



# Quarterly Report on CAS Football Awards

January - March

**2025 Edition**

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## Foreword

The jurisprudence of the Court of Arbitration for Sport (CAS) has long been a cornerstone for legal professionals working in the field of sports law. Over the years, CAS rulings have played a crucial role in shaping the regulatory framework of various sports, providing legal certainty, and ensuring fair play. This is especially true in the world of football, where legal disputes often arise due to the complexities of contracts, transfers, disciplinary matters, and governance issues.

The latest official statistics, as published by FIFA in its *CAS & Football Annual Report 2024*, confirm the significance of CAS in football-related disputes. According to the report, more than 70% of the proceedings brought before CAS pertain to football cases. This underscores the vital role that CAS plays in maintaining the integrity of the sport and resolving conflicts between players, clubs, national associations, and other stakeholders.


Recognizing our commitment to transparency, FIFA has decided to launch the *FIFA Quarterly Report on CAS Football Awards*. This initiative is designed to provide legal professionals, football administrators, and all interested stakeholders with a comprehensive, up-to-date analysis of CAS rulings in football-related cases. Through this *Quarterly Report*, we aim to enhance the understanding of CAS decisions and highlight key legal trends. Published every three months, our Report will always include non-confidential CAS awards notified by the CAS to FIFA in the last quarter (in this case, from 1 January 2025 to 31 March 2025), as well as relevant decisions on non-football cases published by the CAS on its website. On top of that, the Report will also include the most important rulings of the Swiss Federal Tribunal and European Court of Justice.

Beyond CAS decisions, the *Quarterly Report* will also include references to landmark rulings from the Swiss Federal Tribunal and the European Court of Justice, particularly those that have had a direct or indirect impact on football. Additionally, the report will feature brief mentions of notable CAS decisions in other sports.

To ensure accessibility and ease of reference, the *Quarterly Report* will be published in PDF format and made available free of charge. It will be permanently accessible and regularly updated on our official legal platform: [legal.fifa.com](https://legal.fifa.com). Our objective is to create an indispensable legal resource that serves not only FIFA and its member associations but also clubs, players, lawyers, and academics involved in the legal aspects of football.

At FIFA, we believe that knowledge-sharing and transparency are essential to fostering a well-regulated and legally sound football ecosystem. By offering this in-depth analysis of CAS rulings, we hope to contribute to the ongoing professionalization of football law and to assist stakeholders in navigating the complexities of legal disputes in the sport.

Yours faithfully,



**Emilio Garcia Silvero**

FIFA Chief Legal & Compliance Officer

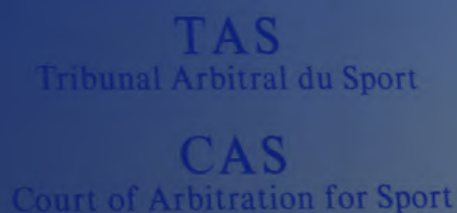




Quarterly Report on CAS Football Awards

# Court of Arbitration for Sport

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



TAS  
Tribunal Arbitral du Sport  
CAS  
Court of Arbitration for Sport





Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

**FIFA Football Tribunal**

# Dispute Resolution Chamber



**CAS 2023/A/9855****Eliandro dos Santos Gonzaga v.  
Suphanburi Football Club &  
Fédération Internationale de  
Football Association (FIFA)**Reference number: [CAS 2023/A/9855](#)

Award date: 13 January 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N.1	
<b>Player</b> Eliandro dos Santos Gonzaga	 Brazil	 <b>Club</b> Suphanburi Football Club	 Thailand
<b>LEGAL TEAM</b> Andre Scalli   Attorney-at-Law in Sao Paulo, Brazil		<b>LEGAL TEAM</b> Menno Teunissen and Thomas Spee   Attorneys-at-Law, Liege, Belgium	
<b>SOLE ARBITRATOR</b>	Sofoklis P. Pilavios   Attorney-at-Law, Athens, Greece	<b>RESPONDENT N.2</b>	
		Fédération Internationale de Football Association (FIFA)	 Switzerland

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Statute of limitations; contract interpretation

**RELEVANT RULES & REGULATIONS**

FIFA RSTP, ed. Oct.22; art. 23

**LANGUAGE**

English

**KEYWORDS**

Time-barred; essentialia negotii; venire contra factum proprium

**CASELAW CITED**

/ Contract interpretation, “essentialia negotii”: CAS 2021/A/8292, CAS 2017/A/5164

/ Contract interpretation, “venire contra factum proprium”: CAS 2017/A/5046; CAS 2015/A/4195

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue n.1**

Is the claim time-barred? Partially yes, any claim relating to the first employment agreement is time-barred.

**Main issue n.2**

Did the parties validly conclude an employment agreement? No, the parties did not validly conclude an employment contract.

**CAS 2023/A/9855**

**Eliandro dos Santos Gonzaga  
v. Suphanburi Football Club &  
Fédération Internationale de Football  
Association (FIFA)**

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

- / **29 December 2022:** player filed claim before the FIFA Football Tribunal Dispute Resolution Chamber
- / **21 June 2023:** FIFA DRC issue its decision
- / **10 August 2022:** FIFA DRC communicated the decision's grounds to the parties

**Before the Court of Arbitration  
for Sport**

- / **29 July 2023:** player filed his statement of appeal before CAS and requested legal aid
- / **18 August 2023:** player filed his appeal brief
- / **8 May 2024:** CAS Court Office informed player had been granted aid from the Football Legal Aid Fund (FLAF)
- / **18 June 2024:** club filed its answer
- / **25 June 2024:** FIFA expressed its decision to not actively participate in the proceedings
- / **26 June 2024:** sole arbitrator appointed
- / **22 July 2024:** sole arbitrator decided to hold a hearing
- / **8 August 2024:** all parties had signed the order of procedure
- / **9 August 2024:** player filed list of attendees with additional witnesses
- / **19 August 2024:** club objected the participation of the additional witnesses
- / **28 August 2024:** sole arbitrator considered testimonies of the additional witnesses inadmissible
- / **11 September 2024:** sole arbitrator held an online hearing

## Background

The parties signed an employment contract on 17 December 2019, valid until 31 December 2020. On 20 April 2020, the club provided the player with a document that amended the employment contract, according to which the club reduced the player's salary by 50% as of April 2020 due to financial hardship caused by the covid-10 pandemic and the suspension of the Thai professional football league. The player did not sign that document. The parties allegedly concluded a new employment contract on 14 October 2020, valid until 30 April 2021. The club allegedly forced the player to leave his apartment on 25 December 2020. The player signed an employment agreement with a new club on 26 December 2020, valid from 1 January 2021 to 31 March 2021. On 31 December 2020, the parties concluded a document according to which the parties ended their employment relationship, the club did not owe the player any monies, and that the player waived any financial claim against the club. The player was hospitalized between 11 and 18 January 2021. The player signed an employment agreement with a third club on 19 May 2021.

The player sued the club at the FIFA DRC for breach of the second employment contract without just cause. The player requested the imposition of sporting sanctions as well as payment of outstanding salaries and additional compensation.

The player alleged that the club unilaterally decided to reduce his monthly salaries under the pretext of the covid-19 pandemic and that the club forced him to transfer to another club and sign the 31 December 2020 waiver. The club failed to timely provide any arguments in rebuttal. On 21 June 2023, the FIFA DRC rejected the player's claim.

The player filed his appeal with CAS requesting that the panel set aside the FIFA DRC decision. The player requested that: (a) the club pay the player outstanding salaries; (b) the club compensate the player for the early termination without just cause; (c) the club compensate the player additionally due to egregious circumstances; and (d) the club be sanctioned for terminating the employment contract without just cause. In short, the player alleged that the club breached their second employment contract, that the club forced his wife to sign the 31 December 2020 waiver, and that the club's illegal behaviour caused severe psychological and physical impact on the player which resulted in his hospitalization for a week due to "adjustment disorder". In addition, the player noted that the FIFA DRC erred in rejecting the player's claim as time-barred, given that the player filed his claim before two years from the 31 December 2020 waiver.

The club filed its answer requesting that the panel uphold the FIFA DRC decision. The club alleged that the club did not breach any employment contract with the player, that the club did not force the player to sign the 31 December 2020 waiver, and that the club does not owe the player any amount. In short, the club's position is that the player's claim is time-barred as it applies to each individual payment rather than the entire contractual relationship.

## » CAS 2023/A/9855 Eliandro dos Santos Gonzaga v. Suphanburi Football Club & Fédération Internationale de Football Association (FIFA)

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is dismissed; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is confirmed; and (c) the player shall bear his own costs and pay the club a contribution in the amount of CHF 1,000 towards the legal fees and other expenses.

#### Main issue n. 1

The sole arbitrator reasons that the 31 December 2020 waiver does not cover any outstanding payment that fell due prior to December 2020. The sole arbitrator notes that any amount due before 30 December 2020 is time-barred. The sole arbitrator decides that the player's claim is time-barred.

#### Main issue n. 2

The sole arbitrator reasons that an employment contract must include the following "essentialia negotii" to be considered a valid and binding agreement between the parties: (a) a date; (b) the names of the parties; (c) the duration of the agreement; (d) the position of the employee; (e) the remuneration components to be paid; and (f) the signatures of the parties. The sole arbitrator notes that the second employment contract includes all essential points to be considered a valid employment agreement between the parties, save for their signatures. In addition, the sole arbitrator notes that the player did not discharge his burden of proof on any fact that could supplement the lack of the parties' signatures. The sole arbitrator decides that the second employment agreement is not a valid and binding contract between the parties.

**CAS 2023/A/9636**

**Mezokovesd Zsory Futball Club LLC v.  
Antonio Vutov & Fédération Internationale  
de Football Association (FIFA)**

Reference number: [CAS 2023/A/963](#)

Award date: 15 January 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N.1	
 Club <b>Mezokovesd Zsory Futball Club LLC</b>	 Hungary	<b>Player</b> <b>Antonio Vutov</b>	 Bulgaria
<b>LEGAL TEAM</b> Istvan Demeter   Demeter Law Firm, Miskolc, Hungary		<b>LEGAL TEAM</b> Georgi Gradev and Marton Kiss   SILA International Lawyers, Sofia, Bulgaria	
SOLE ARBITRATOR		RESPONDENT N.2	
<b>Mr Hendrik Willem Kesler</b> Attorney-at-Law, Enschede, The Netherlands		<b>IF</b> Fédération Internationale de Football Association (FIFA)	 Switzerland
AD HOC CLERK		<b>LEGAL TEAM</b> <b>Miguel Lietard</b>   Director of Litigation <b>Roberto Najera Reyes</b>   Senior Legal Counsel Litigation Department, FIFA, Zurich, Switzerland	
<b>Mr Dennis Koolgaard</b> Attorney-at-Law, Amsterdam, The Netherlands			

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Choice of forum; choice of law; termination; good faith

**RELEVANT RULES & REGULATIONS**

- / FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber, Jun.20; art. 9bis
- / FIFA RSTP, Jul.22; arts. 14, 17 and 22

**LANGUAGE**

English

**KEYWORDS**

Applicable law; jurisdiction; breach of contract; contract interpretation

**CASELAW CITED**

- / **Choice of law, parties' autonomy limitation:** CAS 2018/A/5771 & 5772.
- / **Contractual interpretation, good faith:** SFT 4A\_2/2023.
- / **Jurisdiction, valid choice of forum:** SFT 4A\_244/2012; CAS 2022/A/8571; CAS 2021/A/7775; CAS 2018/A/6016; CAS 2018/A/5664; CAS 2017/A/5111; CAS 2016/A/4568; CAS 2014/A/3690.
- / **Termination, just cause:** CAS 2020/A/6727; CAS 2019/A/6171; CAS 2017/A/5312; CAS 2006/A/1180.
- / **Employment relation, employer's direction limits:** CAS 2014/A/3642.
- / **Contractual stability:** CAS 2008/A/1568; CAS 2008/A/1519 & 1520; CAS 2007/A/1358; CAS 2007/A/1359; CAS 2005/A/876.
- / **Compensation, positive interest:** CAS 2018/A/6017; CAS 2018/A/5607; CAS 2017/A/5366; CAS 2016/A/4843; CAS 2015/A/4046 \* 4047; CAS 2015/A/4346; CAS 2010/A/2146 & 2147; 2008/A/1519 & 1520.
- / **Mitigation, duty:** CAS 2016/A/4605.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Preliminary issue n. 1**

Is res judicata applicable? No, res judicata is inapplicable in this case.

**Preliminary issue n. 2**

Is the evidence filed by the club admissible? Yes, the evidence filed by the club is admissible.

**Supporting issue**

Is the club's conduct abusive/inappropriate for filing an evidence solely at CAS? No, the club's conduct is not abusive/abusive/inappropriate.

**Main issue n. 1**

Does FIFA have standing to be sued? The arbitrator considers that FIFA's objection against its standing to be sued is moot.

**Main issue n. 2**

Did FIFA properly notify the club of the player's claim filed before the FIFA DRC? Yes, FIFA properly notified the club of the player's claim filed before the FIFA DRC.

**Main issue n. 3**

Did the FIFA DRC have jurisdiction originally? Yes, the FIFA DRC has jurisdiction over the dispute originally.

**Main issue n. 4**

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

**Supporting issue**

Did the player fulfil his duty to mitigate? Yes, the player fulfilled his duty to mitigate.

**CAS 2023/A/9636**

**Mezokovesd Zsory Futball Club LLC v.  
Antonio Vutov & Fédération Internationale  
de Football Association (FIFA)**

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

- / **16 July 2022:** player filed claim before the FIFA DRC, to which the club did not respond
- / **26 January 2023:** FIFA DRC rendered the operative part of the decision
- / **18 April 2023:** FIFA DRC issued a rectified decision due to clerical mistakes

**Before the Court of Arbitration  
for Sport**

- / **8 May 2023:** club filed statement of appeal against the player and FIFA
- / **15 May 2023:** FIFA requested to be excluded from the proceedings
- / **22 May 2023:** CAS Court Office informed that FIFA would not be excluded as the Appellant had not withdrawn its appeal against FIFA
- / **2 June 2023:** club filed its appeal brief
- / **20 June 2023:** CAS Appeals Arbitration Division president appointed the sole arbitrator
- / **30 June 2023:** player filed his answer
- / **5 July 2023:** ad hoc clerk appointed
- / **6 July 2023:** player filed amended answer
- / **24 July 2023:** FIFA filed its answer
- / **31 July 2023:** club filed new evidence (CAS award)
- / **2 August 2023:** sole arbitrator ordered the player to produce evidence
- / **2 August 2023:** player produced the evidence (new employment contract)
- / **11 August 2023:** player waived his objection to the new evidence admissibility provided his comments admitted to the file
- / **15 August 2023:** FIFA requested the exclusion of the new evidence
- / **15 August 2023:** club filed comments regarding the player's new employment contract
- / **23 August 2023:** sole arbitrator admitted the new evidence and the player's submissions
- / **23 August 2023:** player filed his comments

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## Background

The parties signed an employment agreement on 22 September 2022, valid until 30 June 2023. The employment contract included a clause according to which the employer could direct the employee at which team to perform his obligations. The club directed the player to perform for its second team on 10 June 2022, to which the player countered. The player's lawyer requested the player's reintegration to the first team on 14 June 2022, and that the club owed the player his May 2022 salary. The club informed the player on 15 June 2022 that he was contractually obliged to perform for the second team, and that the club would pay the May 2022 salary as soon as the club had completed changes in its finance department. The player's lawyer requested the player's reintegration to the first team again on 16 June 2022 and on 21 June 2022. The club and the player's lawyer exchanged communications reiterating their respective positions while the employment relationship deteriorated further, with mutual accusations. On 8 July 2022, the club settled the player's May 2022 salary and the player's lawyer informed the club that the player had passed his medical examination on 7 July 2022 as well as he acknowledge partial payment of the player's May 2022 salary. On 11 July 2022, the player's lawyer informed that the club continually denied the player's right to train with the first team and that the club had not paid the player's June 2022 salary. On 12 July 2022, the club informed the player that the player would train individually until 13 July 2022 at latest and that the player had violated the club's rules of conduct for taking photos during a training session. On that same date, the club's manager texted the player that he had physicals tests on that same day, to which the player's lawyer countered. On 13 July 2022, the club issued to letters to the player informing him that he would be transferred to the second team for 30 days, starting 14 July 2022. On 14 July 2022, the player's lawyer requested the club to reinstate the player to the first team and to pay his June 2022 salary until 15 July 2022 or the player would terminate his employment contract for cause. On the same date, the club informed the player that it maintained its position, to which the player's lawyer countered and terminated the player's employment contract based on FIFA RSTP art. 14.2. On 10 August 2022, the club settled the player's June 2022 salary after the player had filed his claim before the FIFA DRC.

The player sued the club on 16 July 2022 at the FIFA DRC for breach of contract requesting outstanding salaries and compensation for just cause termination. The club did not respond. On 26 January 2023, the FIFA DRC passed an operative part of the decision and rectified it on 18 April 2023 for clerical mistakes. In short, the FIFA DRC partially accepted the player's claim.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The club requested that the player be found that he did not have just cause to terminate his contract and that the club does not need to pay any damage or compensation to the player. In short, the club alleged that: (a) the FIFA DRC lacked jurisdiction due to choice of forum clause in the employment contract; (b) FIFA



## CAS 2023/A/9636

## Continuation | Before the Court of Arbitration for Sport

- / **25 August 2023:** FIFA filed its comments
- / **12 September 2023:** sole arbitrator informed the parties no hearing needed, concurring to the parties' joint positions
- / **12 September 2023:** club filed new submission without new evidence (Hungarian labour court's decision on the dispute)
- / **12 September 2023:** CAS Court Office forward order of procedure to the parties
- / **25 September 2023:** player requested the club's new submission to be declared inadmissible
- / **27 September 2023:** FIFA requested the club's new submission to be declared inadmissible
- / **29 September 2023:** club informed that its submission was new information and relevant to the case
- / **13 October 2023:** sole arbitrator decided to issue his decision regarding the new submission in the final award
- / **2 August 2023:** player produced the evidence (new employment contract)
- / **29 January 2024:** sole arbitrator invited the club to produce the Hungarian labour court's decision
- / **7 February 2024:** club produced a translated decision originally issued on 25 August 2023
- / **7 February 2024:** club filed new submission regarding the FIFA DRC's jurisdiction and principle of *lis pendens*
- / **8 February 2024:** sole arbitrator posed questions to the parties
- / **9 February 2024:** player responded the questions and objected to the admissibility of the club's new submission
- / **13 February 2024:** FIFA responded the questions and objected to the admissibility of the club's new submission
- / **15 February 2024:** club responded the questions and filed new submission on the FIFA DRC's jurisdiction and principle of *lis pendens*
- / **23 February 2024:** player filed his comments
- / **23 February 2024:** FIFA filed its comments
- / **14 March 2024:** sole arbitrator decided the 7.Feb and 15.Feb submissions inadmissible
- / **18 March 2024:** club filed new submissions with new evidence
- / **20 March 2024:** sole arbitrator decided the 7.Feb and 15.Feb response to the questions are admissible
- / **20 March 2024:** sole arbitrator decided the 18.Mar submission inadmissible
- / **15 January 2025:** sole arbitrator issued award

violated the club's right to be heard by failing to provide the club with the opportunity to participate in the FIFA DRC proceeding; (c) the player breached his employment contract; (d) the club acted diligently regarding its employment relationship with the player; (e) the club fully complied with its financial obligations; (f) the player did not discharge his duties to mitigate.

The player filed his answer requesting that the sole arbitrator uphold the FIFA DRC decision. The player alleged that: (a) FIFA has no direct interest in the appeal; (b) the FIFA DRC has jurisdiction; (c) the player terminated his employment contract with just cause as the club breached his employment contract; (d) the player did not request any outstanding salary; (e) the club did not make any request for relief regarding mitigation. In short, the player's position is that he is entitled to receive compensation.

FIFA filed its answer requesting that the sole arbitrator uphold the FIFA DRC decision. FIFA alleged that: (a) FIFA has duly notified the club regarding the player claim before the FIFA DRC; (b) the club cannot bring forward new evidence to which it had access during the original proceeding; (c) the FIFA DRC has jurisdiction; (d) FIFA has no *locus standi* in an horizontal dispute. In short, FIFA's position is that the sole arbitrator should reject the club's requests for relief.

## » CAS 2023/A/9636 Mezokovesd Zsory Futball Cub LLC v. Antonio Vutov & Fédération Internationale de Football Association (FIFA)

### MAIN LEGAL FINDINGS

The sole arbitrator decided that : (a) the appeal filed by the club is partially upheld; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is confirmed, save for the first bullet of paragraph 2 of its operative part, which is set aside; (c) the costs of the arbitration is borne for 90% by the club and for 10% by the player; (d) the club shall bear its own costs and pay the player a contribution in the amount of CHF 5,000 towards the legal fees and others expenses.

#### Preliminary issue n. 1

The sole arbitrator reasons the Hungarian Labour Courts have issued a decision on the merits regarding the dispute. The sole arbitrator notes res judicata forms part of procedural public policy and its potential application is to be examined ex officio. In addition, the sole arbitrator reasons that PILA arts. 25 and 27 provide the requirements for a foreign decision to be recognized in Switzerland. The sole arbitrator notes that the club did not prove when it had filed its claim against the player, if the player had been notified of that proceeding, and that the Hungarian Labour Courts' decision is final and enforceable. The sole arbitrator decides res judicata is inapplicable in this case.

#### Preliminary issue n. 2

The sole arbitrator reasons the club's conduct is not abusive/inappropriate and that it was not barred from submitting evidence at CAS. The sole arbitrator notes filing evidence at CAS that was available during the previous instance proceeding impacts on the allocation of costs. The sole arbitrator decides that the evidence the club filed at CAS is admissible.

#### Supporting issue

The sole arbitrator reasons that the club filed its answer at the FIFA DRC late and that the club is not barred from submitting evidence in this proceeding that it had not filed in the previous instance. The sole arbitrator notes that it is his discretion whether to exclude evidence. The sole arbitrator decides that the club's conduct is not abusive/inappropriate for filing evidence solely at CAS.

