football clubs affiliated to a member association of FIFA and belonging to the club category IV of the FIFA table on the categorization of clubs for training compensation.
- decided by a Sole Arbitrator from the specialized CAS Football List, who will carry out such work on a pro bono basis.

The parallel CAS Legal Aid setup also guarantees a *pro bono* counsel system to assist individuals in their potential CAS disputes.

The FLAF is exclusively financed by an annual contribution from FIFA, and the funds are exclusively used for travel and accommodation costs of the relevant party and *pro bono* counsel, as well as those of witnesses, experts, and interpreters.

11.2 Requests and granted legal aid

According to the information provided by CAS, since the FLAF went live (i.e., 1 February 2023), 58 requests for legal aid assistance have been considered by the ICAS Athletes' Commission. Out of these, 40 were granted or partially granted (69%), while 18 were denied (31%). Specifically, in 2024, 24 applications for legal aid were assessed, with 18 granted (75%) and 6 denied (25%). The players were the main individuals who requested and subsequently were granted this legal aid.



Since its inception, the FLAF funds have been scarcely used, among other reasons, because of (i) the absence of arbitration costs (pro bono arbitrators) or Court Office; (ii) absence of any other legal costs to cover in cases involving pro bono counsels; (iii) all hearings being conducted by videoconference, further reducing expenses.

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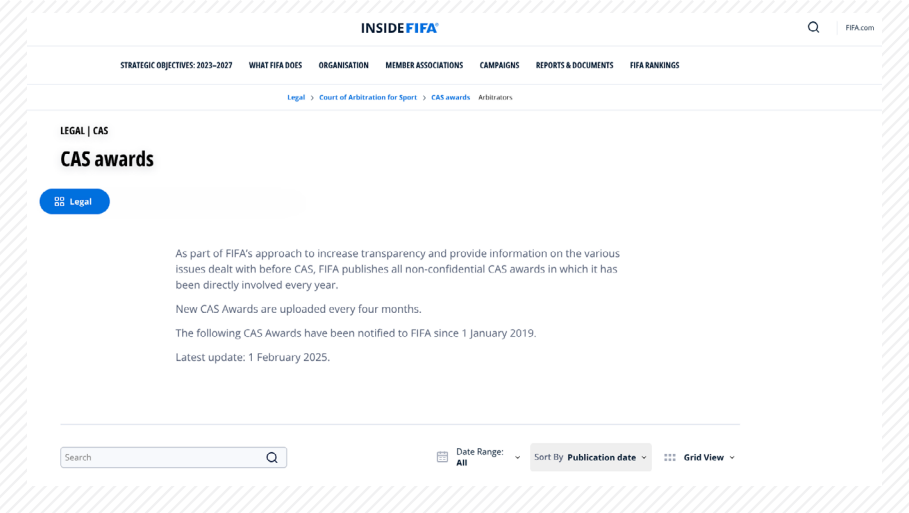
Publication of CAS Awards

Publication of CAS Awards

FIFA remains fully committed to transparency in connection with proceedings in which it is involved before CAS. For this reason, every four months FIFA publishes all CAS awards received in which it was a party on legal.fifa.com

In 2024, FIFA has published 78 awards received between the last quarter of 2023 and up to October 2024.