#### Main issue n. 1

The sole arbitrator reasons that FIFA waived its argument that it did not have standing to be sued. The sole arbitrator notes that the FIFA standing to be sued is limited to a narrow scope, regarding the club's proper notification of the previous instance's proceeding. The sole arbitrator decides that FIFA's initial objection against it standing to be sued is moot.

#### Main issue n. 2

The sole arbitrator reasons that the club did not prove that FIFA notified it in an email address other than the one set in the FIFA TMS, including which email it had registered in the FIFA TMS at the time of notification. The sole arbitrator notes that FIFA notified the email registered in the FIFA TMS according to the evidence it provided, as well as another email related to the club. In addition, the sole arbitrator recalls that the club filed its response and its counterclaim late, which confirms that it was aware of the FIFA DRC proceedings. The sole arbitrator decides FIFA properly notified the club of the player's claim filed before the FIFA DRC.



## CAS 2023/A/9636 Mezokovesd Zsory Futball Cub LLC v. Antonio Vutov & Fédération Internationale de Football Association (FIFA)

### Main issue n. 3

The sole arbitrator reasons that, in conclusion, the FIFA DRC has “a priori” jurisdiction according to the FIFA RSTP art. 22(1) and a contractually agreed exception must be “prima facie” clear, specific and exclusive. The sole arbitrator notes that if an arbitration clause and a choice of forum clause are able to coexist, the person who files a claim first is who exercises the discretion to set the appropriate forum – as did the player by filing first before the FIFA DRC. The sole arbitrator decides that the FIFA DRC has jurisdiction over the dispute originally.

### Main issue n. 4

The sole arbitrator reasons the club’s behaviour alone is not sufficient to grant an early termination just cause basis as the employment contract has a clause that allows the club to direct the player to perform his contractual obligations with any team within the club – be it the first team or the second team. The sole arbitrator notes, however, that the club behaved abusively when compounding the player’s demotion to the second team and the delays in salary payment. In addition, the sole arbitrator notes that the club did not act diligently and remained passive in communicating with the player throughout. The sole arbitrator decides that the player had just cause to terminate the employment contract.

### Supporting issue

The sole arbitrator reasons that the player’s duty to mitigate influences the amount of compensation that the club must pay the player for breach of contract. The sole arbitrator notes that the player needs to avoid foregoing any reasonable alternative salary during the remaining of the original contract’s term to fulfil his duty to mitigate his damages in good faith. The sole arbitrator decides the club did not prove that the player had intentionally foregone a higher salary and that the player had fulfilled his duty to mitigate.

**TAS 2023/A/9882**

Juan Martin Lucero c. Club Colo Colo &amp; FIFA

**TAS 2023/A/9882**

Fortaleza Esporte Club v. Club Social y Deportivo Colo Colo &amp; FIFA

**TAS 2023/A/9882**

Club Social y Deportivo Colo Colo c. Juan Martin Lucero &amp; Fortaleza Esporte Clube

Reference number: [TAS 2023/A/9882, 9935 & 9936](#)

Award date: 16 January 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT N. 1****Player**

Juan Martin Lucero

**LEGAL TEAM**

Ariel N. Reck | Buenos Aires, Argentina

**APPELLANT N. 2****Club**

Fortaleza Esporte Clube

**LEGAL TEAM**

Andre Sica | Sao Paulo, Brazil

Pedro Henrique Mendonca | Sao Paulo, Brazil

Joao Vitor Pimentel | Sao Paulo, Brazil

**APPELLANT N. 3****Club**

Club Social y Deportivo Colo-Colo

**LEGAL TEAM**

Inigo de Lacalle | Madrid, Spain

Alvaro Martinez | Madrid, Spain

**RESPONDENT****IF**

Fédération Internationale de Football Association (FIFA)

**LEGAL TEAM**

Miguel Lietard | Director of Litigation, Zurich, Switzerland

**PANEL****President.**

Roberto Moreno Rodriguez Alcala

Attorney-at-law, Asuncion, Paraguay

**Co-arbitrator.**

Juan Pablo Arriagada Alijaro

Attorney-at-law, Santiago, Chile

**Co-arbitrator.**

Rui Botica Santos

Attorney-at-law, Lisbon, Portugal

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Type of dispute; consent award

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; art. 17

**LANGUAGE**

Spanish and English, award in Spanish

**KEYWORDS**

Horizontal dispute; vertical dispute; limitation to the parties autonomy

**CASELAW CITED**/ **Type of disputes, horizontal:** CAS 2016/A/4838/ **Type of disputes, vertical:** CAS 2016/A/4838**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Preliminary issue**

Is it relevant for the case if the dispute is deemed horizontal or vertical in nature? Yes, it is relevant for the case that this dispute is deemed both horizontal and vertical in nature.

**Main issue n.1**

Is North County United entitled to receive training compensation? Yes, North County United is entitled to receive training compensation.

**Main issue n.1**

Can the clubs and the player agree to annul the FIFA DRC decision or lift the sporting sanctions? No, the clubs and the player cannot agree to annul the FIFA DRC decision or to lift the sporting sanctions.

**TAS 2023/A/9882**

Juan Martin Lucero c. Club Colo Colo &amp; FIFA

**CAS 2023/A/9935**

Fortaleza Esporte Club v. Club Social y Deportivo Colo Colo &amp; FIFA

**TAS 2023/A/9936**

Club Social y Deportivo Colo Colo c. Juan Martin Lucero &amp; Fortaleza Esporte Clube

**Before the FIFA Football Tribunal  
Dispute Resolution Chamber**/ **22 March 2023:** Colo-Colo filed its claim/ **3 August 2023:** FIFA DRC issued its decision/ **8 August 2023:** FIFA DRC communicated its decision's grounds**Before the Court of Arbitration  
for Sport****Next page**

## Background

Colo-Colo (represented by Blanco y Negro S.A.) and Lucero signed agreements that regulated their employment relationship, including a economic rights' cession contract. On 15 November 2022, Colo-Colo informed Lucero that it would exercise its right to acquire 80% of the economic rights referred to in the economic rights' cession contract as well as the player's definitive transfer. On 17 November 2022, Lucero thanked Colo-Colo. Between 26-28 December 2022, Lucero and Colo-Colo exchanged emails expressing disagreement regarding the interpretation of contractual clauses. On 3 January 2023, Lucero informed Colo-Colo that he intended to pay a USD 1,000,000 penalty clause to terminate the employment relationship. On 4, 5 and 8 January 2023, Colo-Colo informed Lucero that the employment relationship remained valid and that he should attend the club's daily schedule. On 5 January 2023, Colo-Colo informed Fortaleza that Lucero had a valid employment relation with Colo-Colo and that Fortaleza should respect the employment relation and not sign Lucero. On 9 January 2023, Lucero informed Colo-Colo that he would terminate the employment relationship by paying the USD 1,000,000 penalty clause. On the same date, Colo-Colo requested that the player should attend the club's daily schedule and noted that Colo-Colo would consider that Lucero decided to unilaterally terminate the employment relation without just cause if the player refused to do so. On 12 January 2023, Colo-Colo informed Fortaleza that signing Lucero would be considered improper inducement and that Fortaleza would be solidarily liable. On that same date, Lucero sent Colo-Colo the USD 1,000,000 payment receipt. On 14 January 2023, Colo-Colo sent a formal notice to Fortaleza. On 17 January 2023, Lucero and Fortaleza signed an employment agreement, valid until 31 December 2026.

On 22 March 2023, Colo-Colo filed a claim before the FIFA Football Tribunal Dispute Resolution Chamber against Lucero and Fortaleza for breach of contract and early termination without just cause, requesting compensation and imposition of sanctions on the Fortaleza and Lucero. On 3 August 2023, the FIFA Football Tribunal Dispute Resolution Chamber issue its decision partially accepting Colo-Colo's claim and sanctioned both Fortaleza and Lucero. The FIFA DRC communicated the grounds on 8 August 2023.

Lucero, Fortaleza, and Colo-Colo reached an agreement during the CAS proceedings and, as such, the panel did not include their positions on the award for clarity's sake. In addition, the panel considered that FIFA's position is influenced directly by the agreement as well. Lucero, Fortaleza, and Colo-Colo filed their agreement on 6 May 2024. The panel issued its award on 16 January 2025.

TAS 2023/A/9882

CAS 2023/A/9935

TAS 2023/A/9936

## Before the Court of Arbitration for Sport

- / **8 August 2023:** Lucero filed statement of appeal and request for provisional measures
- / **16 August 2023:** CAS issued the provisional measures decision's operative part
- / **23 August 2023:** Lucero filed a full version of his statement of appeal
- / **29 August 2023:** Fortaleza filed statement of appeal and request for provisional measures
- / **29 August 2023:** Colo-Colo filed statement of appeal
- / **6 September 2023:** CAS Court Office informed the language of the proceedings
- / **11 September 2023:** FIFA and Colo-Colo filed their answer to Fortaleza's provisional measure request
- / **23 September 2023:** Colo-Colo filed appeal brief
- / **23 September 2023:** Fortaleza filed appeal brief
- / **25 September 2023:** Lucero filed appeal brief
- / **5 October 2023:** CAS issued the grounds for the 16 August 2023 provisional measure decision
- / **12 October 2023:** formation of the panel
- / **25 October 2023:** FIFA filed answer
- / **26 October 2023:** Fortaleza filed answer
- / **26 October 2023:** Colo-Colo filed answer
- / **26 October 2023:** Lucero filed answer
- / **7 November 2023:** CAS Appeals Division president reiterated her decision on the proceedings' language
- / **13 November 2023:** Fortaleza filed evidence requested by Colo-Colo
- / **16 November 2023:** Colo-Colo filed submission on evidence and requested to amend its request for relief
- / **20 November 2023:** FIFA filed submission on evidence
- / **24 November 2023:** Fortaleza filed submission on proceedings' language and on Colo-Colo's request
- / **27 November 2023:** CAS Court Office reiterated the decision on the proceedings' language
- / **28 November 2023:** panel decided to hold a hearing
- / **13 December 2023:** panel issued provisional measure's decision regarding Fortaleza's request
- / **19 December 2023:** CAS Court Office forward order of procedure to the parties
- / **26 February 2024:** CAS Court Office informed the parties on the hearing dates to be held at Lima, Peru
- / **14 March 2024:** the panel held the hearing
- / **6 May 2024:** Colo-Colo, Fortaleza and Lucero filed an agreement
- / **14 May 2024:** FIFA filed submission regarding the agreement
- / **16 January 2025:** panel issued award



- » **TAS 2023/A/9882 Juan Martin Lucero c. Club Colo Colo & FIFA**
- » **CAS 2023/A/9935 Fortaleza Esporte Club v. Club Social y Deportivo Colo Colo & FIFA**
- » **TAS 2023/A/9936 Club Social y Deportivo Colo Colo c. Juan Martin Lucero & Fortaleza Esporte Clube**

## MAIN LEGAL FINDINGS

The panel decided that: (a) the FIFA Football Tribunal Dispute Resolution Chamber decision is partially confirmed, and that its bullets 2 and 3 are set aside; (b) the 6 May 2024 agreement between Juan Martin Lucero, Club Social y Deportivo Colo-Colo, and Fortaleza Esporte Clube is partially ratified, save for clause 1.2; (c) order Juan Martin Lucero, Club Social y Deportivo Colo-Colo, and Fortaleza Esporte Clube to perform the 6 May 2024 agreement, save for clause 1.2; (d) the costs of the proceedings TAS 2023/A/9882 and CAS 2023/A/9935 are borne by Fortaleza Esporte Clube; (e) the costs of the proceeding TAS 2023/A/9936 are borne by Club Social y Deportivo Colo-Colo; (f) each party shall cover their own legal costs.

### Preliminary issue

The panel reasons that horizontal disputes are those involving FIFA stakeholders and do not affect FIFA's disciplinary powers directly. In addition, the panel reasons that vertical disputes are those regarding sporting sanctions, or that deal with disciplinary or eligibility issues as well as others relating to FIFA's regulatory responsibilities. The panel notes a dispute can be both horizontal and vertical in nature. Furthermore, the panel notes that it is undisputed that the parties to a horizontal dispute may reach an agreement due to their autonomy. However, the panel notes that a settlement agreement between FIFA stakeholders that deal with the horizontal part of a dispute may not affect its vertical part. The panel decides that is relevant for the case that this dispute is deemed both horizontal and vertical in nature.

### Supporting issue n. 1

The panel reasons FIFA's position is affected when the clubs and the player decided to settle issues that fall on the vertical side of the dispute, especially the annulment of the previous instance decision and the imposition of sporting sanctions. The panel notes that FIFA opposed to consent award regarding the settlement agreement. In addition, the panel notes that it may render a consent award regarding the horizontal part of the dispute, while not including the settlement agreement's clauses that dispose on the vertical part of the dispute. The panel partially accepts the settlement agreement, excluding the clauses that regard the vertical part of the dispute.

### Supporting issue n. 2

The panel reasons that the clubs and the player decided to settle the horizontal part of the dispute, and included in the settlement agreement that the parties' agreed to annul the FIFA Football Tribunal Dispute Resolution Chamber decision and lift the sporting sanctions. The panel notes that the clubs and the player cannot dispose on the vertical part of the dispute by themselves as it goes beyond their autonomy. The panel decides that the clubs and the player cannot agree to annul the FIFA DRC decision or to lift the sporting sanctions.

**CAS 2024/A/10485****Henan FC v. Hildeberto José Morgado Pereira**Reference number: [CAS 2024/A/10485](#)

Award date: 16 January 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Henan FC



The People's Republic of China

**LEGAL TEAM****Chu (Roy) Ruoyu** | Attorney-at-law in Shanghai, The People's Republic of China**Alejandro Pacual Madrid** | Attorney-at-law in Valencia, Spain**RESPONDENT**

Player

**Hildeberto José Morgado Pereira**

Portugal

**LEGAL TEAM****Duarte Costa** | , Attorney-at-law, Lisbon, Portugal**SOLE ARBITRATOR****Ken E. Lalo** | Attorney-at-Law in Gan-Yoshiyya, Israel**CATEGORY**

Procedural

**ISSUES**

Appeal's withdrawal

**RELEVANT RULES & REGULATIONS**

PILA; art. 182

**LANGUAGE**

English

**KEYWORDS**

Appeal's unilateral withdrawal; consent to withdrawal

**CASELAW CITED****/ Unilateral proceeding's withdrawal, necessary consent:** CAS 2020/A/7252.**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Preliminary issue**

Can the club unilaterally withdraw its appeal before CAS? No, the player has to consent when the proceeding is at a late stage.

**CAS 2024/A/10485****Henan FC v. Hildeberto José Morgado Pereira****Before the FIFA Football Tribunal Dispute Resolution Chamber**

- / **15 January 2024:** player filed claim
- / **9 February 2024:** club filed answer
- / **5 April 2024:** FIFA DRC issued decision
- / **16 April 2024:** FIFA DRC communicated grounds

**Before the Court of Arbitration for Sport**

- / **6 May 2024:** club filed statement of appeal
- / **21 May 2024:** FIFA informed that it renounced its right to request intervention
- / **25 May 2024:** club filed appeal brief
- / **7 July 2024:** player filed answer
- / **11 July 2024:** CAS Appeals Division president appointed sole arbitrator
- / **24 July 2024:** sole arbitrator decided to hold a videoconference hearing
- / **7 August 2024:** CAS Court Office informed the parties that the hearing would be held on 28 August 2024
- / **7 August 2024:** CAS Court Office forward order of procedure to the parties
- / **20 August 2024:** player provided witness statement
- / **23 August 2024:** club submitted urgent request for production of documents
- / **26 August 2024:** player objected to the production of new evidence
- / **27 August 2024:** sole arbitrator requested player to produce the documents
- / **27 August 2024:** player produced the documents
- / **28 August 2024:** hearing held
- / **23 September 2024:** club alleged that the documents had been manipulated and submitted new evidence
- / **8 October 2024:** player filed submission on the club's allegations and submitted new evidence
- / **17 October 2024:** club informed that the parties were close to reach an amicable settlement
- / **28 October 2024:** club informed that parties reached a settlement
- / **28 October 2024:** club informed that it considered the appeal withdrawn
- / **30 October 2024:** sole arbitrator invited player to comment
- / **1 November 2024:** the player did not object to the withdrawal and did not submit its position
- / **16 January 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 1 July 2023, valid until 31 December 2023. The employment contract included a provision regarding automatic extension with specific requirements. On 31 December 2023, the club notified the player that the employment contract had ended. On the same date, the player rejected the club's position while stating that he considered the contract automatically renewed and that the club had unilaterally terminated the employment contract without just cause. On 1 January 2024, the player's agent informed the club about the player's position. On 3 January 2024, the club confirmed its position and stated that the parties did not meet the conditions for the automatically renewing the employment contract. On 5 January 2024, the player signed for a new club.

On 15 January 2024, the player filed a claim against the club before the FIFA Football Tribunal Dispute Resolution Chamber seeking compensation. On 9 February 2024, the club filed its answer. On 5 April 2024, the FIFA DRC rendered its decision and partially accepted the player's claim.

On 6 May 2024, the club filed its statement of appeal before the Court of Arbitration for Sport. On 25 May 2024, the club filed its appeal brief. On 7 July 2024, the player filed his answer. On 11 July 2024, the CAS Appeals Division president appoint the sole arbitrator. On 23 August 2024, the club submitted an urgent request for production of documents. On 27 August 2024, the player produced the documents. On 28 August 2024, the sole arbitrator held a videoconference hearing.

## » CAS 2024/A/10485 Henan FC v. Hildeberto José Morgado Pereira

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is terminated; (b) the costs of the arbitration are borne by the club; and (c) each party shall bear its own costs incurred in connection with the arbitration proceeding.

### Preliminary issue

The sole arbitrator reasons the CAS Code does not contain a provision on the withdrawal of an appeal before CAS and that it is a procedural question within the meaning of PILA art. 182. The sole arbitrator notes an unilateral withdrawal of an appeal at a late stage, following the filing of all pleadings and holding a full-fledged hearing is not possible without the other party's consent. The sole arbitrator decides the player has to consent when the proceeding is at a late stage.

**CAS 2024/A/10394****CPFC Limited T/A Crystal Palace  
FC v. North County United/Treasure  
Coast Tritons**Reference number: [CAS 2024/A/10394](#)

Award date: 17 January 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Club**  
CPFC Limited T/A Crystal Palace  
Football Club

United Kingdom

**LEGAL TEAM****Mills & Reeve** | London, United Kingdom  
**John Shea** |**RESPONDENT****Club**  
North County United/Treasure Coast  
Tritons

USA

**LEGAL TEAM****Jan Schweele** | Berlin Sports Law, Lisbon, Portugal  
**Thomás Prestes Bosak** | Berlin Sports Law, Lisbon, Portugal  
**João Marcos Canola** | Berlin Sports Law, Lisbon, Portugal**SOLE ARBITRATOR****Jordi López Batet** | Attorney-at-Law in Barcelona, Spain**CATEGORY****Employment, Status & Transfer****ISSUES**

Training compensation; player's passport

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; art. 2(1)(i)/Annex 4

**LANGUAGE**

English

**KEYWORDS**

Good faith information

**CASELAW CITED****/ Player's passport, good faith  
information:** CAS 2024/A/10351; CAS  
2021/A/7857; CAS 2015/A/4214.**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue n.1**

Does North County United have standing to sue before the FIFA DRC? Yes, North County United has standing to sue before the FIFA DRC.

**Main issue n.2**

Is North County United entitled to receive training compensation? Yes, North County United is entitled to receive training compensation.

**CAS 2024/A/10394****CPFC Limited T/A Crystal Palace FC v. North County United/Treasure Coast Tritons****Before the FIFA Football Tribunal Dispute Resolution Chamber**

- / **August 2023:** North County United filed claim
- / **13 September 2023:** Crystal Palace objected
- / **5 October 2023:** North County United filed reply
- / **23 October 2023:** Crystal Palace filed submission
- / **2 November 2023:** FIFA DRC issued decision
- / **15 February 2024:** FIFA DRC communicated grounds

**Before the Court of Arbitration for Sport**

- / **6 March 2024:** Crystal Palace filed statement of appeal
- / **14 March 2024:** FIFA declined to participate as a party in the proceedings
- / **17 March 2024:** Crystal Palace filed appeal brief
- / **28 March 2024:** Crystal Palace filed submission with new evidence
- / **2 April 2024:** sole arbitrator appointed
- / **20 May 2024:** North County United filed answer and submission on new evidence
- / **29 May 2024:** sole arbitrator decided to hold a hearing
- / **7 June 2024:** sole arbitrator admitted submission with new evidence
- / **21 June 2024:** sole arbitrator decided to hold a video-conference hearing on 3 September 2024
- / **July 2024:** CAS Court Office forward order of procedure to the parties
- / **8 July 2024:** sole arbitrator confirmed he had admitted submission with new evidence
- / **31 July 2024:** Crystal Palace filed new evidence
- / **31 August 2024:** Crystal Palace filed new evidence
- / **2 September 2024:** North County United objected to the new evidence's admissibility
- / **3 September 2024:** sole arbitrator held the hearing
- / **3 September 2024:** North County United produced new evidence at the hearing
- / **3 September 2024:** sole arbitrator admitted the new evidences
- / **17 January 2025:** sole arbitrator issued award

## Background

Treasure Coast Tritons (formerly named North County United) filed a claim at the FIFA DRC against Crystal Palace requesting the payment of training compensation relating to a player whose first professional registration was with Crystal Palace on 28 July 2021. North County United based its claim on the player's passport issued by the United States Soccer Federation as he had been registered at the club from 11 May 2018 to 4 August 2018 and from 27 March 2019 to 4 August 2019. On 31 August 2023, USSF confirmed that the same ownership group and organization operated North County United and Treasure Coast Tritons. On 13 September 2023, Crystal Palace objected the claim. On 5 October 2023, North County United argued that the player's passport has "bona fide" information. On 23 October 2023, Crystal Palace argued that North County United lacked standing to sue. On 2 November 2023, the FIFA DRC accepted North County United's claim.

Crystal Palace filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The club requested that the sole arbitrator confirm that Crystal Palace is under no obligation to pay training compensation to North County United. In short, Crystal Palace alleged that the entity indicated in North County United's BARF at the FIFA DRC is a different entity, Global Sports Group, and that it gives doubt if North County United is the club that is actually trying to receive training compensation. Crystal Palace posits that North County United does not have standing to sue, as the current legal entity that the ownership group and organizations manages is Altitude Rush as well as both North County United and Treasure Coast Tritons are the same club as FC Florida U23. In addition, Crystal Palace holds that FC Florida trained the player during the same period, to the exemption of two periods in which the player trained at Portland Timbers, Naestved Boldklub A/S and Georgetown University. Moreover, Crystal Palace considers that the player's registration may have been deliberately altered.

North County United filed its answer requesting that the sole arbitrator uphold the FIFA DRC decision. The club alleged that: (a) Global Sports Group controls North County United; (b) North County United's TMS account identifies the Global Sports Group principal as its TMS Manager; (c) FIFA has recognized Global Sports Group's control over North County United and Treasure Coast Tritons as well as affirmed the BARF's validity; (d) the USSF-issued player's passport has good faith information regarding the player's background; (e) North County United has standing to sue. In short, North County United's position is that it is entitled to receive training compensation.



## » CAS 2024/A/10394 CPFC Limited T/A Crystal Palace FC v. North County United/Treasure Coast Tritons

### MAIN LEGAL FINDINGS

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

#### Main issue n. 1

The sole arbitrator reasons the fact that the North County United's TMS user filed the claim while the club's current name is Altitude Rush does not distort its standing to sue. The sole arbitrator notes that North County United proved its name change to Treasure Coast Tritons and that it had, further, changed its name to Altitude Rush. In addition, the sole arbitrator reasons that the BARF's beneficiary is North County United's controlling entity. The sole arbitrator notes that FIFA did not raise an issue, nor found a regulatory violation, when Crystal Palace raised the same allegation at the FIFA DRC. The sole arbitrator decides that North County United has standing to sue before the FIFA DRC.

#### Main issue n. 2

The sole arbitrator reasons that the player's passport has good faith information and that the information therein should be considered as correct and adequate. The sole arbitrator notes Crystal Palace did not discharge its burden of proof to contradict the information in the player's passport. The sole arbitrator decides North County United is entitled to receive training compensation.

**CAS 2024/A/10642****Persepolis Football Club v.  
Leandro Marcos Pereira**Reference number: [CAS 2024/A/10642](#)

Award date: 17 January 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

**Persepolis Football Club**

Iran

**LEGAL TEAM****Reza Darvish** | Persepolis Football Club President**RESPONDENT**

Player

**Leandro Marcos Pereira**

Brazil

**LEGAL TEAM****Breno Costa Ramos Tannuri** | Tannuri Ribeiro Advogados, São Paulo, Brazil**Pedro Vasconcelos Botelho** | Tannuri Ribeiro Advogados, São Paulo, Brazil**SOLE ARBITRATOR****José Juan Pintó Sala** | Attorney-at-law in Barcelona, Spain**AD HOC CLERK****Alejandro Naranjo Acosta** | Attorney-at-law in Barcelona, Spain**CATEGORY****Employment, Status & Transfer****ISSUES**

Due process; penalty clause

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; art. 12bis

Swiss Code of Obligations; art. 163

**LANGUAGE**

English

**KEYWORDS**

Videoconference hearing; hearing non-attendance; penalty clause reduction

**CASELAW CITED**/ **Hearing, non-attendance:** CAS 2008/A/1534; CAS 2013/A/3172; CAS 2020/A/6694./ **Videoconference hearing, due process:** CAS 2019/A/6463 & 6464./ **Penalty clause, reduction:** CAS 2017/A/5046; CAS 2015/A/4057.**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**

Did the club's delay trigger the penalty clause? Yes, the club's delay triggered the penalty clause.

**CAS 2024/A/10642****Persepolis Football Club v.  
Leandro Marcos Pereira****Before the FIFA Football Tribunal Dispute  
Resolution Chamber**

- / **16 October 2023:** player filed claim
- / **18 April 2024:** FIFA DRC issue decision
- / **13 May 2024:** FIFA DRC communicated grounds

**Before the Court of Arbitration  
for Sport**

- / **2 June 2024:** club filed statement of appeal
- / **5 June 2024:** club submitted its completed statement of appeal, which serves as appeal brief
- / **7 June 2024:** CAS Court Office informed FIFA
- / **13 June 2024:** FIFA renounced its right to request intervention
- / **15 August 2024:** player filed his answer
- / **16 August 2024:** sole arbitrator appointed
- / **28 August 2024:** sole arbitrator decided to hold a videoconference hearing
- / **31 August 2024:** club indicated that it was unable to use Cisco Webex and requested to participate in person
- / **9 September 2024:** player requested to participate via videoconference, if need be for an in person hearing
- / **13 September 2024:** sole arbitrator confirmed the videoconference hearing via Cisco Webex on 20 September 2024
- / **17 September 2024:** CAS Court Office forward order of procedure to the parties
- / **18 September 2024:** club informed it could not attend the videoconference hearing
- / **18 September 2024:** CAS Court Office reminded the club that the sole arbitrator may proceed with the hearing and deliver the award
- / **18 September 2024:** CAS Court Office invited the parties to inform whether wished to maintain the hearing
- / **18 September 2024:** player confirmed his presence
- / **19 September 2024:** sole arbitrator maintained the videoconference hearing
- / **20 September 2024:** hearing held without the club's attendance
- / **17 January 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 5 February 2023. The club agreed to pay the player USD 1,100,000 plus bonuses. The club reached the conditions for paying two bonuses to the player, respectively on 18 May 2023 and 31 May 2023. On 12 July 2023, the parties agreed to terminate the employment contract and the termination agreement included a provision acknowledging the club's debt to the player amounting to USD 125,000 of overdue salaries and USD 18,000 for bonuses. According to the termination agreement, the club had to pay the player USD 143,000 no later than 11 August 2023 and the club would have to pay an additional USD 100,000 as compensation for defaulting on the payment. The club did not comply with the payment. On 25 August 2023, the parties concluded a second termination agreement assigning to the player USD 163,000 that the parties agreed that FIFA, who was not a party to the contract, would be responsible for transferring to the player by 22 September 2023 as the club benefitted from the FIFA World Cup Club Benefits Programme for the 2022 FIFA World Cup. Moreover, the second termination agreement provided that the player would be entitled to receive, additionally, USD 150,000 in case he does not receive the USD 163,000 amount by 24 September 2023. On 26 August 2023, via the Football Federation Islamic Republic of Iran, the club requested FIFA to transfer the net amount of USD 163,000 to the player. On 27 August 2023, the Football Federation Islamic Republic of Iran sent the club's request to FIFA. On 30 August 2023, FIFA sent a letter to the Football Federation Islamic Republic of Iran asking that FFIRI send a FFIRI's official letter requesting that FIFA transfer the funds assigned to the club directly to the player. On 2 September 2023, the club sent FIFA a reminder letter. On 5 September 2023, FFIRI sent FIFA the request on an official letter. On 15 September 2023, the club sent a letter to FIFA reminding its requests. On 25 September 2023, the club sent a new letter to FIFA. On 27 September 2023, FFIRI informed the club that it received a letter from FIFA stating that FIFA's compliance team had yet to approve the club's request and instructing FFIRI and the club on next steps. On 10 October 2023, the club sent another letter to FIFA. On the same date, FFIRI sent a letter to FIFA requesting updates. On 17 October 2023, after the player had filed his claim at the FIFA Dispute Resolution Chamber, the club sent a letter to FIFA requesting to expedite the process to pay in its behalf the amount due to the player. On 18 October 2023, FIFA sent a letter to FFIRI stating that it had the necessary approvals for the payment and reminded FFIRI and the club of the next steps needed to proceed with payment. On 19 October 2023, FFIRI informed the club regarding the FIFA letter as well as provided the club with the necessary forms that it should fill. On the same date, the club sent to the player the form he should fill to authorize the payment directly from FIFA. The player never filled his form and FIFA did not realize the payment to the player on behalf of the club.

The player sued the club at the FIFA Dispute Resolution Chamber for outstanding payment on 16 October 2023 requesting the additional penalty. On 18 April 2024, the FIFA DRC issue its decision and partially

**CAS 2024/A/10642****Persepolis Football Club v.  
Leandro Marcos Pereira****Before the FIFA Football Tribunal Dispute  
Resolution Chamber**

- / **16 October 2023:** player filed claim
- / **18 April 2024:** FIFA DRC issue decision
- / **13 May 2024:** FIFA DRC communicated grounds

**Before the Court of Arbitration  
for Sport**

- / **2 June 2024:** club filed statement of appeal
- / **5 June 2024:** club submitted its completed statement of appeal, which serves as appeal brief
- / **7 June 2024:** CAS Court Office informed FIFA
- / **13 June 2024:** FIFA renounced its right to request intervention
- / **15 August 2024:** player filed his answer
- / **16 August 2024:** sole arbitrator appointed
- / **28 August 2024:** sole arbitrator decided to hold a videoconference hearing
- / **31 August 2024:** club indicated that it was unable to use Cisco Webex and requested to participate in person
- / **9 September 2024:** player requested to participate via videoconference, if need be for an in person hearing
- / **13 September 2024:** sole arbitrator confirmed the videoconference hearing via Cisco Webex on 20 September 2024
- / **17 September 2024:** CAS Court Office forward order of procedure to the parties
- / **18 September 2024:** club informed it could not attend the videoconference hearing
- / **18 September 2024:** CAS Court Office reminded the club that the sole arbitrator may proceed with the hearing and deliver the award
- / **18 September 2024:** CAS Court Office invited the parties to inform whether wished to maintain the hearing
- / **18 September 2024:** player confirmed his presence
- / **19 September 2024:** sole arbitrator maintained the videoconference hearing
- / **20 September 2024:** hearing held without the club's attendance
- / **17 January 2025:** sole arbitrator issued award

accepted the player's claim. On 13 May 2024, the FIFA DRC communicated the decision grounds to the parties.

The club filed its appeal with CAS requesting that the panel set aside the FIFA DRC decision. The club requested that the sole arbitrator dismisses the player's claim. In short, the club alleged that: (a) it released the player so he could transfer to a club in Japan; (b) it was not able to comply with the first termination agreement due to international sanctions imposed on Iran banking system; (c) the penalty clause provided for in the second termination agreement was illogical and excessive; (d) it was diligent in trying to assign to the player the amount FIFA would pay the club; (e) FIFA is the responsible for paying the player; (f) the player unreasonably refrained from signing the FIFA form.

The player filed his answer requesting that the panel uphold the FIFA DRC decision. The player alleged that he was entitled to receive the amount outstanding amount and the penalty clause, as award by the FIFA DRC decision, from the club. In short, the player's position is that the second termination agreement in unequivocal, that the club should respect the "pacta sunt servanda" principle and comply with its financial obligations toward the player. In addition, the player argued that the penalty clause was already reduced by the FIFA DRC to half of its original value and that reducing it even further would be allowing the club to acted against the "venire contra factum proprium" principle.

## » CAS 2024/A/10642 Persepolis Football Club v. Leandro Marcos Pereira

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA Football Tribunal Dispute Resolution Chamber decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) each party shall bear its own legal fees and other expenses incurred in connection with the arbitration proceeding.

### Main issue

The sole arbitrator reasons that it was the club that needed to comply with the payment to the player, not FIFA. The sole arbitrator notes that FIFA's role is of a mere facilitator for the transaction. The sole arbitrator decides the club's delay triggered the penalty

**CAS 2024/A/11034****Yukatel Adana Demirspor A.Ş. v.  
Pape Abou Cissé & FIFA**Reference number: [CAS 2024/A/11034](#)

Award date: 20 January 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Yukatel Adana Demirspor A.Ş.



Türkiye

**LEGAL TEAM**

Juan de Dios Crespo | Attorney-at-Law in Valencia, Spain

**RESPONDENT N.1**

Club

Pape Abou Cissé



Senegal

**LEGAL TEAM**

Laurent Menestrier | Attorney-at-Law in Marseille, France

**RESPONDENT N.2**

IF

Fédération Internationale de Football  
Association (FIFA)

Switzerland

**LEGAL TEAM**

Miguel Liétard Fernández-Palacios | Litigation director, Miami, USA

Rodrigo Morais | FIFA Litigation Department, Miami, USA

**PANEL**

President.

**Marco Balmelli**

Attorney-at-law in Basel, Switzerland

Arbitrator.

**Daan de Jong**

General counsel in Utrecht, the Netherlands

Arbitrator.

**Manfred P. Nan**

Attorney-at-law in Amsterdam, the Netherlands

**CATEGORY**

Procedural

**ISSUES**

Provisional measure

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R37

**LANGUAGE**

English

**KEYWORDS**

Request for stay; irreparable harm

**CASELAW CITED**

/ **Request for stay, requirements:** CAS 2001/A/324; CAS 2002/A/378; CAS 2003/O/486; TAS 2004/A/708 & 709; CAS 2004/A/780; CAS 2006/A/1088; CAS 2007/A/1370 & 1376.

/ **Request for stay, requirements fulfilment:** TAS 2007/A/1397; CAS 2007/A/1403; CAS 2010/A/2071.

/ **Request for stay, irreparable harm:** CAS 2007/A/1370; CAS 2008/A/1630; CAS 2010/A/2113; CAS 2014/A/3642.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Preliminary issue**

Does the club show the necessary conditions for granting a request for stay? No, the club's request does not pass the irreparable harm test.



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

- / **19 June 2024:** player lodged claim
- / **23 September 2024:** FIFA DRC issued decision

**Before the Court of Arbitration  
for Sport**

- / **25 November 2024:** club filed statement of appeal with request for stay
- / **4 December 2024:** player filed reply to the request for stay
- / **24 December 2024:** FIFA filed reply to the request for stay
- / **15 January 2025:** panel constituted
- / **20 January 2025:** panel issued the order

## Background

The club and the player signed an employment agreement on 15 September 2023, valid until 30 June 2026. On 7 May 2024, the player put the club in default for outstanding salaries. Despite further reminders, the club failed to fulfil its financial obligations. On 21 May 2024, the player proposed a payment schedule to avoid filing a claim before FIFA. On 24 May 2024, the club paid the first instalment. On 29 May 2024, the club failed to pay the second instalment. On 10 June 2024, the player sent a unilateral termination notice and offered the club another opportunity to avoid a claim before FIFA by adhering to a new payment schedule. At a later date, the club responded that it agreed with the proposed terms. On 13 June 2024, the player sent a reminder to the club. The club failed to pay. On 26 June 2024, the player confirmed the termination of the contract effective 14 June 2024.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 19 June 2024 requesting outstanding remuneration. The FIFA DRC issued a decision partially accepting the player's claim.

The club filed its appeal with CAS requesting that the panel set aside the FIFA DRC decision. In addition, the club requested a stay of the FIFA DRC decision. The player and FIFA objected.

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

### MAIN LEGAL FINDINGS

The panel decided that: (a) the application for a stay and for provisional and conservatory measures filed by the club is dismissed; (b) the costs of the order will be determined in the final award or in any other final disposition of the arbitration.

#### Preliminary issue

The panel reasons that the party who seeks a request for stay needs to sufficiently prove, cumulatively, that: (a) the request for stay is necessary to protect the party from irreparable harm (irreparable harm test), (b) the requesting party has reasonable chances to succeed on the merits (likelihood of success test), and (c) the interest of the requesting party outweigh those of the opposite party(ies) and of third parties (balance of interest test). In addition, the panel reasons the irreparable harm test considers if the request for stay is useful to protect the requesting party from substantial damage that would be difficult to remedy at a later stage. The panel notes that the club fails to concretely demonstrate the existence of a risk of irreparable harm, including sufficient evidence. Furthermore, the panel notes that being prevented from operating in the transfer market as result of a transfer ban is not, per se, irreparable harm. The panel rejects the club's request for stay.

**CAS 2024/A/10670****FK Crvena Zvezda v.  
Kalifa Coulibaly**Reference number: [CAS 2024/A/10670](#)

Award date: 22 January 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Club**  
FK Crvena Zvezda

Serbia

**LEGAL TEAM****Davor Radic** | Radic & Radic Ltd, Split Croatia**RESPONDENT****Player**

Kalifa Coulibaly



France

**LEGAL TEAM****Alexis Rutman** | Attorney at law in Paris, France**SOLE ARBITRATOR****Jonathan Hall** | Solicitor in Dubai, United Arab Emirates**CATEGORY**

Procedural

**ISSUES**

Arbitration costs

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R64

**LANGUAGE**

English

**KEYWORDS**

Award on costs

**CASELAW CITED**

None

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**

Which party bears the procedural costs of the arbitration proceedings?  
The club bears the procedural costs.

**CAS 2024/A/10670**

**FK Crvena Zvezda v.  
Kalifa Coulibaly**

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

- / **23 October 2023:** player filed claim
- / **22 April 2024:** FIFA DRC issued decision

**Before the Court of Arbitration  
for Sport**

- / **14 June 2024:** club filed statement of appeal
- / **27 July 2024:** club filed appeal brief
- / **14 August 2024:** sole arbitrator nominated
- / **23 September 2024:** player filed answer
- / **8 October 2024:** sole arbitrator decided to hold a hearing
- / **15 October 2024:** club informed withdrawal of appeal
- / **21 October 2024:** CAS Court Office informed sole arbitrator would issue an award on costs
- / **22 October 2024:** club filed opposed
- / **30 October 2024:** CAS Court Office confirmed withdrawal
- / **5 November 2024:** player commented on arbitration costs and contribution to legal fees
- / **7 November 2024:** club opposed
- / **12 November 2024:** CAS Court Office informed sole arbitrator would issue an award on costs, including legal fees
- / **22 January 2025:** sole arbitrator issued the award

## Background

The club and the player signed an employment agreement on 29 August 2022 and a settlement agreement on 7 February 2023. The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber on 23 October 2023 questioning the validity of the contract's termination and of the settlement agreement. The club filed a counterclaim against the player. The player, the club, and an intervening third party filed submissions. The FIFA DRC issued its decision on 22 April 2024, partially accepting the player's claim and rejecting the club's counterclaim.

The club filed a statement of appeal with the Court of Arbitration for Sport against the player on 14 June 2024. On 27 July 2024, the club filed its appeal brief. On 14 August 2024, the CAS Appeals Arbitration Division president nominated Jonathan Hall as sole arbitrator. On 23 September 2024, the player filed his answer. On 8 October 2024, the sole arbitrator decided to hold a hearing, which was later set for 5 December 2024. On 15 October 2024, the club informed the CAS Court Office that it was withdrawing its appeal as it had paid the player the amount owed in accordance with the FIFA DRC decision and requested reimbursement of advance of costs. On 21 October 2024, the CAS Court Office informed the parties that the panel was constituted and the sole arbitrator would render an award on costs as long as the parties did not object to the withdrawal. On 22 October 2024, the club stated that it did see any reason for an award on costs and that it should be fully reimbursed. On 30 October 2024, the CAS Court Office confirmed the withdrawal. On 5 November 2024, the player confirmed that the arbitration costs should be borne by the club and that he requested a contribution to legal fees. On 7 November 2024, the club submitted that it opposed to the contribution to legal fees' request. On 12 November 2024, the CAS Court Office notified the parties that the sole arbitrator would rule on the issue of legal costs within his award on costs.

## » CAS 2024/A/10670 FK Crvena Zvezda v. Kalifa Coulibaly

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is terminated; (b) the costs of the arbitration are borne by the club; and (c) the club shall pay the player a contribution in the amount of CHF 3,500 towards the legal fees and other expenses.

### Main issue

The sole arbitrator reasons that CAS Code R64 regulates procedural costs at CAS, including which party bears the responsibility to bear it. The sole arbitrator notes that the parties have not agreed on the procedural costs. The sole arbitrator decides that the club bears the procedural costs as it had withdrawn its appeal.

**TAS 2023/A/9974****Bruno Pascua López c. Club Deportivo y Cultural Real Tomayapo & FIFA**Reference number: [TAS 2023/A/9974](#)

Award date: 18 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player**

Bruno Pascua López



Spain

**LEGAL TEAM**

Juan de Dios Crespo | Attorney-at-Law in Valencia, Spain

**RESPONDENT N.1****Club**

Club Deportivo y Cultural Real Tomayapo



Bolivia

**LEGAL TEAM**

Xavier Guerrero Mendoza | Attorney-at-law in Tarija, Bolivia

**SOLE ARBITRATOR**Ernesto Gamboa Morales |  
Attorney-at-law in Bogotá, Colombia**RESPONDENT N.2****IF**Fédération Internationale de Football  
Association (FIFA)

Switzerland

**LEGAL TEAM**

FIFA Litigation subdivision in Miami, USA

Miguel Liétard Fernández-Palacios | Litigation director

Roberto Najera Reyes | Senior legal counsel

**CATEGORY**

Procedural

**ISSUES**

Arbitration costs

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R64

**LANGUAGE**

Spanish

**KEYWORDS**

Award on costs

**CASELAW CITED**

None

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**Which party bears the procedural costs of the arbitration proceedings?  
The player bears the procedural costs.

**TAS 2023/A/9974**

**Bruno Pascua López c. Club  
Deportivo y Cultural Real Tomayapo  
& FIFA**

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

- / **4 May 2023:** player filed claim
- / **8 May 2023:** FIFA DRC informed potential lis pendens
- / **12 May 2023:** player filed submission on lis pendens
- / **3 August 2023:** FIFA DRC issued decision
- / **22 August 2023:** FIFA notified grounds

**Before the Court of Arbitration  
for Sport**

- / **11 September 2023:** player filed statement of appeal
- / **23 October 2023:** player filed appeal brief
- / **20 December 2023:** player filed submission on FBF DRT decision and request for suspension
- / **21 December 2023:** FIFA filed answer
- / **28 December 2023:** sole arbitrator appointed
- / **16 January 2024:** sole arbitrator rejected request for suspension
- / **7 February 2024:** club filed answer, argued lis pendens and objected to jurisdiction
- / **7 March 2024:** player filed commentaries on lis pendens and objection to jurisdiction
- / **15 March 2024:** sole arbitrator decided to hold hearing on 19 April 2024
- / **25 March 2024:** CAS Court Office forwarded order of procedure to the parties
- / **18 April 2024:** player filed submission on FBF Superior Appeals Tribunal decision and request for suspension
- / **30 April 2024:** player withdrew appeal
- / **8 May 2024:** club and FIFA agreed
- / **8 May 2024:** CAS Court Office informed sole arbitrator would issue an award on costs, including legal fees
- / **18 February 2025:** sole arbitrator issued the award

## Background

The club and the player signed an employment agreement on 6 January 2022, until 31 December 2022. The player sued the club at the FIFA Dispute Resolution Chamber on 4 May 2023 in a parallel proceeding to another claim filed by the player against the club before the Federación Boliviana de Fútbol Dispute Resolution Tribunal on 28 November 2022. The FIFA DRC issued its decision on 3 August 2023, deeming the player's claim inadmissible.