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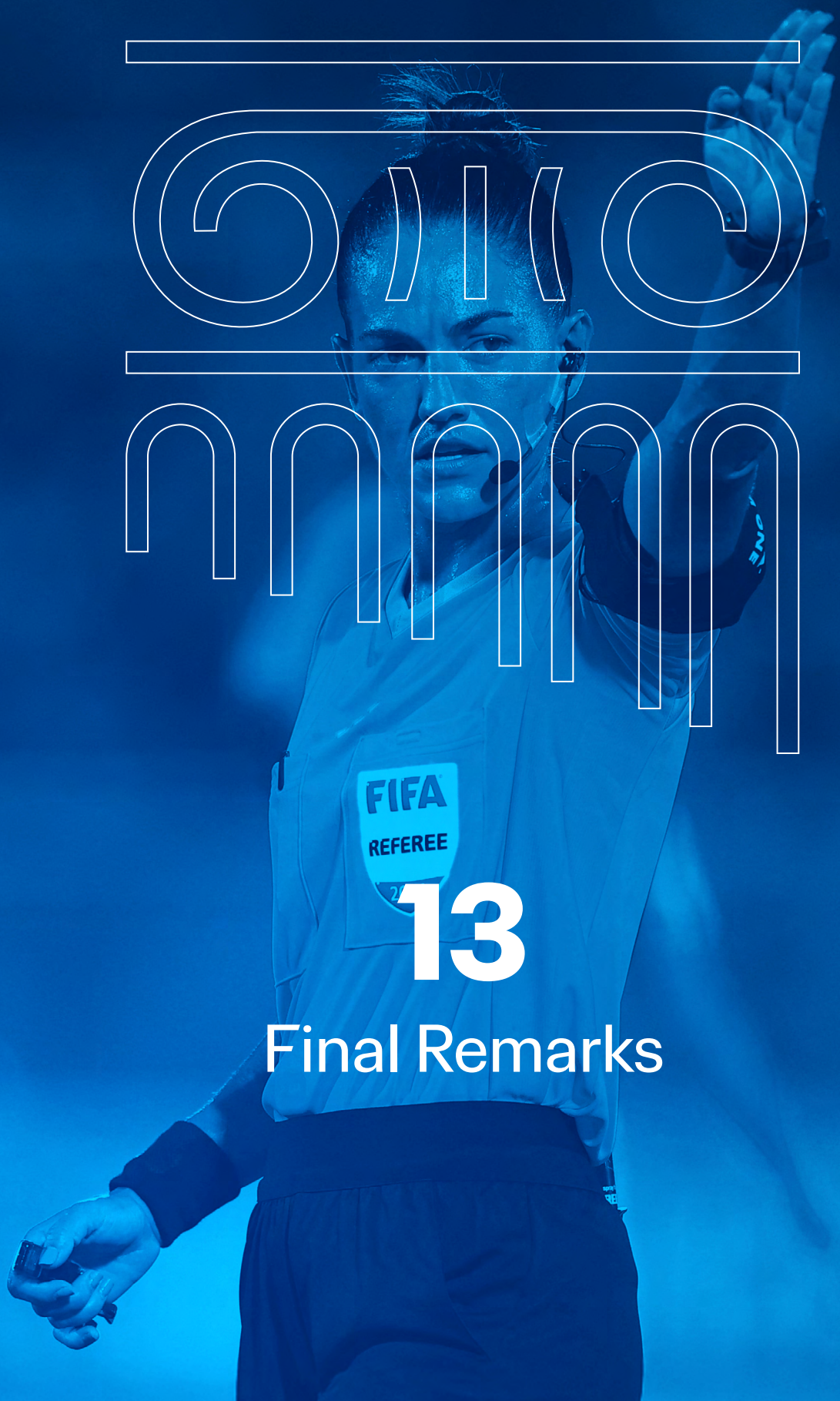

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Final Remarks

FIFA Quarterly Report and Final Remarks

FIFA is committed to transparency and education for the betterment of the football industry. As part of this commitment, the CAS & Football Annual Report 2024 has been produced, which aims to provide invaluable insights into football law and its practical applications, based on FIFA's extensive experience with arbitration before the CAS.

This annual report has now become a recurrent tool that will be of immense value to all stakeholders, legal practitioners, and anyone interested in lex sportiva. FIFA remains committed to continuously sharing its expertise with the wider community and promoting a better understanding of the legal aspects of the football industry.

As a complement to the CAS & Football Annual Report, beginning in 2025, FIFA will also publish the FIFA Quarterly Report on CAS Football Awards, which, as its name indicates, will consist in the summaries of all CAS jurisprudence received every three months.

If you are interested in learning more about the CAS & Football Annual Report 2024 and other activities of the FIFA Legal & Compliance Division please visit legal.fifa.com for additional information.

Disclaimer

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