The player filed a statement of appeal with the Court of Arbitration for Sport against the club and FIFA on 11 September 2023. The club filed an answer on 7 February 2024. The player informed the CAS Court Office that he was withdrawing his appeal on 30 April 2024, and the club and FIFA did not object to it on 8 May 2024.



## » TAS 2023/A/9974 Bruno Pascua López c. Club Deportivo y Cultural Real Tomayapo & FIFA

### MAIN LEGAL FINDINGS

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

### Main issue

The sole arbitrator reasons that CAS Code R64 regulates procedural costs at CAS, including which party bears the responsibility to bear it. The sole arbitrator notes that the parties have not agreed on the procedural costs and that the player was actively undergoing forum shopping. The sole arbitrator decides that the player bears the procedural costs as he had withdrawn its appeal.

**CAS 2021/A/8325****Ararat Armenia FC v.  
FC Baltika**Reference number: [CAS 2021/A/8325](#)

Award date: 24 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Ararat Armenia FC



Armenia

**LEGAL TEAM**

Yuriy Yurchenko | Attorney-at-law in Kyiv, Ukraine

**RESPONDENT**

Club

FC Baltika



Russia

**LEGAL TEAM**

Not available

**SOLE ARBITRATOR**

Edward Canty | Solicitor in Manchester, United Kingdom

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Training compensation

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; art. 20, and Annexe 4, art. 2

**LANGUAGE**

English

**KEYWORDS**

Good faith information

**CASELAW CITED**

- / **Applicable law, appeal:** CAS 2008/A/1705.
- / **Applicable regulations, regulation v circulars:** CAS 2006/A/1125.
- / **Costs, previous instances:** CAS 2013/A/3054; CAS 2016/A/4387; CAS 2017/A/4994.
- / **Training compensation, burden of proof:** CAS 2003/A/506; CAS 2007/A/1380; CAS 2009/A/1810 & 1811; CAS 2011/A/2384 & 2386.
- / **Training compensation, calculation:** CAS 2008/A/1705; CAS 2011/A/2681; CAS 2013/A/3119.
- / **Training compensation, circulars:** CAS 2015/A/3981.
- / **Training compensation, club categorization:** CAS 2006/A/1167.
- / **Training compensation, objective:** CAS 2003/O/506.
- / **Training compensation, proportionality test:** CAS 2009/A/1810 & 1811.
- / **Training compensation, standard of proof:** CAS 2021/A/8277.
- / **Training compensation, status of the player:** CAS 2005/A/838; CAS 2006/A/1177.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**

Does the FIFA DRC have the authority to re-categorize the training category for Ararat? Yes, the FIFA DRC has the authority.

**CAS 2021/A/8325****Ararat Armenia FC v.  
FC Baltika****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **12 March 2021:** Baltika filed claim
- / **26 April 2021:** Ararat filed answer
- / **13 May 2021:** Baltika filed submission
- / **27 May 2021:** Ararat filed submission
- / **2 August 2021:** FIFA DRC issued decision
- / **30 August 2021:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **20 September 2021:** Ararat filed statement of appeal
- / **28 September 2021:** FIFA requested exclusion
- / **5 October 2021:** Ararat agreed
- / **6 October 2021:** CAS Court Office confirmed FIFA was no longer party
- / **10 October 2021:** Ararat filed appeal brief
- / **28 October 2021:** sole arbitrator appointed
- / **29 October 2021:** Baltika filed answer
- / **30 November 2021:** sole arbitrator decided to hold an online hearing
- / **7 December 2021:** Baltika filed additional evidence
- / **7 December 2021:** Ararat objected
- / **21 December 2021:** sole arbitrator accepted additional evidence
- / **January 2022:** CAS Court Office forwarded order of procedure to the parties
- / **28 February 2022:** Ararat requested hearing postponement
- / **28 February 2022:** Baltika agreed
- / **1 March 2022:** sole arbitrator confirmed
- / **4 July 2022:** Baltika indicated hearing rescheduling
- / **6 July 2022:** Ararat rejected
- / **30 May 2023:** Ararat indicated hearing rescheduling
- / **8 June 2023:** sole arbitrator decided to hold hearing on 27 June 2023
- / **27 June 2023:** sole arbitrator held online hearing
- / **24 February 2025:** sole arbitrator issued award

## Background

On 13 March 2019, a player moved to Ararat. The player's FIFA Transfer Matching System entry indicated that the player had been registered at Baltika between 2011 and 2019. On the same date, the Football Union of Russia issued the player's passport. On 3 April 2019, Baltika requested training compensation from Ararat as a training category III. On 16 April 2019, Ararat dismissed the request stating that it was training category IV.

On 12 March 2021, Baltika lodged a claim before the FIFA Football Tribunal Dispute Resolution Chamber. On 2 August 2021, the FIFA DRC rendered its decision, accepting Baltika's claim. The FIFA DRC notified its decision's grounds on 30 August 2021.

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

## » CAS 2021/A/8325 Ararat Armenia FC v. FC Baltika

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Ararat is partially upheld; (b) the FIFA DRC decision is amended on the training compensation amount; (c) the costs of the arbitration are borne in equal shares by the clubs; and (d) each club shall bear its own legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that there is a well-established jurisprudence by the FIFA DRC that first division clubs should be assigned to the highest category available to the relevant national association and that CAS jurisprudence supports this perspective. In addition, the sole arbitrator reasons that the FIFA DRC has the authority to re-categorize a club if it deems that the categorization by the national association shows a manifest discrepancy against the guidelines issued by FIFA. The sole arbitrator notes that first division clubs in Armenia should be placed in category III for the purposes of training compensation. The sole arbitrator decides that the FIFA DRC has the authority to re-categorize Ararat as it is a first division club and the amount of training compensation otherwise due would be clearly disproportionate.

**CAS 2023/A/10204****Márkó Futács v. Yeni Mersin  
Idmanyurdu Futbol A.S. & FIFA**Reference number: [CAS 2023/A/10204](#)

Award date: 24 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Player

**Márkó Futács**

Hungary

**LEGAL TEAM**

**Hőrcsik Law Office (Wenczel & Partner)** | in Budapest, Hungary  
**Kristóf Wenczel** | Attorney-at-Law

**RESPONDENT N.1**

Club

**Yeni Mersin Idmanyurdu Futbol A.S**

Türkiye

**LEGAL TEAM**

**Ruiz-Huerta & Crespo Sports Lawyers** | in Valencia, Spain  
**Juan de Dios Crespo Pérez, Emily Yu and Umur Varat** | Attorneys-at-Law

**SOLE ARBITRATOR**

**Hendrik Willem Kesler** |  
 Attorney-at-Law in Enschede, The Netherlands

**RESPONDENT N.2**

IF

**Fédération Internationale de Football  
 Association (FIFA)**



Switzerland

**AD HOC CLERK**

**Dennis Koolgaard** |  
 Attorney-at-Law in Amsterdam, The Netherlands

**LEGAL TEAM**

FIFA Litigation subdivision in Miami, USA  
**Alexander Jacobs and Saverio Spera** | Senior legal counsel

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Provisional measure

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R37

**LANGUAGE**

English

**KEYWORDS**

Request for stay; irreparable harm

**CASELAW CITED**

/ **Statute of limitations, sporting succession:**  
 CAS 2020/A/7154; CAS 2020/A/7290; CAS  
 2023/A/10143.

/ **Statute of limitations, starting date:** CAS  
 2015/A/4350.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**

What is the correct dies a quo from which point the applicable statute of limitations commences? The correct dies a quo from which point the applicable statute of limitations commences is its due date when it is set after the event giving rise to the dispute, i.e., when the creditor can collect on the sporting successor or the original due date when it is due after the moment when the creditor can collect on the sporting successor.

**CAS 2023/A/10204****Márkó Futács v. Yeni Mersin  
Idmanyurdu Futbol A.S. & FIFA****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **14 August 2023:** player filed claim
- / **18 October 2023:** FIFA DRC issued decision
- / **20 November 2023:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **8 December 2023:** player filed statement of appeal requesting bifurcation
- / **18 December 2023:** player filed appeal brief
- / **19 January 2024:** sole arbitrator appointed
- / **24 January 2024:** ad hoc clerk appointed
- / **8 February 2024:** club filed answer
- / **14 February 2024:** FIFA filed answer
- / **19 February 2024:** sole arbitrator decided to hold online hearing
- / **26 February 2024:** CAS Court Office forwarded order of procedure to the parties
- / **12 April 2024:** sole arbitrator held hearing
- / **12 April 2024:** panel denied bifurcation request
- / **24 February 2025:** sole arbitrator issued award

## Background

The player and the original debtor signed an employment agreement on 13 June 2014. Following an employment-related dispute between the player and the original debtor, the FIFA Football Tribunal Dispute Resolution Chamber rendered a decision on 17 August 2017 ordering the original debtor to pay outstanding remuneration and compensation for breach of contract. The FIFA Judicial Bodies Disciplinary Committee imposed sporting sanctions on the original debtor due to its non-compliance on 23 August 2018. The player and the original debtor concluded a settlement agreement on 18 September 2018. The FIFA DisCo informed the closing of the disciplinary proceedings on 8 October 2018. The original debtor was dissolved on 30 June 2019. The player requested the FIFA DisCo to re-open disciplinary proceedings against the original debtor on 16 September 2019. The FIFA DisCo denied the request on 27 September 2019. The player sent a payment notice to the club on 6 June 2023 as the alleged successor club of the original debtor. The club denied that it was the original debtor's sporting successor in a reply to the player on 20 June 2023.

The player sued the alleged sporting successor of the original debtor at the FIFA Football Tribunal Dispute Resolution Chamber for outstanding amounts on 14 August 2023. The club denied that it was the original's debtor sporting successor and requested that the FIFA DRC declared the player's claim inadmissible as it was time-barred. The FIFA DRC issued its decision, declaring the player's claim inadmissible. The FIFA DRC notified its decision's grounds on 20 November 2023, which deemed his claim time-barred.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision, among other requests including referring the case back to the previous instance while declaring that his claim was admissible. The club and FIFA filed their respective answers requesting that the sole arbitrator uphold the FIFA DRC decision.

## » CAS 2023/A/10204 Márkó Futács v. Yeni Mersin Idmanyurdu Futbol A.S. & FIFA

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by player is partially upheld; (b) the FIFA DRC decision is set aside; (c) the case is referred back to the FIFA DRC for further adjudication regarding its admissibility; (d) the costs of the arbitration are borne equally between the parties; and (d) each party shall bear its own legal fees and other expenses.

### Main issue

The sole arbitrator reasons that the sporting successor of a club is non-compliant when its sporting predecessor is non-compliant. In addition, the sole arbitrator reasons that it is relevant to determine the commencing date for the applicable statutes of limitations. As such, the sole arbitrator reasons a situation of sporting succession may shift the event giving rise to the dispute to a date after instalments have fallen due originally. That is, the panel reasons that the due date is the moment of the sporting succession when the amount is already due or on its original date if it is not due before the moment that has given rise to the dispute. The sole arbitrator notes that sporting succession may potentially shift the event giving rise to the dispute to a date after instalments have fallen due, but it cannot shift the event giving rise to the dispute to a date before instalments have fallen due. The sole arbitrator decides each instalment has its own dies a quo.



**CAS 2024/A/10531**

**Santa Clara Açores, Futebol, S.A.D.  
v. Kennedy Kofi Boateng and SC  
Austria Lustenau**

Reference number: [CAS 2024/A/10531](#)

Award date: 24 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Santa Clara Açores, Futebol, S.A.D



Portugal

**LEGAL TEAM**

Luis Cassiano Neves | Attorneys-at-law in Porto, Portugal

Mathilde Costa Dias | Attorneys-at-law in Porto, Portugal

**RESPONDENT N.1**

Player

Kennedy Kofi Boateng



Ghana

**LEGAL TEAM**

Morgan Sports Law | London, United Kingdom

Sam Kasoulis, Solicitor, and Marko Lavs | Trainee Solicitor

**RESPONDENT N.2**

Club

SC Austria Lustenau GMBH



Austria

**LEGAL TEAM**

Luca Tettamanti | Attorneys-at-law in Lugano, Switzerland

Raphäel Bourré | Attorneys-at-law in Lugano, Switzerland

**PANEL**

President.

Kwadjo Adjepong

Solicitor in London, United Kingdom

Arbitrator.

Jan Råker

Attorney-at-law in Stuttgart, Germany

Arbitrator.

Manfred Peter Nan

Attorney-at-law in Amsterdam, The Netherlands

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Termination; unilateral extension option

**RELEVANT RULES & REGULATIONS**

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

**LANGUAGE**

English

**KEYWORDS**

breach of contract

**CASELAW CITED**

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

/ Contract interpretation, parties' intention: CAS 2013/A/3375 &amp; 3376.

/ Contract extension, unilateral option: CAS 2014/A/3852; CAS 2020/A/7145.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**

Is the employment contracts' unilateral extension option valid? No, the unilateral extension option is invalid as a 5% salary increase is not a substantial increase.

**CAS 2023/A/10204****Márkó Futács v. Yeni Mersin  
Idmanyurdu Futbol A.S. & FIFA****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **19 September 2023:** Santa Clara filed claim
- / **25 October 2023:** player filed answer
- / **9 November 2023:** Santa Clara included Lustenau
- / **2 February 2024:** Lustenau filed answer
- / **22 February 2024:** FIFA DRC issued decision
- / **5 April 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **26 April 2024:** Santa Clara filed statement of appeal
- / **5 June 2024:** Santa Clara filed appeal brief
- / **17 July 2024:** player filed answer and challenged admissibility
- / **22 July 2024:** Lustenau filed answer
- / **26 July 2024:** panel constituted
- / **6 August 2024:** panel decided to hold in-person hearing
- / **22 August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **17 September 2024:** player withdrew challenge
- / **19 November 2024:** panel held in-person hearing
- / **24 February 2025:** panel issued award

## Background

Santa Clara and the player signed an employment agreement on 1 July 2021. Santa Clara sent a letter to the player stating that it intended to exercise its unilateral extension option. Santa Clara sent a second notification to the player on 25 November 2022. The player did not reply and did not show up to the scheduled meeting on 1 December 2022. The player departed from Portugal for the summer break on 27 May 2023. The player received a notification from Santa Clara on 14 June 2023, instructing him to return by 29 June 2023. The player did not respond to it, nor to any other subsequent attempt to contact him. Santa Clara sent a message to all player on 19 June 2023 with instructions regarding air travel and adding that training would resume on 30 June 2023. Santa Clara provided the player with a training plan via WhatsApp on 22 June 2023 for the vacation period to facilitate physical preparation for the upcoming season. Santa Clara sent a follow-up message on 29 June 2023. The player did not respond to either messages. The player did not attend Santa Clara's pre-season training on 30 Jun 2023. The player exited Santa Clara's WhatsApp message group on 3 July 2023. Santa Clara sent a formal notice to the player on 14 July 2023, granting a 17 July 2023 deadline for him to return and noting that failure to do so would lead to the opening of an internal disciplinary proceedings. The player replied to Santa Clara's letter on 16 July 2023 through his legal representative, he emphasized that their contractual relationship had run its course on 30 June 2023 and that the unilateral extension option is contrary to domestic and international law. Santa Clara notified the player on 24 July 2023 that it had opened disciplinary proceedings due to his unjustified absence. The player replied that the unilateral extension option was invalid and that he no longer had any employment relationship with the club. In addition, the player noted that he is a free agent. The club considered that the player had unilaterally terminated his employment contract without just cause. The player's agent contacted Santa Clara in early September 2023, informing that the player would be ready to resume his services. Santa Clara rejected the player's offer. Santa Clara acknowledged the player's statement of defense on 20 September 2023 and noted the player's position that he was not bound by any employment contract after 30 June 2023. The player signed an employment agreement with Lustenau on 6 November 2023, valid until 31 May 2024.

Santa Clara sued the player at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 19 September 2023. The player filed his answer on 25 October 2023. Santa Clara broadened the scope of its claim to include Lustenau, requesting its joint liability and its sanction. Lustenau filed its answer on 2 February 2024. The FIFA DRC rendered its decision on 22 February 2024, rejecting Santa Clara's claim. The FIFA DRC notified its decision's grounds on 5 April 2024.

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

## » CAS 2024/A/10531 Santa Clara Açores, Futebol, S.A.D. v. Kennedy Kofi Boateng and SC Austria Lustenau

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Santa Clara is dismissed; (b) the FIFA DRC decision is confirmed; (c) the costs of the arbitration are borne by Santa Clara; and (d) Santa Clara shall pay the player and Lustenau a contribution in the amount of CHF 5,000 each towards the legal fees and other expenses.

### Main issue

The panel reasons that the FIFA regulations, particularly the FIFA RSTP, do not contain any express provision which prohibits the unilateral extension of employment contracts. The panel reasons that a valid unilateral extension option must comply with, at least, the following elements: (1) duration of the employment relationship; (2) deadline to exercise option; (3) substantial salary reward deriving from the option right should be pre-defined; (4) one party should not be at the other's mercy with regard to the contents of the employment contract; (5) the option should be clearly established at the moment of signing the employment contract; (6) the extension period should be proportional to the original contract; (7) the number of extension options should be limited to one. In addition, the panel reasons that further peculiarities of each specific case must be considered and leave room for a unilateral extension option to be considered invalid even when complying with the 7-element test. Moreover, the panel reasons that assessing whether the player was assisted during negotiations that led to the conclusion of the employment contract is relevant when considering the validity of a unilateral extension option, for instance if the player or the player's agent speak the language in which the contract has been drafted. Parallel to it, the panel reasons that it is relevant whether the ensuing terms and conditions of the employment are fair and adequately reflect the right that the player has granted to the club without the need of further negotiation, for instance the relegation of a club could be a reason for further negotiations unless this situation is already covered by the content of the option clause. The panel reasons that the stance of the parties can provide further guidance, for instance whether the player agreed with the effects of the unilateral extension option by means of not immediately objecting to it and keep training and playing games for the club. The panel also reasons that the intention of the parties can shed more light as to the validity of the option clause as well as whether there are any material provisions under national law, including collective bargaining agreement at national level. The panel notes that the player's total remuneration was not clearly defined and that a 5% increase is not a substantial increase in his salaries. The panel decides that the employment contract's unilateral extension option is invalid.

**TAS 2024/A/10251****Liseth Mariana Garnica Prieto c.  
CD Antofagasta & FIFA**Reference number: [TAS 2024/A/10251](#)

Award date: 25 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Player

Liseth Mariana Garnica Prieto



Colombia

**LEGAL TEAM**

Christian Morales Arcos and Belén Fernández Valiente

**RESPONDENT N.1**

Club

CD Antofagasta



Chile

**LEGAL TEAM**

Dalma Dauich Muñoz, Marcos Antonio Díaz and Oscar Fuentes Marques

**SOLE ARBITRATOR**

**Bernarda Flores Ivanovic |**  
Attorney-at-law in La Paz, Bolivia

**RESPONDENT N.2**

IF

Fédération Internationale de Football  
Association (FIFA)

Switzerland

**LEGAL TEAM**

FIFA Litigation subdivision in Coral Gables, USA

**Miguel Liétard Fernandez-Palacios |** Litigation director**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Damages; termination

**RELEVANT RULES & REGULATIONS**

Swiss Code of Obligations; arts. 42 and 49

**LANGUAGE**

Spanish

**KEYWORDS**

Breach of contract; moral damages

**CASELAW CITED**/ **Applicable law, regulations:** TAS 2015/A/3871 & 3882; CAS 2015/A/4350./ **Damages, moral:** CAS 2013/A/3260; CAS 2015/A/4266; CAS 2018/A/5751.**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**

Is the player entitled to receive moral damages? No, the player is not entitled to receive moral damages.

**TAS 2024/A/10251****Liseth Mariana Garnica Prieto c.  
CD Antofagasta & FIFA****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **23 September 2023:** player filed claim
- / **15 November 2023:** FIFA DRC issued decision

**Before the Court of Arbitration  
for Sport**

- / **21 December 2023:** player filed statement of appeal
- / **29 December 2023:** player filed appeal brief
- / **3 June 2024:** club filed answer
- / **5 June 2024:** FIFA filed answer
- / **10 May 2024:** sole arbitrator appointed
- / **11 June 2024:** sole arbitrator decided to hold online hearing
- / **5 July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **18 July 2024:** sole arbitrator held two-day online hearing
- / **19 July 2024:** sole arbitrator held two-day online hearing
- / **25 February 2025:** sole arbitrator issued award

## Background

The player and the club signed an employment agreement on 20 March 2023. The player suffered an injury on 9 April 2023 during a match against a men's team. The player underwent an MRI procedure that showed complete rupture in the mid-third of the posterior cruciate ligament. The player attended a specialist physician on 8 May 2023, who recommended a non-invasive treatment. The player looked for a second medical opinion on 11 May 2023, who recommended her an invasive treatment. The player went to a third physician that also recommended a non-invasive treatment. The player underwent a fourth examination on 4 August 2023 that recommended an invasive treatment. The player went through surgery on 28 August 2023 and, since then, has suffered extensively. According to the player, she did not have professional assistance after the surgery, she had to cover any surgery and injury-related assistances, she did not have provision of specific medications, and the club did not support her in any way. The player returned to the club's city on 13 September 2023. The player's employment contract expired in December 2023.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber the 23 September 2023 requesting moral damages. The FIFA DRC rejected the player's claim on 15 November 2023.

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

## » TAS 2024/A/10251 Liseth Mariana Garnica Prieto c. CD Antofagasta & FIFA

### MAIN LEGAL FINDINGS

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

#### Main issue

The sole arbitrator reasons that it is not enough to invoke the existence of an alleged emotional or psychological precariousness linked to a situation of material deprivation or lack of care when it comes to moral damages. In addition, the sole arbitrator reasons that it is necessary to identify certain elements that allow for the determination of the existence of moral damages, as well as its nexus to its legal remedy. As such, the sole arbitrator reasons that the party that claims moral damage must demonstrate the following elements: (1) the existence of an unlawful act that infringes upon a personality right; (2) the specific circumstances that allow for the clear establishment of a moral damage. The sole arbitrator notes that the player did not discharge her burden of proof. The sole arbitrator decides that the player is not entitled to receive moral damages.

**CAS 2024/A/10299****FK Velez Mostar v.  
Frane Ilic**Reference number: [CAS 2024/A/10299](#)

Award date: 25 February 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>FK Velez Mostar</b>	 Bosnia and Herzegovina	<b>Player</b> <b>Frane Ilic</b>	 Croatia
<b>LEGAL TEAM</b> <b>Sanel Masic</b>   Attorneys-at-Law in Monchengladbach, Germany <b>Mr Hugo Paris</b>   Attorneys-at-Law in Monchengladbach, Germany		<b>LEGAL TEAM</b> <b>Fedja Dupovac</b>   Attorney-at-law in Sarajevo, Bosnia and Herzegovina	
<b>SOLE ARBITRATOR</b>		<b>Ken E. Lalo</b>   Attorney-at-Law in Gan-Yoshiyya, Israel	

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Termination

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; arts. 14, 14bis, and 17

**LANGUAGE**

English

**KEYWORDS**

Breach of contract; compensation

**CASELAW CITED**

/ **Contract interpretation, parties' intention:** CAS 2018/A/5950.

/ **Contract termination, breach of contract:** CAS 2006/A/1180; CAS 2008/A/1517; CAS 2008/A/1589; CAS 2013/A/3091; CAS 2013/A/3398; CAS 2015/A/4327; CAS 2016/A/4403; CAS 2016/A/4884; CAS 2018/A/6029; CAS 2020/A/6889; CAS 2021/A/8087; CAS 2022/A/8891.

/ **Contract termination, compensation:** CAS 2008/A/1519 & 1520; CAS 2012/A/2698; CAS 2015/A/4057; CAS 2017/A/5164.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**

Which party bears the burden of proof on an appeals proceeding when claiming excess compensation? It is the party claiming excess compensation.



**CAS 2024/A/10299**

**FK Velez Mostar v.  
Frane Ilic**

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

- / **13 April 2023:** player filed claim
- / **26 April 2023:** FIFA DRC informed club
- / **26 May 2023:** club filed answer and counterclaim
- / **7 July 2023:** player filed answer
- / **26 July 2023:** FIFA DRC informed new club
- / **2 August 2023:** new club submitted position
- / **31 October 2023:** FIFA DRC issued decision
- / **22 December 2023:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **11 January 2024:** club filed statement of appeal
- / **30 January 2024:** FIFA renounced right to intervene
- / **11 February 2024:** club filed appeal brief
- / **8 April 2024:** player filed answer
- / **9 April 2024:** sole arbitrator appointed
- / **13 May 2024:** sole arbitrator decided to hold online hearing
- / **19 June 2024:** CAS Court Office forwarded order of procedure to the parties
- / **11 July 2024:** sole arbitrator held hearing
- / **25 February 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 1 July 2022. The club's president requested the club's disciplinary commission to implement sanction against its players and staff due to poor sporting results. The club's disciplinary commission decided to sanction players and staff with a reduction of 30% of the August 2022 salary on 1 September 2022. The player sent an email to the club on 26 December 2022 expressing his request to terminate the employment agreement by mutual consent. The club and the player exchanged communications and agreed to meet on 30 December 2022. The player sent a default notice to the club on 19 January 2023. The club did not reply. The player picked up his December 2022 salary at the club's premises on 27 January 2023. The player's legal representative at the time sent to the club a new annex to the ongoing employment agreement on 28 January 2023. The player terminated his employment agreement on 10 February 2023. On the same date, the club replied to the player, advising that the November 2022 salary was available at the club's premises and that the January 2023 salary would be paid during that month.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 13 April 2023. The club filed its answer and a counterclaim on 26 May 2023. The player signed a contract with his new club on 6 July 2023. The player provided his answer to the counterclaim on 7 July 2023. The FIFA DRC invited the new club to provide its position on the counterclaim. The new club provided its position on 2 August 2023. The FIFA DRC issued its decision on 31 October 2023, accepting the player's claim and dismissing the club's counterclaim. The FIFA DRC notified the grounds of its decision on 22 December 2022.

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

## » CAS 2024/A/10299 FK Velez Mostar v. Frane Ilic

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA DRC decision is partially modified; (c) the costs of the arbitration are borne by three-quarter by the club and one-quarter by the player; and (d) the club shall pay the player a contribution in the amount of CHF 2,500 towards the legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that in the absence of a compensation clause in the employment agreement and in accordance with the Article 17(1) of the FIFA RSTP, the amount of compensation shall be calculated with due consideration for the law of the country concerned, the specificity of the sport and further objective criteria. In addition, the sole arbitrator reasons that the Article 17 of the FIFA RSTP provides for non-exhaustive criteria, which includes: (1) remuneration; (2) other benefits; (3) time remaining on the contract up to a maximum of 5 years; (4) protected period. As such, the sole arbitration reasons that the party claiming a right based on an alleged fact shall carry the respective burden of proof. The sole arbitrator notes the club bore the burden of proof and that it was not able to substantiate that the FIFA DRC erred in concluding that the outstanding remuneration due to the player by the club at the time of the termination of the employment agreement is different than the amount decided. The sole arbitrator confirms the FIFA DRC decision.

**CAS 2024/A/10725****Anorthosis Famagusta FC v.  
Erik Sabo**Reference number: [CAS 2024/A/10725](#)

Award date: 25 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club  
Anorthosis Famagusta FC



Croatia

**LEGAL TEAM**

**Marinos Mitrou** | Anorthosis Famagusta FC CEO in Larnaca,  
Cyprus

**RESPONDENT**

Player  
Erik Sabo



Slovakia

**LEGAL TEAM**

**Goldfarb Gross Selligman & Co** | Tel Aviv, Israel  
**Boaz Sity** |

**SOLE ARBITRATOR**

**José Juan Pintó Sala** | Attorney-at-law in Barcelona, Spain

**AD HOC CLERK**

**Alejandro Naranjo Acosta** | Attorney-at-law in Barcelona, Spain

**CATEGORY**

Employment, Status & Transfer

**ISSUES**

Interest rate

**RELEVANT RULES & REGULATIONS**

Swiss Code of Obligations; arts. 73 and 104

**LANGUAGE**

English

**KEYWORDS**

Proportionality test

**CASELAW CITED**

- / **Applicable law, subsidiary application:** CAS 2008/A/1517; CAS 2013/A/3407; CAS 2017/A/5111.
- / **Burden of proof, allocation:** CAS 2018/A/5607; CAS 2019/A/6129; CAS 2023/A/9438; CAS 2023/A/9444.
- / **Contractual form, oral:** CAS 2021/A/8252.
- / **Interest rate, proportionality:** CAS 2021/A/7673 & CAS 2021/A/7699.
- / **NDRC jurisdiction, burden of proof:** CAS 2020/A/7267; CAS 2021/A/8991.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**

Is the agreed-upon interest rate proportional? Yes, an interest rate of 15% per annum is proportional.

**CAS 2024/A/10725****Anorthosis Famagusta FC v.  
Erik Sabo****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **19 March 2024:** player filed claim
- / **30 May 2024:** FIFA DRC issued decision
- / **21 June 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **8 July 2024:** club filed statement of appeal
- / **7 August 2024:** club filed appeal brief
- / **14 October 2024:** player filed answer
- / **22 October 2024:** sole arbitrator appointed
- / **6 December 2024:** sole arbitrator decided not to hold hearing
- / **December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **25 February 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 7 July 2022, valid until 31 May 2024. The parties supplemented their original agreement on 28 July 2022, modifying the player's remuneration. The parties concluded a termination and settlement agreement on 10 January 2024. The parties amended the termination agreement on 1 February 2024. The player put the club in default on 20 February 2024. The club paid the player the first instalment of the termination agreement on 29 February 2024. There is no evidence of any other payment by the club.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 19 March 2024. The club did not file his answer. The FIFA DRC issued its decision on 30 May 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 21 June 2024.

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

## » CAS 2024/A/10725 Anorthosis Famagusta FC v. Erik Sabo

### MAIN LEGAL FINDINGS

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

### Main issue

The sole arbitrator reasons it is among his duties to safeguard Swiss public policy as CAS awards can be set aside by the Swiss Federal Tribunal if found contrary to it. In addition, the sole arbitrator reasons that he must review such issue ex officio. Furthermore, the sole arbitrator reasons that the general rate for interest rate is 5% per annum and that the Swiss Federal Tribunal has held that an interest rate as high as 18% per annum is acceptable. The sole arbitrator notes the parties stipulated a 15% per annum interest rate, which is above 5% per annum interest rate and below 18% per annum interest rate. The sole arbitrator decides that the interest rate stipulated by the parties is not excessive and is proportional.

**CAS 2023/A/10150****Club Al Faisaly v. Ahmed Achraf Mohamed Feki & FIFA**Reference number: [CAS 2023/A/10150](#)

Award date: 26 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

**Club**  
Club Al Faisaly



Saudi Arabia

**LEGAL TEAM**

Gorka Villar Bolaín | Spain

**RESPONDENT N.1****Player**

Ahmed Achraf Mohamed Feki



Saudi Arabia

**LEGAL TEAM**

Ali Abbes | Tunisia

**RESPONDENT N.2****IF**

Fédération Internationale de Football Association (FIFA)



Switzerland

**LEGAL TEAM**

FIFA Litigation subdivision in Miami, USA

Cristina Pérez González | Senior legal counsel

**PANEL****President.**

**Marco Balmelli**  
Attorney-at-law in Basel, Switzerland

**Arbitrator.**

**Jordi López Batet**  
Attorney-at-law in Barcelona, Spain

**Arbitrator.**

**Daniel Cravo Souza**  
Attorney-at-law in Porto Alegre, Brazil

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Termination, sporting sanction

**RELEVANT RULES & REGULATIONS**

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

**LANGUAGE**

English

**KEYWORDS**

Breach of contract; just cause; transfer ban

**CASELAW CITED**

- / **Applicable law, substantive law:** CAS 2008/A/1705.
- / **Breach of contract, protected period:** CAS 2017/A/5056.
- / **De novo review, scope:** CAS 2018/A/6072.
- / **Sanction, aggravating factors:** CAS 2017/A/5056.
- / **Sanction, protected period:** CAS 2007/A/1358 & 1359; CAS 2009/A/1880; CAS 2014/A/3460; CAS 2014/A/3754; CAS 2014/A/3765.
- / **Sanction, repeated offenders:** CAS 2014/A/3765; CAS 2015/A/4220; CAS 2016/A/4550; CAS 2017/A/5011.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**

Does the club's conduct warrant a sanction? No, the club terminating the player's contract without just cause during the protected period with no prior warning and due to the player's injury after reducing the player's salary is not enough to warrant a sanction.

**CAS 2023/A/10150****Club Al Faisaly v. Ahmed Achraf  
Mohamed Feki & FIFA****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **28 July 2023:** player filed claim
- / **30 October 2023:** FIFA DRC notified decision's grounds

**Before the Court of Arbitration  
for Sport**

- / **20 November 2023:** club filed statement of appeal
- / **9 January 2024:** panel constituted
- / **19 January 2024:** 19 January 2024: club requested partial consent award
- / **12 February 2024:** club requested player not excluded
- / **26 February 2024:** panel issue partial consent award
- / **7 March 2024:** club filed appeal brief
- / **9 March 2024:** player confirmed performance
- / **16 April 2024:** FIFA filed answer
- / **24 April 2024:** club filed 2nd round submissions
- / **2 May 2024:** FIFA filed 2nd round submissions
- / **3 May 2024:** CAS Court Office forwarded order of procedure to the parties
- / **26 February 2025:** panel issued award

## Background

The parties signed an employment agreement. The club terminated the player's employment contract. The player disputed the termination, requesting outstanding payments.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 28 July 2023. The FIFA DRC partially accepted the player's claim and notified its decision's grounds on 30 October 2023.

The club filed its appeal with CAS requesting that the panel set aside the transfer ban implemented in accordance with the FIFA DRC decision and to confirm the partial consent award issued on 26 February 2024. The club and the player reached a settlement agreement, and the player did not file its answer. FIFA filed its answer requesting that the panel uphold the FIFA DRC decision.



## » CAS 2023/A/10150 Club Al Faisaly v. Ahmed Achraf Mohamed Feki & FIFA

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by club is partially upheld; (b) the FIFA DRC decision operative part's applying a transfer ban is set aside; (c) the costs of the arbitration are borne 80% by the club and 20% by FIFA; and (d) each party shall bear its own legal fees and other expenses.

#### Main issue

The panel reasons there need to be aggravating factors to tip the scale towards imposing a sporting sanction. In addition, the panel reasons that such aggravating factors may include several elements. The panel analyses five elements that the parties have brought to the panel's attention. As such, the panel notes that: (a) there is no evidence that the club is a repeated offender; (b) breaching the contract during the protected period is a condition for the application of the FIFA RSTP article 17(4), and cannot be considered an aggravating circumstance as well; (c) terminating a contract due to a player's injury does not warrant a sanction automatically, especially as the club is required to pay compensation and the club terminated the player's contract a year after his injury; (d) the club did not ceased payments or reduced payment immediately after the player's injury as the club paid 100% of the player's salary for four months following his injury, reducing it to 75% from August 2021 to November 2021, and to 50% of the original amount until March 2022; (e) terminating the player's contract with no prior warning is encompassed by the qualification of termination without just cause and cannot be considered a separate aggravating factor. In addition, the panel notes that the club has already served half of the original sanction at the time of the award. The panel decides that the club's conduct does not warrant a sanction.

**CAS 2023/A/10243****Club APOEL Nicosia v.  
Lucas Vieira de Souza**Reference number: [CAS 2023/A/10243](#)

Award date: 26 February 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Club</b> <b>Club APOEL Nicosia</b>	 Cyprus	<b>Player</b> <b>Lucas Vieira de Souza</b>	 Brazil
<b>LEGAL TEAM</b> <b>Charalambos Vrakas</b>   Legal counsel in Nicosia, Cyprus		<b>LEGAL TEAM</b> <b>J. Rebelo da Silva</b>   Attorneys-at-law in Porto, Portugal <b>Luís Filipe Pedras</b>   Attorneys-at-law in Porto, Portugal	
<b>SOLE ARBITRATOR</b>		<b>Lars Halgreen</b>   Legal director in Gentofte, Denmark	

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Joint liability; termination

**RELEVANT RULES & REGULATIONS**

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

**LANGUAGE**

English

**KEYWORDS**

Breach of contract; just cause

**CASELAW CITED**

/ **Art. 17 RSTP sanctions, temporary suspension:**  
 CAS 2023/A/9670 & CAS 2023/A/9671.

/ **De novo review, scope:** CAS 2015/A/3896.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**

Does the outcome in the European Court of Justice's judgment of 4 October 2024 in the so-called Diarra-case (C-650) influence a jointly liable club's request to set aside a FIFA DRC decision and grant it compensation? It is possible, but the sole arbitrator or the panel cannot consider the Diarra judgment ex officio under the long-standing CAS procedural principle of "non ultra petita".

**CAS 2023/A/10243**

**Club APOEL Nicosia v.  
Lucas Vieira de Souza**

### Before the FIFA Football Tribunal Dispute Resolution Chamber

- / **11 January 2023:** player filed claim
- / **21 September 2023:** FIFA DRC issued decision
- / **22 November 2023:** FIFA DRC communicated grounds

### Before the Court of Arbitration for Sport

- / **13 December 2023:** club filed statement of appeal
- / **13 December 2023:** club requested sole arbitrator
- / **28 December 2023:** player requested three-arbitrator panel
- / **9 January 2024:** FIFA opted not to intervene
- / **11 January 2024:** club filed appeal brief
- / **7 February 2024:** player informed pay advance of costs if three-arbitrator panel
- / **15 February 2024:** club did not comment
- / **15 February 2024:** Division President decided for three-arbitrator panel
- / **26 February 2024:** club nominated arbitrator
- / **11 March 2024:** player nominated arbitrator
- / **12 March 2024:** player did not pay
- / **19 March 2024:** club ordered to pay entire advance of costs
- / **27 March 2024:** club objected and requested sole arbitrator
- / **1 May 2024:** Division President decided for sole arbitrator
- / **18 June 2024:** club paid entire advance of costs and sole arbitrator appointed
- / **2 July 2024:** player filed answer
- / **10 July 2024:** FIFA provided FIFA DRC file
- / **25 July 2024:** sole arbitrator decided to hold online hearing
- / **31 July 2024:** player commented on the “Diarra case” upon request
- / **31 July 2024:** club did not comment
- / **13 August 2024:** sole arbitrator decided appeal brief timely
- / **12 September 2024:** CAS Court Office forwarded order of procedure to the parties
- / **17 September 2024:** player refused to sign
- / **7 October 2024:** player filed new power of attorney
- / **9 October 2024:** sole arbitrator held online hearing
- / **10 October 2024:** club filed power of attorney
- / **24 October 2024:** player filed “Diarra case” submission upon request
- / **24 October 2024:** club did not file submission
- / **29 October 2024:** sole arbitrator informed evidentiary proceedings closed
- / **26 February 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 6 July 2017. The parties negotiated a contract named “guarantee agreement” on 13 August 2021. The parties concluded a second employment agreement on 19 August 2021, valid until 31 May 2023. The parties signed a mutual termination agreement on 29 July 2022. The player sent a default notice to the club requesting payment of outstanding salaries and compensation.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 11 January 2023. The club filed a counterclaim. The FIFA DRC issued its decision and notified its decision grounds on 22 November 2023, partially accepting the player’s claim.

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

## » CAS 2023/A/10243 Club APOEL Nicosia v. Lucas Vieira de Souza

### MAIN LEGAL FINDINGS

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

### Main issue

The sole arbitrator reasons that the full implications of the European Court of Justice's judgment of 4 October 2024 in the so-called Diarra-case (C-650) judgement are not known yet and may not be known until the final judgment before the Belgian courts has been passed in the matter. In addition, the sole arbitrator reasons that it is a noteworthy fact that FIFA has decided to temporarily suspend any disciplinary measures against players, coaches and clubs for violation of the FIFA RSTP article 17 since 25 November 2024 in light of the Diarra judgment as well as the currently ongoing Global Dialogue initiated by FIFA to conduct a worldwide consultation regarding possible changes of the FIFA RSTP. The sole arbitrator notes that the club has not raised any argument relating to the Diarra judgment in support of its requests for relief, despite several opportunities. The sole arbitrator decides he cannot consider the Diarra judgment ex officio under the long-standing CAS procedural principle of "non ultra petita".

**CAS 2023/A/10132****Lechia Gdansk v. Kevin Friesenbichler  
& Fédération Internationale de  
Football Association (FIFA)**Reference number: [CAS 2023/A/10132](#)

Award date: 28 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Club**  
Lechia Gdansk

Poland

**LEGAL TEAM**

Karolina Letrniowska | Attorney-at-law in Gdansk, Poland

**RESPONDENT N.1****Player**

Kevin Friesenbichler



Cyprus

**LEGAL TEAM**

Loizos Hadjidemetriou | Attorney-at-law in Nicosia, Cyprus

**SOLE ARBITRATOR**Sofoklis P. Pilavios |  
Attorney-at-law in Athens, Greece**RESPONDENT N.2****IF**Fédération Internationale de Football  
Association (FIFA)

Switzerland

**LEGAL TEAM**

FIFA Litigation subdivision in Miami, USA

Cristina Pérez González | Senior legal counsel

**CATEGORY**

Procedural

**ISSUES**

Arbitration costs

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R64

**LANGUAGE**

English

**KEYWORDS**

Award on costs

**CASELAW CITED**

None

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**Which party bears the procedural costs of the arbitration proceedings?  
The club bears the procedural costs.

**CAS 2023/A/10132****Lechia Gdansk v. Kevin Friesenbichler  
& Fédération Internationale de  
Football Association (FIFA)****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **23 June 2023:** player filed claim
- / **21 September 2023:** FIFA DRC issued decision
- / **23 October 2023:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **13 November 2022:** club filed statement of appeal
- / **1 December 2023:** club filed appeal brief
- / **12 March 2024:** FIFA filed answer
- / **26 March 2024:** player filed answer
- / **4 April 2024:** sole arbitrator appointed
- / **5 August 2024:** club withdrew appeal
- / **5 August 2024:** CAS Court Office informed sole arbitrator would issue an award on costs, including legal fees
- / **10 August 2024:** player filed submission on costs
- / **28 February 2025:** sole arbitrator issued award

## Background

The club and the player signed an employment contract on 12 January 2023, valid until 30 June 2025. The player put the club in default on 17 April 2023 and 16 May 2023. The player unilaterally terminated his employment contract on 1 June 2023.

The player lodged his claim against the club before the FIFA Football Tribunal Dispute Resolution Chamber. The FIFA DRC passed its decision partially accepting the player's claim. On 23 September 2023, the FIFA DRC communicated its decision's grounds to the parties.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The player and FIFA filed their answers requesting that the panel uphold the FIFA DRC decision. On 5 August 2024, the club withdrew its appeal. On 10 August 2024, the player filed a submission stating that the club and the player had reached a settlement agreement and that the club bears the procedural costs.

## » CAS 2023/A/10132 Lechia Gdansk v. Kevin Friesenbichler & Fédération Internationale de Football Association (FIFA)

### MAIN LEGAL FINDINGS

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

#### Main issue

The sole arbitrator reasons that CAS Code R64 regulates procedural costs at CAS, including which party bears the responsibility to bear it. The sole arbitrator notes that the parties have agreed on the procedural costs. The sole arbitrator decides that the club bears the procedural costs as agreed by the parties.

# CAS 2024/A/10382

## U Craiova 1948 SA v. André Lourenço Duarte & Reggiana 1919 SRL

Reference number: [CAS 2024/A/10382](#)

Award date: 28 February 2025

Seat of arbitration: Lausanne, Switzerland



### APPELLANT



Club

U Craiova 1948 SA



Romania

#### LEGAL TEAM

Dan Idita | Attorney-at-law in Craiova, Romania

Adrian Mititelu | U Craiova 1948 SA's Administrator in Craiova, Romania

### RESPONDENT N.1

Player

André Lourenço Duarte



Portugal

#### LEGAL TEAM

Duarte Costa | Attorneys-at-law in Lisboa, Portugal

Tiago Coelho | Attorneys-at-law in Lisboa, Portugal

### SOLE ARBITRATOR

José Juan Pintó Sala

Attorney-at-law in Barcelona, Spain

### AD HOC CLERK

Alejandro Naranjo Acosta

Attorney-at-law in Barcelona, Spain

### RESPONDENT N.2



Club

Reggiana 1919 SRL



Italy

#### LEGAL TEAM

Christiano Novazio | Attorney-at-law in Milan, Italy

Luca Tettamanti | Attorneys-at-law in Lugano, Switzerland.

Raphael Bourre | Attorneys-at-law in Lugano, Switzerland.



### CATEGORY

Employment, Status &amp; Transfer

### ISSUES

Joint liability; termination; unilateral extension option

### RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 17

### LANGUAGE

English

### KEYWORDS

Breach of contract

### CASELAW CITED

/ Burden of proof, allocation: CAS 2023/A/9444.

/ Contract extension, unilateral option: CAS 2005/A/973; CAS 2013/A/3260.

## ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

### Main issue

Is the employment contract's unilateral extension clause valid? No, a last day of the season deadline renders the clause invalid as it leaves the player in a disadvantaged position regarding his employment future and at the mercy of his original employer for a disproportionately long period of time.



**CAS 2024/A/10382**

**U Craiova 1948 SA v. André Lourenço Duarte & Reggiana 1919 SRL**

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

- / **15 August 2023:** Craiova filed claim
- / **11 September 2023:** player filed answer and counterclaim
- / **14 December 2023:** FIFA DRC issued decision
- / **13 February 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **1 March 2024:** Craiova filed statement of appeal
- / **12 March 2024:** Craiova filed appeal brief
- / **6 June 2024:** respondents filed answers
- / **7 June 2024:** sole arbitrator appointed
- / **19 June 2024:** sole arbitrator decided to hold online hearing
- / **5 July 2024:** ad hoc clerk appointed
- / **5 July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **12 August 2024:** FIFA sent FIFA DRC file
- / **29 October 2024:** sole arbitrator held online hearing
- / **28 February 2025:** sole arbitrator issued award

## Background

Craiova and the player signed an employment agreement on 28 June 2022. Craiova sent a letter to the Romanian Professional Football League on 5 December 2022 informing that it was exercising its option to extend the player's employment agreement. Craiova included the player's contract new information on the Federația Română de Fotbal registration system. Craiova published in its media on 7 December 2023 that it had extended the player's employment agreement for one year. The player sent a letter to the FRF and the PFL on 11 January 2023 inquiring about the unilateral extension of his contract. The PFL answered on 13 January 2023. The player sent a letter to Craiova on 15 January 2023 expressing his opposition to the unilateral extension. The PFL answered the player on 16 January 2023. Craiova imposed a fine on the player on 31 January 2023 for his refusal to comply with the training schedule. The player published a post on his social media on 22 May 2023 stating that his employment agreement would expire on the original date. The player sent a letter to Craiova, the FRF and the PFL on 23 June 2023 in which he insisted that the unilateral extension clause was invalid and unenforceable. The player signed an employment agreement with Reggiana valid for the 2023/2024 and 2024/2025 sporting seasons. Craiova sent a letter to Reggiana on 5 July 2023 indicating that the player had a binding contract and that Reggiana should refrain from inducing the player to breach his contract with Craiova. The player sent an email to the FRF on the same date and requested it to investigate that Craiova had unlawfully informed clubs that they had a valid contract with it until 30 June 2024 instead of 30 June 2023. The player sent another letter to Craiova, the FRF and the PFL on 13 July 2023 reiterating his position. The Federazione Italiana Giuoco Calcio authorized the player's registration with Reggiana on 19 July 2023.

Craiova sued the player and Reggiana at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 15 August 2023 requesting compensation and Reggiana's joint and several liability. The player filed his answer on 11 September 2023 and submitted his counterclaim requesting overdue salary. The FIFA DRC issued its decision on 14 December 2023 rejecting Craiova's claim and partially accepting the player's claim. The FIFA DRC notified its decision's grounds to the parties on 13 February 2024.

Craiova filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision and accept the club's claims for compensation and Reggiana's jointly liability. The player and Reggiana filed their respective answers requesting that the sole arbitrator uphold the FIFA DRC decision.

## » CAS 2024/A/10382 U Craiova 1948 SA v. André Lourenço Duarte & Reggiana 1919 SRL

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Craiova is dismissed; (b) the FIFA DRC decision is confirmed; (c) the costs of the arbitration are borne by Craiova; and (d) Craiova shall pay the player and Reggiana each a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that to determine if a unilateral extension clause is valid, it is necessary to understand the overall context of the dispute. In addition, the sole arbitrator reasons that the following elements serve as criteria: (1) duration of the employment relationship; (2) deadline to exercise option; (3) salary reward deriving from the option right should be pre-defined; (4) one party should not be at the other's mercy with regard to the contents of the employment contract; (5) the option should be clearly established at the moment of signing the employment contract; (6) the extension period should be proportional to the original contract; (7) the number of extension options should be limited to one. The sole arbitrator notes that the deadline for opting to unilaterally extend the player's employment contract is unreasonable as Craiova could have exercised it until the last day of the season, leaving the player in disadvantaged position regarding his employment future and remaining at mercy of Craiova in a disproportionately long period of time. The sole arbitrator decides that the unilateral extension clause is invalid.

**CAS 2023/A/10132**

FC Spartak Subotica v. FC Sheriff

**CAS 2023/A/9954**

FC Sheriff v. Edmund Addo &amp; FC Spartak Subotica

**CAS 2023/A/9978**

Edmund Addo v. FC Sheriff

Reference number: [CAS 2023/A/9953](#),  
[CAS 2023/A/9954](#) & [CAS 2023/A/9978](#)

Award date: 3 March 2025

Seat of arbitration: Lausanne, Switzerland



PARTY N. 1		PARTY N. 2		PARTY N. 3	
 Club FC Spartak Subotica	 Serbia	 Club FC Sheriff	 Moldova	 Player Edmund Addo	 Ghana
<b>LEGAL TEAM</b> <b>Zoran Damjanovic</b>   Attorneys-at-Law in Belgrade, Serbia <b>Ksenija Z. Damjanovic</b>   Attorneys-at-Law in Belgrade, Serbia		<b>LEGAL TEAM</b> <b>Mikhail Prokopets, Ilya Chichero, Yury Zaytsev and Daria Luienko</b>   Attorneys-at-Law in Moscow, Russia		<b>LEGAL TEAM</b> <b>Marco Del Fabro,</b>   Attorney-at-Law in Zurich, Switzerland	
<b>PANEL</b> <b>President.</b> <b>Lars Hilliger</b> Attorney-at-Law in Copenhagen, Denmark		<b>Arbitrator.</b> <b>Reto Annen</b> Attorney-at-Law in Chur, Switzerland		<b>Arbitrator.</b> <b>Manfred Peter Nan</b> Attorney-at-Law in Amsterdam, the Netherlands	

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Joint liability; termination

**RELEVANT RULES & REGULATIONS**

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

**LANGUAGE**

English

**KEYWORDS**

Breach of contract; just cause

**CASELAW CITED**

- Burden of proof, allocation:** CAS 2003/A/506; CAS 2009/A/1810 & 1811; CAS 2009/A/1975; CAS 2013/A/3091.
- Compensation, positive interest:** CAS 2004/A/587; CAS 2005/A/801; CAS 2005/A/909, 910 & 911; CAS 2008/A/1519 & 1520; CAS 2008/A/1447; CAS 2012/A/2698.
- Compensation, specificity of sport:** CAS 2018/A/5607.
- Liability, joint:** SFT 4A\_32/2016; CAS 2020/A/6796.
- Termination, just cause:** CAS 2013/A/3091, 3092 & 3093.

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber

**Main issue n.1**

Is Sheriff entitled to compensation? Yes, Sheriff is entitled to compensation as the player terminated his employment contract without just cause and signed for Subotica.

**Main issue n.2**

Is Subotica jointly and severally liable? Yes, Subotica is jointly and severally liable in accordance with the FIFA RSTP article 17.

**CAS 2023/A/9953**

FC Spartak Subotica v. FC Sheriff

**CAS 2023/A/9954**

FC Sheriff v. Edmund Addo &amp; FC Spartak Subotica

**CAS 2023/A/9978**

Edmund Addo v. FC Sheriff

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

- / **12 January 2023:** player filed claim
- / **Unknown date:** Sheriff filed answer and counterclaim
- / **Unknown date:** player filed answer
- / **Unknown date:** Subotica filed answer
- / **7 July 2023:** FIFA DRC issued decision
- / **14 August 2023:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **4 September 2023:** parties filed respective statement of appeals
- / **21 September 2023:** proceedings consolidated
- / **14 October 2023:** Subotica filed appeal brief
- / **16 October 2023:** Sheriff and player filed appeal briefs
- / **5 February 2024:** parties filed respective answers
- / **8 February 2024:** panel constituted
- / **20 February 2024:** panel decided to hold in-person hearing
- / **28 February 2024:** hearing scheduled to be held on 28 May 2024
- / **3 March 2024:** Sheriff submitted comments on exhibits
- / **29 April 2024:** Sheriff provided new evidence
- / **13 May 2024:** player and Subotica filed comments and new evidence
- / **20 May 2024:** Sheriff filed comments
- / **24 May 2024:** player filed comments
- / **May 2024:** CAS Court Office forwarded order of procedure to the parties
- / **28 May 2024:** panel held hearing
- / **3 March 2025:** panel issued award

## Background

The player and Sheriff signed an employment agreement on 9 July 2021. The player was injured on 17 June 2022 while playing for the national after. After his injury, apparently, the player stayed in Ghana. Sheriff sent a warning letter to the player on 23 June 2022. Sheriff sent a second warning letter to the player on 29 June 2022. Sheriff sent a third warning letter to the player on 21 July 2022. The player contacted Sheriff on 13 September 2022 and requested the club to issue flight tickets. The club issued a flight ticket for 29 September 2022. The player returned to Moldova accordingly and underwent a full medical examination on 30 September 2022 as requested by Sheriff. The player and Sheriff concluded an additional agreement dated 1 October 2022, which the player says was backdated as it was concluded on 31 October 2022. The club forwarded the additional agreement to the Football Association of Moldova (FMF) on 21 October 2022. The player was not timely registered with the FMF in order to participate in, at least, the first half of the 2022/2023 season and in the UEFA competitions. The player left Moldova on 10 November 2022 during a break in the national tournament in accordance with the FIFA International Match Calendar. Sheriff sent a termination letter to the player on 21 November 2022. The player replied on 20 December 2022. Subotica sent a letter to Sheriff on 6 January 2023 asking whether the club and the player were in a dispute at the time or would be in the future. Sheriff answered Subotica on 9 January 2023 affirmatively. Subotica informed Sheriff on 13 January 2023 that it would sign with the player and that the player had just cause to terminate his contract with Sheriff. The player and Subotica signed an employment agreement on 16-17 January 2023. Sheriff request the FMF on 20 January 2023 to reject a request to issue the player's international transfer certificate. The FIFA Football Tribunal Players' Status Chamber granted the player's registration in favour of the Football Association for Subotica on 30 January 2023. The player transferred on a definitive basis from Subotica to Red Star on 21 June 2023.

The player sued the Sheriff at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 12 January 2023 requesting outstanding remuneration, compensation and Sheriff's sanction. Sheriff replied and lodged a counterclaim against the player and Subotica. The player filed his answer to Sheriff's counterclaim and supplemented his requests for relief. Subotica filed his answer. The FIFA DRC issued its decision on 7 July 2023, partially accepting the player's claim and Sheriff's counterclaim. The FIFA DRC considered Subotica jointly and severally liable. The FIFA DRC notified the grounds of its decision on 14 August 2023.

Subotica filed its appeal with CAS requesting that the panel set aside the FIFA DRC decision. In its answer, Subotica requested that the panel dismiss Sheriff's appeal.

Sheriff filed its appeal with CAS requesting that the panel set aside the FIFA DRC decision. In its answer, Sheriff requested that the panel dismiss Subotica's and the player's respective appeals.

The player filed its appeal with CAS requesting that the panel set aside the FIFA DRC decision. In his answer, the player requested that the panel dismiss Sheriff's appeal.

- » **CAS 2023/A/9953 FC Spartak Subotica v. FC Sheriff**
- » **CAS 2023/A/9954 FC Sheriff v. Edmund Addo & FC Spartak Subotica**
- » **CAS 2023/A/9978 Edmund Addo v. FC Sheriff**

## MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Subotica is partially upheld; (b) the appeal filed by Sheriff is partially upheld; (c) the appeal filed by the player is partially upheld; (d) the FIFA DRC decision is amended; (e) the costs of the arbitration are borne by each party in equal proportion; and (f) each party shall bear its own legal fees and other expenses.

### Main issue n. 1

The panel reasons that the injured party is entitled to a whole reparation of the damage suffered according to the principle of “positive interest”, under which compensation for breach must be aimed at reinstating the injured party to the position it would have been in had the contract been performed until its expiry. The panel reasons that the calculation of the compensation considers: (1) the residual value of the contract; (2) the value of the Subotica contract and the Red Star contract up to the original date of expiry of the contract; and (3) the non-amortised part of the transfer fee originally paid by Sheriff for having the player transferred. The panel notes that it is satisfied that Sheriff has the right to have its compensation with due consideration to the duty to mitigate damages. The panel decides that Sheriff is entitled to compensation as the player terminated his employment contract without just cause and signed for Subotica.

### Main issue n. 2

The panel reasons that joint and several liability is automatically applied and does not need any involvement or inducement by the new club, even when it is not at fault. The panel notes that Subotica is the player's new club and that it does not find any exceptional circumstances which could possibly justify an exception. The panel decides that Subotica is jointly and severally liable.

# CAS 2024/A/10601

## FC Dinamo City v. FK Laçi

Reference number: [CAS 2024/A/10601](#)

Award date: 4 March 2025

Seat of arbitration: Lausanne, Switzerland



### APPELLANT



Club

Football Club Dinamo City



Albania

#### LEGAL TEAM

Andersen | Venice, Italy

Patrizia Diacci and Jacopo Bonsi | Attorneys-at-law

### RESPONDENT



Club

Klubi Futbollit Laçi



Albania

#### LEGAL TEAM

Berlin Sports Law | Lisbon, Portugal

Jan Schweele | Attorney-at-law

### SOLE ARBITRATOR

Eirik Monsen | Attorney-at-law in Oslo, Norway



#### CATEGORY

Employment, Status &amp; Transfer

#### ISSUES

Training compensation

#### RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 3/Annexe 4

#### LANGUAGE

English

#### KEYWORDS

Circulars; club categorization; training compensation calculation

#### CASELAW CITED

/ **Burden of proof, allocation:** CAS 2004/A/730; CAS 2005/A/968; CAS 2007/A/1380; CAS 2015/A/3309; CAS 2016/A/4580.

/ **Evidence, bad faith/abusive behaviour:** CAS 2022/A/8651; CAS 2022/A/8835; CAS 2022/A/9170.

/ **Standard of proof, comfortable satisfaction:** CAS 2022/A/8960.

/ **Training compensation, club categorization:** CAS 2015/A/4060; CAS 2015/A/4214.

/ **Training compensation, loan:** CAS 2013/A/3119; CAS 2016/A/4543.

/ **Training compensation, risk allocation:** CAS 2015/A/4060.

### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

#### Main issue

Did the national association properly categorize the training club as category III? The training club did not discharge its burden of proof regarding any discrepancy in its categorization by the national association as category III instead of category IV.

**CAS 2024/A/10601**

FC Dinamo City v.  
FK Laçi

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

- / **2 February 2023:** Laçi filed claim
- / **7 February 2023:** FIFA general secretariat sent proposal
- / **27 February 2023:** Dinamo rejected proposal and filed answer
- / **19 December 2023:** FIFA DRC issued decision
- / **25 April 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **16 May 2024:** Dinamo filed statement of appeal
- / **3 June 2024:** FIFA renounced intervention
- / **14 June 2024:** Dinamo filed appeal brief
- / **8 August 2024:** Laçi filed answer
- / **16 August 2024:** sole arbitrator appointed
- / **20 August 2024:** FIFA submitted complete file upon request
- / **11 September 2024:** sole arbitrator granted 2nd round on evidence admissibility
- / **11 September 2024:** sole arbitrator decided not to hold hearing
- / **20 September 2024:** Dinamo filed submission
- / **27 September 2024:** Laçi filed submission
- / **11 November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **4 March 2025:** sole arbitrator issued award

## Background

On 30 August 2022, a player transferred to Dinamo as a professional. In accordance with the FIFA TMS data regarding FIFA categorization in connection with the player's training costs, Dinamo belonged to the UEFA clubs' category III at the time the player was registered with it.

Laçi sued Dinamo at the FIFA Football Tribunal Dispute Resolution Chamber for training compensation on 2 February 2023. The FIFA general secretariat addressed the parties with a proposal for settlement on 7 February 2023. Dinamo rejected the proposal and filed its answer on 27 September 2023 arguing it was a category IV club. The FIFA DRC rendered its decision on 19 December 2023, partially accepting Laçi's claim. The FIFA DRC notified its decision's grounds on 25 April 2024.

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

## » CAS 2024/A/10601 FC Dinamo City v. FK Laçi

### MAIN LEGAL FINDINGS

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

### Main issue

The sole arbitrator reasons that it is the training club's burden to prove that any discrepancy in its categorization by the national association it is affiliated to. The sole arbitrator notes that Dinamo has not discharged its burden of proof that it should have been re-categorized as category IV instead of category III for the purposes of training compensation. The sole arbitrator decided that the training compensation amount is owed by Dinamo to Laçi.



**CAS 2024/A/10389****Changchun Yatai FC v. Nenad Lukic and Egyetertes Torna Oszталы**Reference number: [CAS 2024/A/10389](#)

Award date: 11 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

**Club**  
Changchun Yatai FC



China

**LEGAL TEAM**

**Juan de Dios Crespo Pérez** | Attorneys-at-law in Valencia, Spain  
**Juan (Emily) Yu** | Attorneys-at-law in Valencia, Spain

**RESPONDENT N.1****Player****Nenad Lukic**

Serbia

**LEGAL TEAM****Feda Dupovac** | Attorney-at-law in Sarajevo, Bosnia & Herzegovina**RESPONDENT N.2**

**Club**  
Egyetértés Torna Oszталы FC



Hungary

**LEGAL TEAM****Luca Tettamanti** | Attorney-at-law in Lugano, Switzerland**PANEL****President.**

**Alexander McLin**  
Attorney-at-law in Lausanne, Switzerland

**Arbitrator.**

**David W. Wu**  
Attorney-at-law in Shanghai, China

**Arbitrator.**

**Manfred Peter Nan**  
Attorney-at-law in Amsterdam, The Netherlands

**CATEGORY**

Procedural

**ISSUES**

Arbitration costs

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R64

**LANGUAGE**

English

**KEYWORDS**

Award on costs

**CASELAW CITED**

None

**ORIGIN**

FIFA Football Tribunal Dispute Resolution Chamber, appeal

**Main issue**

Which party bears the procedural costs of the arbitration proceedings?  
Yatai bears the procedural costs.

**CAS 2024/A/10389****Changchun Yatai FC v. Nenad Lukic  
and Egyetertes Torna Osztalj****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **28 December 2023:** player filed claim
- / **14 February 2024:** FIFA DRC issued decision
- / **20 February 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **4 March 2024:** Yatai filed statement of appeal
- / **7 March 2024:** FIFA request exclusion
- / **7 March 2024:** Yatai requested mediation
- / **8 March 2024:** FIFA excluded
- / **12 March 2024:** player refused
- / **11 April 2024:** panel constituted
- / **3 May 2024:** FIFA provided file
- / **17 June 2024:** player filed answer
- / **21 June 2024:** Torna filed answer
- / **15 July 2024:** panel decided not to hold hearing
- / **19 August 2024:** Yatai informed settlement agreement
- / **19 August 2024:** Yatai withdrew appeal
- / **19 August 2024:** CAS Court Office informed sole arbitrator would issue an award on costs, including legal fees
- / **19 August 2024:** Torna requested contribution towards its costs
- / **21 August 2024:** Yatai objected
- / **11 March 2025:** panel issued award

## Background

The player and Yatai signed an employment agreement on 10 July 2023. The player sent a default notice to Yatai on 5 October 2023. Yatai replied on 7 October 2023 that it would pay the outstanding amounts on 31 October 2023. The player communicated Yatai on 23 October 2023 its intention to unilaterally terminate the employment contract. The player left China without notifying Yatai. Yatai transferred a partial amount to the player on 24 October 2023. Yatai sent a written notice to the player requesting his return to the team on 31 October 2023. The player never responded. Yatai transferred a fixed amount to the player between 1 November 2023 and 1 December 2023.

The player sued Yatai at the FIFA Football Tribunal Dispute Resolution Chamber on 28 December 2023. Yatai failed to submit its reply. Yatai received notice on 4 January 2024 that the player had signed with Torna. Yatai requested compensation from the player on 22 January 2024. The FIFA DRC rendered its decision on 14 February 2024 and notified its grounds on 20 February 2024.

Yatai filed its appeal with CAS requesting that the panel set aside the FIFA DRC decision. The player and Torna filed their respective answers requesting that the panel uphold the FIFA DRC decision. Yatai and the player reached a settlement agreement on 19 August 2024, and Yatai withdrew its appeal.

## » CAS 2024/A/10389 Changchun Yatai FC v. Nenad Lukic and Egyetertes Torna Osztaly

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Yatai is terminated; (b) the costs of the arbitration are borne by Yatai; and (c) the Yatai shall pay the Torna a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that CAS Code R64 regulates procedural costs at CAS, including which party bears the responsibility to bear it. The sole arbitrator notes that the parties have not agreed on the procedural costs. The sole arbitrator decides that Yatai bears the procedural costs as it has withdrawn its appeal.

# CAS 2024/A/10646

## FC Tobol Kostanay v. Pavel Zabelin

Reference number: [CAS 2024/A/10646](#)

Award date: 17 March 2025

Seat of arbitration: Lausanne, Switzerland



### APPELLANT



Club  
FC Tobol Kostanay



Kazakhstan

#### LEGAL TEAM

Not available

### RESPONDENT

Player

Pavel Zabelin



Belarus

#### LEGAL TEAM

Alexander Sverchinsky | Attorney-at-Law in Warsaw, Poland

### SOLE ARBITRATOR

Marco Balmelli | Attorney-at-law in Basel, Switzerland



#### CATEGORY

Employment, Status &amp; Transfer

#### ISSUES

Termination

#### RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 17

#### LANGUAGE

English

#### KEYWORDS

Breach of contract

#### CASELAW CITED

/ Termination, notice: BGE 113 II 261.

### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

#### Main issue

Did the club have its right to be heard respected? Yes, the club had its right to be heard respected.

**CAS 2024/A/10646****FC Tobol Kostanay v.  
Pavel Zabelin****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **6 February 2024:** player filed claim
- / **22 April 2024:** FIFA DRC issued decision
- / **16 May 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **5 June 2024:** club filed statement of appeal
- / **9 July 2024:** club filed appeal brief
- / **20 August 2024:** player filed answer
- / **13 September 2024:** sole arbitrator appointed
- / **15 October 2024:** sole arbitrator decided to hold hearing
- / **19 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **18 November 2024:** sole arbitrator held online hearing
- / **17 March 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 12 July 2023. The club's lawyer sent an official termination notice of the player's contract to a lawyer on 6 December 2023 via WhatsApp, alongside a draft for an agreement on termination by mutual consent of the parties and without compensation. Allegedly, the lawyer forwarded these documents to the player. The player never replied. The club sent the player a mutual termination agreement draft on 12 December 2023, dated 11 December 2023. The same day, the club notified the player that his last working day would be 8 December 2023. The player objected to the termination on 16 December 2023. The club informed the player on 16 December 2023 that the contractual termination was in line with the labour code of Kazakhstan and the FIFA regulations. The club issued a document indicating that it had unilaterally terminated the player's employment agreement on 11 December 2023. On that day, the player signed an employment agreement with another club in Russia.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 6 February 2024. The FIFA DRC rendered its decision on 22 April 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 16 May 2024.

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

## » CAS 2024/A/10646 FC Tobol Kostanay v. Pavel Zabelin

### MAIN LEGAL FINDINGS

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

#### Main issue

The sole arbitrator reasons that a football club affiliated to its national federation and, in connection, to FIFA is responsible to take every necessary precaution for being able to use the FIFA Legal Portal. The sole arbitrator notes that the FIFA DRC rendered its decision without the club having pronounced itself during the procedure. In addition, the sole arbitrator notes that the club alleged this was due to technical issue when logging into the FIFA Legal Portal in connection with the change of the club's email address and that it only became aware of the player's claim when it received the FIFA DRC decision. As such, the sole arbitrator notes that the club did not act in good faith by contacting the FIFA office for access to the FIFA Legal Portal rather than creating and submitting a support ticket via the FIFA Legal Portal or even contacting the FIFA Football Tribunal by registered mail, etc. The sole arbitrator notes that the club did not prove that it undertook all possible steps to participate in the FIFA DRC proceedings, even more so as it apparently was aware of a pending case. The sole arbitrator decides that the club was unable to submit a statement in the FIFA DRC procedure in essence due to its own fault and its right to be heard was not violated.

**CAS 2024/A/10744****Silviu Lung v.  
Yukatel Kayserispor**Reference number: [CAS 2024/A/10744](#)

Award date: 20 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Player

**Silviu Lung**

Romania

**LEGAL TEAM****Dan Idita** | Attorney-at-law in Bucharest, Romania**RESPONDENT**

Club

**Yukatel Kayserispor**

Türkiye

**LEGAL TEAM****Batu Mosturoglu** | Attorney-at-law in Istanbul, Türkiye**SOLE ARBITRATOR****Lars Halgreen, Ph.D.** | Legal Director in Gentofte, Denmark**CATEGORY****Employment, Status & Transfer****ISSUES**

Appeal; termination; statute of limitations

**RELEVANT RULES & REGULATIONS**

FIFA RSTP, ed. 2023; art. 23

**LANGUAGE**

English

**KEYWORDS**

Breach of contract; counterclaim; time-barred

**CASELAW CITED**/ **Appeal, counterclaim:** CAS 2020/A/7605; CAS 2021/A/8277./ **De novo review, scope:** CAS 2012/A/2874; CAS 2019/A/6483./ **Locus standi, standing to be sued:** CAS 2017/A/5322./ **Statute of limitations, interruption:** CAS 2012/A/2919./ **Statute of limitations, time-barred:** CAS 2015/A/4350.**ORIGIN****FIFA Football Tribunal Dispute Resolution Chamber, appeal****Main issue**

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

**CAS 2024/A/10744**

Silviu Lung v.  
Yukatel Kayserispor

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

- / **17 March 2024:** player filed claim
- / **13 June 2024:** FIFA DRC issued decision
- / **21 June 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **11 July 2024:** player filed statement of appeal
- / **22 July 2024:** player filed appeal brief
- / **24 July 2024:** FIFA waived intervention
- / **26 July 2024:** club requested expedited proceedings
- / **8 August 2024:** player objected
- / **9 August 2024:** request rejected
- / **26 September 2024:** club filed answer
- / **1 October 2024:** sole arbitrator appointed
- / **8 October 2024:** player filed submission
- / **11 October 2024:** sole arbitrator requested FIFA file
- / **18 October 2024:** club objected to submission
- / **21 October 2024:** FIFA submitted file
- / **25 October 2024:** sole arbitrator decided to hold hearing
- / **25 October 2024:** sole arbitrator excluded submission
- / **25 October 2024:** sole arbitrator ordered 2nd round
- / **29 October 2024:** player filed 2nd round submission
- / **4 November 2024:** club filed 2nd round submission
- / **7 November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **20 November 2024:** sole arbitrator held online hearing
- / **20 March 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 17 August 2020. The club made a declaration on 4 March 2022 stating that it would cover the player's expenses regarding Turkish national tax. The player sent a default notice to the club on 25 January 2024.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 17 March 2024. The FIFA DRC considered part of the player's claim inadmissible for being time-barred on 13 June 2024. The FIFA DRC notified its decision's grounds on 21 June 2024.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The club filed its answer requesting that the sole arbitrator uphold the FIFA Football Tribunal Dispute Resolution Chamber decision and to "dismiss the claim of the [player] in terms of allegedly unpaid taxation and reduce the portion corresponding to penalty".



## » CAS 2024/A/10744 Silviu Lung v. Yukatel Kayserispor

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is dismissed; (b) the club's request for relief to amend the FIFA DRC is inadmissible; (c) the FIFA DRC decision is confirmed; (d) the costs of the arbitration are borne by the player; and (e) each party shall bear its own legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that the maturity of the debt marks the starting point of the statute of limitation period. In addition, the sole arbitrator reasons that the time limit to file a claim may be extended upon a valid admission by the debtor in respect of the debt that is accompanied by a request for an extension of the deadline for payment. The sole arbitrator notes that the player did not discharge his burden of proof regarding a later novation of the original debt. The sole arbitrator decides that the player's claim is time-barred.

# CAS 2024/A/10736

## Beijing Guoan Football Club v. Marko Dabro

Reference number: [CAS 2024/A/10736](#)

Award date: 25 March 2025

Seat of arbitration: Lausanne, Switzerland



### APPELLANT



Club

Beijing Guoan Football Club



China

#### LEGAL TEAM

Great Wall Law Firm | Beijing, China

Dong Shuangquan and Zhang Cuiping | Attorneys-at-Law

SP.IN Law | Zurich, Switzerland

Saverio P. Spera and Jaques Blondin | Attorneys-at-law

### RESPONDENT

Player

Marko Dabro



Croatia

#### LEGAL TEAM

Law Firm Kasalo &amp; Raic Ltd. | Split, Croatia

Hrove Raic and Tomislav Kasalo |

### SOLE ARBITRATOR

Lars Hilliger | Attorney-at-Law in Copenhagen, Denmark



#### CATEGORY

Employment, Status &amp; Transfer

#### ISSUES

Appeal; termination; statute of limitations

#### RELEVANT RULES & REGULATIONS

FIFA RSTP, ed. 2023; art. 23

#### LANGUAGE

English

#### KEYWORDS

Breach of contract; counterclaim; time-barred

#### CASELAW CITED

- / **Breach of contract, compensation:** CAS 2004/A/587; CAS 2005/A/801; CAS 2005/A/909, 910 & 911.
- / **Burden of proof, allocation:** CAS 2003/A/506; CAS 2009/A/1810 & 1811; CAS 2009/A/1975.
- / **Compensation, duty to mitigate:** CAS 2018/A/6029.
- / **Compensation, positive interest:** CAS 2008/A/1447; CAS 2012/A/2698.
- / **Contractual interpretation, parties' intention:** CAS 2017/A/5172.
- / **Termination, just cause:** CAS 2013/A/3091.

### ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

#### Main issue n.1

Was the player entitled to terminate the employment contract with just cause? The player had just cause to terminate the employment contract.

#### Main issue n.2

Is the player entitled to compensation? Yes, the player is entitled to compensation in the light of the positive interest principle.

#### Supporting issue

Did the player discharge his duties to mitigate damages? Yes, the player discharged his duties to mitigate damages.

**CAS 2024/A/10736****Beijing Guoan Football Club v.  
Marko Dabro****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **11 January 2024:** player filed claim
- / **4 April 2024:** FIFA DRC issued decision
- / **10 June 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **28 June 2024:** club filed statement of appeal
- / **8 July 2024:** club filed appeal brief
- / **30 July 2024:** club filed letter
- / **23 September 2024:** player filed answer
- / **2 October 2024:** sole arbitrator appointed
- / **4 October 2024:** sole arbitrator decided to hold hearing
- / **Unknown date:** CAS Court Office forwarded order of procedure to the parties
- / **5 December 2024:** sole arbitrator held in-person hearing
- / **25 March 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on 1 April 2022. The parties and another club agreed on the player's temporary transfer from 5 February 2023 to 31 December 2023. The player put the club in default on 13 September 2023. The club replied to the player on 19 September 2023.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 11 January 2024. The FIFA DRC rendered its decision on 4 April 2024, accepting the player's claim. The FIFA DRC notified its decision's grounds on 10 June 2024.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DRC decision. The player filed his answer requesting that the sole arbitrator uphold the FIFA DRC decision. The player reiterated his position on the same date. The club executed a payment in favour of the player on 11 October 2023. The player sent another default notice to the club on 14 December 2023. The club made another payment to the player on 20 December 2023. The player notified the club that he was unilaterally terminating the employment contract on 2 January 2024. The club replied to the player on 3 January 2024, attaching to its reply a payment receipt executed on the same day. The player signed a new employment agreement with another club on 5 February 2024.

## » CAS 2024/A/10736 Beijing Guoan Football Club v. Marko Dabro

### MAIN LEGAL FINDINGS

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

#### Main issue n. 1

The sole arbitrator reasons that good cause exists whenever the terminating party cannot be expected in good faith to continue the employment relationship and only material breaches of a contract can possibly be considered just cause for the termination of an employment contract. The sole arbitrator notes that the parties' employment contract was suspended during the loan period and the player was not to be considered an employee of the club during this period. In addition, the sole arbitrator notes that the parties had entered into a supplementary agreement, according to which the club has obliged itself to pay in favour of the player a determined amount. The sole arbitrator notes that the amount is the difference between the player's original salary and his salary according to the loan agreement. As such, the sole arbitrator notes that the parties were in continuously under contract with each other during this period. The sole arbitrator notes that the club failed to discharge its burden of proof that it had carried out its financial obligations towards the player in due time. The sole arbitrator decides that the player had just cause to terminate the employment contract.

#### Main issue n. 2

The sole arbitrator reasons that good cause exists whenever the terminating party cannot be expected in good faith to continue the employment relationship and only material breaches of a contract can possibly be considered just cause for the termination of an employment contract. The sole arbitrator notes that the parties' employment contract was suspended during the loan period and the player was not to be considered an employee of the club during this period. In addition, the sole arbitrator notes that the parties had entered into a supplementary agreement, according to which the club has obliged itself to pay in favour of the player a determined amount. The sole arbitrator notes that the amount is the difference between the player's original salary and his salary according to the loan agreement. As such, the sole arbitrator notes that the parties were in continuously under contract with each other during this period. The sole arbitrator notes that the club failed to discharge its burden of proof that it had carried out its financial obligations towards the player in due time. The sole arbitrator decides that the player had just cause to terminate the employment contract.

#### Supporting issue

The sole arbitrator reasons that the duty to mitigate damages must be regarded in accordance with the general principle of fairness, which implies that a player must act in good faith and seek other employment, showing diligence and seriousness, with the overall aim of limiting the damages deriving from the breach and avoiding that a possible breach committed by the club could turn into an unjust enrichment for the player after a breach of contract by a club. In addition, the sole arbitrator reasons that the duty to mitigate should not be considered satisfied when a player deliberately fails to search for a new club or unreasonably refuses to sign a satisfying employment contract, or when, having different options, the player deliberately accepts to sign a contract with worse financial conditions in the absence of any valid reason to do so. Moreover, the sole arbitrator reasons that a lower salary at the new employer does not mean that the club does not have to pay the player any compensation. The sole arbitrator notes that the club has failed to discharge its burden of proof. The sole arbitrator decides that the player discharged his duties to mitigate damages.

# CAS 2024/A/10331

## Ismaily Sporting Club v. Firas Cahouat & FIFA

Reference number: [CAS 2024/A/10331](#)

Award date: 27 March 2025

Seat of arbitration: Lausanne, Switzerland



### APPELLANT



Club  
**Ismaily Sporting Club**



Egypt

#### LEGAL TEAM

**Nasr Abou Elhasan** | President, Ismaily Sporting Club in Egypt  
**Mostafa Shalla** | Head of financial paymaster, Ismaily Sporting Club in Egypt  
**Mohamed Ismael** | Financial director, Ismaily Sporting Club in Egypt  
**INLAW Associés** | Neuchâtel, Switzerland  
**Emilie Weible** | Attorney-at-law

### RESPONDENT N.1

Player

**Firas Cahouat**

Serbia

#### LEGAL TEAM

**Global Sport Consulting Law Firm** | Tunisia  
**Ali Abbes** | Attorney-at-law

### RESPONDENT N.2

IF

**Fédération Internationale de Football Association (FIFA)**



Switzerland

#### LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA  
**Cristina Pérez González** | Senior legal counsel  
**Alexander Jacobs** | Senior legal counsel

### PANEL

**President.** **Jonathan Hall**  
Solicitor in Dubai, UAE

**Arbitrator.** **Jacopo Tognon**  
Attorney-at-law in Padova, Italy

**Arbitrator.** **João Nogueira da Rocha**  
Attorney-at-law in Lisbon, Portugal



### CATEGORY

Employment, Status &amp; Transfer

### ISSUES

Termination

### RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 17

### LANGUAGE

English

### KEYWORDS

Breach of contract

### CASELAW CITED

/ **Breach of contract, compensation:** CAS 2016/A/4605; CAS 2017/A/5180.

/ **Sanction, deference:** CAS 2009/A/1844; CAS 2014/A/3754; CAS 2018/A/5588; CAS 2023/A/10011.

## ORIGIN

FIFA Football Tribunal Dispute Resolution Chamber, appeal

### Main issue

Was the player entitled to terminate the employment contract with just cause? The player had just cause to terminate the employment contract.

**CAS 2024/A/10331****Ismaily Sporting Club v.  
Firas Cahouat & FIFA****Before the FIFA Football Tribunal  
Dispute Resolution Chamber**

- / **18 July 2023:** player filed claim
- / **12 January 2024:** FIFA DRC issued decision
- / **18 January 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **7 February 2024:** club filed statement of appeal
- / **29 February 2024:** club filed appeal brief
- / **22 May 2024:** panel constituted
- / **24 May 2024:** player filed answer
- / **21 June 2024:** FIFA filed answer
- / **27 August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **13 September 2024:** club requested provisional measures
- / **20 September 2024:** FIFA objected
- / **24 September 2024:** player objected
- / **25 September 2024:** club filed comments
- / **2 October 2024:** panel rejected
- / **10 October 2024:** panel held online hearing
- / **27 March 2025:** panel issued award

## Background

The club and the player signed an employment agreement on 1 October 2022. The player put the club in default on 4 January 2023. The player signed a document on 6 February 2023 acknowledging the club met its financial obligations. The player put the club in default on 9 June 2023. The player sent a termination notice to the club on 25 June 2023. On the same date, the club replied to the player's termination letter that it had met its financial obligations towards the player. The player signed an employment agreement with another club on 13 July 2023.

The player sued the club at the FIFA Football Tribunal Dispute Resolution Chamber for breach of contract on 18 July 2023. The FIFA DRC issued its decision on 12 January 2024, partially accepting the player's claim. The FIFA DRC notified its decision's grounds on 18 January 2024.

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

## » CAS 2024/A/10331 Ismaily Sporting Club v. Firas Cahouat & FIFA

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the club is partially upheld; (b) the FIFA DRC decision is modified; (c) the costs of the arbitration are borne 70% by the club and 30% by the player; and (d) the club shall pay the player a contribution in the amount of CHF 2,000 towards the legal fees and other expenses.

#### Main issue

The panel reasons that a contract may be terminated by either party without consequences of any kind where there is just cause, which requires a valid reason for a unilateral contract termination. In addition, the panel reasons that the following principles should be considered: (1) only a sufficiently serious breach of contractual obligations by one party to the contract qualifies as just cause for the other party to terminate the contract; (2) in principle, the breach is considered sufficiently serious when there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue; and (3) the termination of a contract should always be an action of last resort. Moreover, the panel reasons that a player can terminate a contract without just cause if at least two monthly salaries are outstanding, and the player has given the club notice and 15 days to remedy the default in accordance with the FIFA RSTP. The panel notes that the player has discharged his burden of proof. The panel decides that the player had just cause to terminate the employment contract.

# FIFA®

Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

**FIFA Football Tribunal**

# Players' Status Chamber

FIFA





**CAS 2024/A/10248****Granada Club de Futbol S.A.D. v.  
Alanyaspor Kulubu**Reference number: [CAS 2024/A/10248](#)

Award date: 14 January 2025

Seat of arbitration: Lausanne, Switzerland

**APELLANT**

Club

Granada Club de Futbol S.A.D



Spain

**LEGAL TEAM**Daniel Munoz Sirera, Rodrigo Silva Batista and Siddharth Gosain |  
Munoz & Arias Sports Lawyers, Valencia, Spain**RESPONDENT**

Club

Alanyaspor Kulubu



Türkiye

**LEGAL TEAM**

Sami Dinc | Istanbul, Türkiye

**SOLE ARBITRATOR**

Yasna Stavreva | Attorney-at-law in Sofia, Bulgaria

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Default; penalty clause; scope of the arbitration

**RELEVANT RULES & REGULATIONS**

Swiss Code of Obligations; art. 163 FIFA RSTP, ed. May.23; art. 12bis

**LANGUAGE**

English

**KEYWORDS**

Penalty clause reduction; penalty clause interpretation; debtor's diligence; "ne ultra petita"

**CASELAW CITED**/ **Default, debtor's diligence:** CAS 2019/A/6334/ **Penalty clause, interpretation:** CAS 2017/A/8523; CAS 2014/A/3664/ **Penalty clause, reduction:** CAS 2020/A/6809 & 6843; CAS 2019/A/6626; CAS 2018/A/5857; CAS 2017/A/5304**ORIGIN**

FIFA Football Tribunal Players' Status Chamber, appeal

**Main issue n.1**

Did the FIFA PSC decision contradict the principle of ne ultra petita? Yes, the FIFA PSC decision awarded Alanyaspor more than it had requested.

**Main issue n.2**

Did Granada timely comply with its payment obligation? No, Granada did not act diligently to comply with its financial obligations under the loan agreement.

**CAS 2024/A/10248****Granada Club de Fútbol S.A.D. v.  
Alanyaspor Kulubu****Before the FIFA Football Tribunal  
Players' Status Chamber**

- / **24 October 2023:** Alanyaspor filed claim
- / **7 December 2023:** FIFA PSC issued decision
- / **20 December 2023:** FIFA PSC communicated grounds

**Before the Court of Arbitration  
for Sport**

- / **5 January 2024:** Granada filed statement of appeal
- / **29 January 2024:** CAS Appeals Division president nominated sole arbitrator
- / **16 February 2024:** Granada filed appeal brief
- / **15 March 2024:** Alanyaspor filed answer
- / **5 April 2024:** sole arbitrator decided to hold a video-conference hearing
- / **8 April 2024:** CAS Court Office forward order of procedure to the parties
- / **15 May 2024:** sole arbitrator held hearing
- / **14 January 2025:** sole arbitrator issued award

## Background

The parties signed a loan agreement on 19 January 2023 for the temporary transfer of a professional football player. The validity of the loan agreement had 4 cumulative requirements: (a) the player passing medical examinations; (b) the player and Alanyaspor signing a document determining the conditions of the loan period; (c) the player and Granada signing a document regulating the future employment relationship; and (d) the Turkish Football Federation issuing the player's international transfer certificate and its reception by the Real Federation Espanola de Futbol no later than 31 January 2023 at 8pm. The loan agreement stated that the player's transfer would be converted to a definitive transfer automatically if Granada achieved promotion to LaLiga's first division at the end of the 2022/2023 Spanish football season. The loan agreement stated that Granada agreed to pay Alanyaspor EUR 500,000 net in two equal instalments by 31 August 2023 and 31 January 2024 for the player's definitive transfer. In addition, the loan agreement stated that Granada would be liable to pay a 15% penalty in case of default. Granada achieved promotion to LaLiga's first division at the end of the 2022/2023 Spanish football season. On 26 June 2023, Alanyaspor informed Granada it had met the contractual conditions for the player's definitive transfer. On 31 August 2023, Alanyaspor reminded Granada about the first instalment's due date. On the same date, Granada informed Alanyaspor that it had wired the corresponding amount. On 7 September 2023, Alanyaspor sent its first default notice to Granada. On 11 September 2023, Granada made a partial payment to Alanyaspor.

On 12 September 2023, Alanyaspor sent its second default notice to Granada. Alanyaspor sued Granada at the FIFA PSC for overdue payments on 24 October 2023 requesting Granada pay Alanyaspor. On 7 December 2023, the FIFA PSC partially accepted Alanyaspor's claim.

Granada filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. The club requested that: (a) the sole arbitrator recognizes that the club has complied with its financial obligations under the loan agreement; or, subsidiarily, (b) the club is not liable to pay any penalty clause to Alanyaspor in accordance with SCO art. 163.3; or, alternatively, (c) the penalty amount must be reduced in accordance with SCO art. 163.3; (d) the club is not liable to pay any interest, nor default interest. In short, the club alleged that it acted diligently and that it had fully complied with the payment of the first instalment of the transfer fee, which Granada made on 31 August 2023. Granada further stated that the banking institution delaying the payment was outside the club's control. In addition, the club contests the contractually agreed penalty as excessive and disproportionate. Lastly, the club considers that the FIFA PSC decision contradicts the principle of "non ultra petita" as it awarded differently from what Alanyaspor requested.

Alanyaspor filed its answer requesting that the sole arbitrator uphold the FIFA PSC decision. The club alleged that Granada: (a) did not meet its financial obligation under the loan agreement, delaying its payment and acting in bad faith; and (b) did not act diligently. In addition, the club states that the parties mutually agreed on the penalty clause and that it should not be reduced as for the "pacta sunt servanda" principle. In short, the club's position is that Granada did not meet its financial obligations under the loan agreement.

## » CAS 2024/A/10248 Granada Club de Futbol S.A.D. v. Alanyaspor Kulubu

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Granada is partially upheld; (b) the FIFA Football Tribunal Players' Status Chamber decision is confirmed, save for item 2 of its operative part which is amended; (c) the costs of the arbitration are borne by Granada; and (d) Granada shall bear its own costs and pay Alanyaspor a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

#### Main issue n. 1

The sole arbitrator reasons the FIFA PSC awarded Alanyaspor more than it had requested. The sole arbitrator notes that she is bound to the limits of the parties' motions and prevents her from granting more than the parties request, despite evidence that other financial obligations may be due. The sole arbitrator decides that the FIFA PSC needs to be amended.

#### Main issue n. 2

The sole arbitrator reasons that the FIFA RSTP art. 12bis(1) aims to ensure that the creditor club is able to recover its due as swiftly as possible, without unnecessary or unjustified delay. In addition, the sole arbitrator reasons that the burden of proof lies with the debtor club to demonstrate that it had timely and fully complied with its financial obligations. The sole arbitrator notes that Granada did not discharge its burden of proof and that it did not act diligently as it chose to risk defaulting by proceeding to pay the amount due on the last day possible. The sole arbitrator decides that Granada did not act diligently to comply with its financial obligations under the loan agreement.

**TAS 2022/A/8640**

Independiente Santa Fe c. Alejandro Patricio Camps

**TAS 2022/A/8641**

Independiente Santa Fe c. Martin Andres Posse Paz

Reference number: [TAS 2022/A/8640 & 8641](#)

Award date: 15 January 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Independiente Santa Fe



Colombia

**LEGAL TEAM**

Andres Charria Saenz | Bogota, Colombia

**RESPONDENT N. 1**

Coach

Alejandro Patricio Camps



Argentina

**LEGAL TEAM**

Senn | Ferrero &amp; Asociados Sports &amp; Entertainment, Madrid, Spain

Juan Alfonso Prieto Huang

**RESPONDENT N. 2**

Coach

Martin Andres Posse Paz



Argentina

**LEGAL TEAM**

Senn | Ferrero &amp; Asociados Sports &amp; Entertainment, Madrid, Spain

Juan Alfonso Prieto Huang

**PANEL****President.**Anna Peniche  
Attorney-at-Law in Mexico City, Mexico**Arbitrator.**Daniel Cravo Souza  
Attorney-at-Law in Porto Alegre, Brazil**Arbitrator.**Mariano Claria  
Attorney-at-Law in Buenos Aires, Argentina**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Statute of limitations; just cause termination

**RELEVANT RULES & REGULATIONS**

FIFA RSTP, Feb.21 edition; art.5/Annex 8

**LANGUAGE**

Spanish

**KEYWORDS**

Time barred; breach of contract; just cause

**CASELAW CITED**/ **Contract interpretation, "venire contra factum proprium":** TAS 2021/A/8467/ **Termination, just cause:** CAS 20147/A/3684, CAS 2020/A/7175, CAS 2022/A/8963**ORIGIN**

FIFA Football Tribunal Players' Status Chamber decision, appeal

**Preliminary issue**

Are the claims time-barred? No, the claims are not time-barred as the coaches filed their claim on 9 August 2021, before the 2-year maximum.

**Supporting issue**

When did the coaches terminate their employment contracts? The coaches terminated their employment contracts on 11 August 2019.

**Main issue**

Did the coaches have just cause to terminate the employment contracts? Yes, the coaches had just cause to terminate their employments contracts.

**TAS 2022/A/8640**

Independiente Santa Fe c. Alejandro  
Patricio Camps

**TAS 2022/A/8641**

Independiente Santa Fe c. Martin  
Andres Posse Paz

### Before the Players' Status Chamber

- / **9 August 2021:** coaches filed claims before the FIFA Players' Status Chamber (PSC)
- / **23 November 2021:** FIFA PSC rendered decision

### Before the Court of Arbitration for Sport

- / **7 February 2022:** club filed statements of appeal
- / **18 February 2022:** club filed appeal briefs
- / **22 February 2022:** CAS consolidated the proceedings
- / **14 April 2022:** formation of the panel and transfer of file
- / **19 March 2022:** coaches filed their answer
- / **20 June 2022:** hearing date set for 31 August 2022 in Lima, Peru
- / **12 July 2022:** panel requested FIFA the casefiles
- / **18 July 2022:** FIFA sent the casefiles to CAS
- / **25 July 2022:** CAS Court Office forward order of procedure to the parties
- / **30 August 2022:** club requested a hybrid hearing
- / **31 August 2022:** the hybrid hearing took place
- / **15 January 2025:** panel issued the award

## Background

The club and the coach-respondent n. 1 signed a pre-contract on 11 April 2019, according to which the coach-respondent n. 1 and his assistants would celebrate an employment contract with the club starting 1 July 2019. The club agreed to pay the coach-respondent n. 1 a USD 10,000 salary for May 2019 and a USD 15,000,000 salary for June 2019. In addition, the club and the coach-respondent n. 1 signed an employment agreement on 1 July 2019, valid until 30 June 2020. The club agreed to pay the coach-respondent n. 1 a COP 71,185,000 monthly salary. The club agreed to pay the coach-respondent n. 1 the total remainder contractual salary in case of early termination by the club, excluding: (a) the salaries agreed on the pre contract, and (b) flight tickets. On 4 August 2019, the club's president gave a press conference stating that the club had fired the coaches. On 7 August 2019, the club published a press release in its social media that the coach-respondent n. 1 agreed to an early termination and announced that the club had signed with a new coach. On 10 August 2019, the coach-respondent n. 1 notified the club terminating the employment contract for cause and inviting the club to pay the total remainder contractual salary in 48 hours.

The club and the coach-respondent n. 2 signed an employment agreement on 1 July 2019, valid until 30 June 2020. The club agreed to pay the coach-respondent n. 2 a COP 23,212,500 monthly salary. The club agreed to pay the coach-respondent n. 2 the total remainder contractual salary in case of early termination by the club, excluding: (a) a USD 3,000,000 allowance, and (b) flight tickets. On 4 August 2019, the club's president gave a press conference stating that the club had fired the coaches. On 7 August 2019, the club published a press release in its social media that the coach-respondent n. 1 agreed to an early termination and announced that the club had signed with a new coach. On 10 August 2019, the coach-respondent n. 1 notified the club terminating the employment contract for cause and inviting the club to pay the total remainder contractual salary in 48 hours.

The coach-respondent n. 1 and the coach-respondent n. 2 sued the club at the FIFA PSC for breach of contract on 9 August 2021 requesting the early termination compensation, including amounts other than the monthly salary. On 23 November 2021, the FIFA PSC partially accepted the coaches' claims.

The club filed its appeals with CAS requesting that the panel set aside the FIFA PSC decisions, both on 7 February 2022. The club requested that the panel consider the original claims time-barred. Subsidiarily, that the coaches terminated the employment contract without just cause and that the coaches had to compensate the club. In short, the club alleged that: (a) the coaches refused to participate in the press conference on 4 August 2019 and did not comply with their employment duties, resulting in a serious breach of contract; (b) the coach-respondent n. 1 told the players, immediately and on the day after, that he was leaving the club; (c) the club could not reach the coaches from 5 August 2019 onward, resulting in another serious breach of contract; (d) the club had to sign with another coach on 9 August 2019; (e) the club's internal investigation resulted in a sanction for the coach-respondent n. 1 (18-month suspension and 20 monthly minimum salaries fine) on 7 October 2019.

**TAS 2022/A/8640**

**Independiente Santa Fe c. Alejandro  
Patricio Camps**

**TAS 2022/A/8641**

**Independiente Santa Fe c. Martin  
Andres Posse Paz**

### Before the Players' Status Chamber

- / **9 August 2021:** coaches filed claims before the FIFA Players' Status Chamber (PSC)
- / **23 November 2021:** FIFA PSC rendered decision

### Before the Court of Arbitration for Sport

- / **7 February 2022:** club filed statements of appeal
- / **18 February 2022:** club filed appeal briefs
- / **22 February 2022:** CAS consolidated the proceedings
- / **14 April 2022:** formation of the panel and transfer of file
- / **19 March 2022:** coaches filed their answer
- / **20 June 2022:** hearing date set for 31 August 2022 in Lima, Peru
- / **12 July 2022:** panel requested FIFA the casefiles
- / **18 July 2022:** FIFA sent the casefiles to CAS
- / **25 July 2022:** CAS Court Office forward order of procedure to the parties
- / **30 August 2022:** club requested a hybrid hearing
- / **31 August 2022:** the hybrid hearing took place
- / **15 January 2025:** panel issued the award

The coaches filed their joint answer on 19 May 2022 requesting that the panel confirm the FIFA PSC decisions.

The coaches alleged that: (a) they had complied with their employment duties; (b) the parties did not agree on a mutual early termination on 7 August 2019; (c) the club did not allow the coaches to continue performing their employment duties from 7 August 2019 onward; (d) the coaches notified the club for an early termination with just cause on 10 August 2019 effective 11 August 2019; (e) the club started its internal investigation after that on 14 August 2019; (f) the club requested the coaches assistance on such investigation on 15 August 2019; (g) the coaches informed the club that they did not acknowledge the club's internal investigation body jurisdiction on 11 September 2019; (h) the club sanctioned the coach-respondent n. 1 on 7 October 2019; (i) the club terminated the coach-respondent n. 1 employment contract on 25 October 2019. In short, the coaches' position is that the claims are not time-barred, that the club did not have just cause to terminate the employment contracts, and that the coaches had to just cause to terminate their employment contracts.

- » **TAS 2022/A/8640 Independiente Santa Fe c. Alejandro Patricio Camps**
- » **TAS 2022/A/8641 Independiente Santa Fe c. Martin Andres Posse Paz**

## MAIN LEGAL FINDINGS

The panel decided that: (a) the appeals filed by the club are dismissed; (b) the FIFA Football Tribunal Players' Status Chamber decisions are confirmed; (c) the costs of the arbitrations are borne by the club; and (d) the club shall pay the coaches a contribution in the amount of CHF 3,000 each towards the legal fees and other expenses.

### Preliminary issue

The panel reasons that the RSTP art. 25, para. 5, states that the statute of limitations applies to this claim after 2 years from 11 August 2019. The panel notes that the coaches filed their claim on 9 August 2021. The panel decides that the claims are not time-barred.

### Supporting issue

The panel reasons that the club contradicted itself when stating the employment contracts' termination dates. The panel notes that the coaches did not take part in the 4 August 2019 press conference, but that is not enough to justify the termination of the employment contract by itself. In addition, the panel notes that the club did not notify the coaches on 4-6 August 2019 and did not show sufficient reason for not being able to do so. Moreover, the panel notes that the club stated that it had terminated the coaches' employment contracts on 25 October 2019. The panel applies the "venire contra factum proprium non valet" and "nemo potest venire contra factum proprium" principles to decide that the club did not act diligently. The panel further notes that the coaches did notify the club on 11 August 2019 that they considered the employment contract terminated, which the panel decides to be the date in which the parties terminated the employment contracts by the coaches' initiative.

### Main issue

The panel reasons that the coaches: (a) did not attend a press conference; (b) attended a training session on daily clothing; (c) did not direct a training session. The panel notes that these are not sufficient per se to justify an early employment contract termination without the initiative of the club. In addition, the panel reasons that the club did not act diligently and, instead, decided to hire a new coach without before properly terminating the coaches' employment contracts. The panel notes that this is a serious breach of contract and that the coaches did notify the club that they considered the employment contract terminated diligently. The panel decides that the coaches had just cause to terminate the employment contracts.

# CAS 2024/A/10474

## FC Fotbal Club FCSB SA v. Galatasaray AS

Reference number: [CAS 2024/A/10474](#)

Award date: 17 January 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Fotbal Club SB SA	 Romania	 Club Galatasaray AS	 Türkiye
<b>LEGAL TEAM</b> Madalina Diaconu   Attorney-at-law in Neuchâtel, Switzerland		<b>LEGAL TEAM</b> Petek Akyüz, Selcuk Uysal, and Tuncer Özgür Kilic   Attorneys-at-law in Istanbul, Türkiye	
<b>PANEL</b>	<b>President.</b> Lars Halgreen   Legal Director in Gentofte, Denmark.	<b>Coarbitrator.</b> Petros C. Mavroidis   Professor of Law in New York, USA	<b>Coarbitrator.</b> Rod McKenzie   Solicitor in Glasgow, United Kingdom



### CATEGORY

Procedural

### ISSUES

Admissibility; Legal Portal

### RELEVANT RULES & REGULATIONS

FIFA Statutes; art. 57(l)  
FIFA Procedural Rules Governing the  
Football Tribunal; art. 10

### LANGUAGE

English

### KEYWORDS

Appeal; time limit; communication of  
grounds

### CASELAW CITED

None

## ORIGIN

FIFA Football Tribunal Players' Status Chamber, appeal

### Preliminary issue

Did FCSB file its statement of appeal within the proper time limit? No, FCSB did not file its statement of appeal within 21 days from the communication of the FIFA Football Tribunal PSC decision grounds.



**CAS 2024/A/10474****FC Fotbal Club FCSB SA v.  
Galatasaray AS****Before the Players' Status  
Chamber**

- / **12 October 2023:** FCSB filed claim
- / **5 December 2023:** FIFA PSC issue decision
- / **9 January 2024:** FIFA PSC communicated grounds

**Before the Court of Arbitration  
for Sport**

- / **18 March 2024:** FCSB filed statement of appeal
- / **26 March 2024:** CAS Court Office requested FCSB to provide proof of notification of the FIFA PSC decision
- / **27 March 2024:** FCSB provided missing information
- / **1 April 2024:** FCSB appointed new counsel, who filed submission regarding proof of notification
- / **4 April 2024:** CAS Court Office opened the proceedings
- / **4 April 2024:** CAS Court Office requested FIFA for copy of the decision, its cover letter, and proof of notification
- / **9 April 2024:** FCSB filed appeal brief
- / **24 April 2024:** FIFA forwarded a clean version of the FIFA PSC decision and renounced its right to request intervention
- / **25 April 2024:** CAS Court Office requested FIFA for the FIFA PSC decision's cover letter and proof of notification
- / **29 July 2024:** Galatasaray filed answer
- / **8 August 2024:** panel formed
- / **30 August 2024:** panel requested more information from FCSB
- / **1 October 2024:** panel noted that FCSB did not file any information
- / **1 October 2024:** panel informed parties that it would issue an award on
- / **17 January 2025:** panel issued award on admissibility

## Background

The parties signed a transfer agreement on 24 August 2021 according to which Galatasaray agreed to pay EUR 3.500.000 to FCSB in four instalments as well as additional provisions regarding other payment triggers. On 29 August 2023, Galatasaray met the requirements for a payment trigger amounting to EUR 1,000,000. On 14 September 2023, FCSB demanded Galatasaray to pay the additional amount. On 18 September 2023, Galatasaray refused to pay by stating that it had not met the payment trigger.

On 12 October 2023, FCSB filed a claim before the FIFA Football Tribunal Players' Status Chamber requesting the additional amount. On 5 December 2023, the FIFA PSC dismissed the claim and stated that Galatasaray had not met the conditions that trigger the additional amount's payment. On 9 January 2024, the FIFA PSC communicated the decision grounds to the parties. On 6 March 2024, FCSB informed the FIFA General Secretariat that the person responsible for its user to the FIFA's Legal Platform fell ill and that FCSB had IT difficulties in accessing it between 9 and 31 January 2024. On 6 March 2024, FIFA informed FCSB regarding the uploaded notifications that the club had received in the FIFA Legal Platform from 9 to 31 January 2024.

On 18 March 2024, FCSB filed its statement of appeal. On 26 March 2024, the CAS Court Office requested FCSB to provide proof of notification of the FIFA PSC decision. On 27 March 2024, FCSB provided the missing information in the statement of appeal. On 1 April 2024, FCSB appointed a new counsel, and she stated that FCSB was not able to present proof as to the uploading of the FIFA PSC decision on the FIFA Legal Platform on 9 January 2024 and that FIFA had only duly notified FCSB on 6 March 2024. On 4 April 2024, the CAS Court Office opened the proceedings and informed FIFA while requesting that it provide the CAS Court Office with an unmarked copy of the FIFA PSC decision together with the cover letter and corresponding proof of notification. On 9 April 2024, FCSB filed its appeal brief. On 24 April 2024, FIFA forwarded a clean version of the FIFA PSC decision. On 25 April 2024, the CAS Court Office invited FIFA to provide a copy of the cover letter or other proof of notification of the FIFA PSC decision. On 29 July 2024, Galatasaray filed its answer.

## » CAS 2024/A/10474 FC Fotbal Club FCSB SA v. Galatasaray AS

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by FCSB is dismissed; (b) the costs of the arbitration shall be borne by FCSB; and (c) FCSB shall pay Galatasaray a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

### Preliminary issue

The panel reasons that an appeal is admissible if filed within the proper time limit. The panel notes the appropriate time limit applicable to this case is 21 days. In addition, the panel notes that FCSB was not diligent handling its access to the FIFA Legal Platform and did not discharge its burden of proof regarding the context in which it did not have proper access to it. The panel decides FCSB did not file its statement of appeal within 21 days from the communication of the FIFA PSC decision grounds and that its appeal is inadmissible.

**CAS 2022/A/8964**

Cruzeiro Esporte Clube v Pyramids FC

**CAS 2022/A/8965**

Pyramids FC v Cruzeiro Esporte Clube &amp; FIFA

Reference number: [CAS 2022/A/8964 & 8965](#)

Award date: 20 January 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT N.1**

Club

Cruzeiro Esporte Clube



Brazil

**LEGAL TEAM**

Senn | Ferrero Asociados Sports &amp; Entertainment, Spain

Javier Ferrero Munoz, Juan Ignacio Triguero Gea, and Alvaro Martinez San Segundo

**RESPONDENT**

IF

Federation Internationale de Football Association (FIFA)



Switzerland

**LEGAL TEAM**

Miguel Lietard | Director of Litigation, Zurich, Switzerland

**APPELLANT N.2**

Club

Pyramids FC



Egypt

**LEGAL TEAM**

Muller and Paparis | Switzerland

Livia Ambuhl, Rolf Muller and Zani Dzaferi

**SOLE ARBITRATOR**

Patrick Stewart

Solicitor in Manchester, United Kingdom

**CATEGORY**

Procedural

**ISSUES**

Arbitration costs

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R64

**LANGUAGE**

English

**KEYWORDS**

Award on costs

**CASELAW CITED**

None

**ORIGIN**

FIFA Football Tribunal Players' Status Chamber, appeal

**Main issue**

Which party bears the procedural costs of the arbitration proceedings? Cruzeiro bears the procedural costs as agreed between the parties.

**CAS 2022/A/8964**Cruzeiro Esporte Clube v  
Pyramids FC**CAS 2022/A/8965**Pyramids FC v Cruzeiro Esporte  
Clube & FIFA**Before the Players' Status  
Chamber**/ **31 January 2022:** Pyramids filed claim/ **3 May 2022:** FIFA PSC issued award/ **27 May 2022:** FIFA PSC communicated  
grounds**Before the Court of Arbitration  
for Sport**

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Cruzeiro and Pyramids signed a transfer agreement on 16 January 2019 according to which Cruzeiro agreed to pay Pyramids USD 7,000,000 in several instalments. In addition, the transfer agreement regulated the consequences of late payment by Cruzeiro. Cruzeiro failed to pay the first six instalments. Pyramids sued Cruzeiro at the FIFA Football Tribunal Players' Status Chamber on 22 April 2020 for defaulting on the first six instalments and requesting the outstanding amount. On 8 December 2020, the FIFA PSC issued an award. Cruzeiro filed an appeal at CAS (CAS 2021/A/7836). Cruzeiro failed to pay the seventh instalment due 10 January 2022. On 31 January 2022, Pyramids sued Cruzeiro at the FIFA Football Tribunal Players' Status Chamber for defaulting on the seventh instalment and requesting the outstanding amount as well as several claims relating to the first six instalment and that Pyramids had not included in the previous claim. On 3 May 2022, the FIFA PSC issued an award and partially accepted Pyramids' claim. On 27 May 2022, the FIFA PSC communicated the grounds to the parties.

Cruzeiro and Pyramids filed their own appeals with CAS on 17 June 2022. On 27 June 2022, Cruzeiro agreed to consolidate the two CAS appeals. On 29 June 2022, Pyramids agreed to consolidate the two CAS appeals. On 30 June 2022, FIFA requested to be excluded as a party. On 4 July 2022, Pyramids declined FIFA's request to be excluded from the proceedings. On 7 July 2022, FIFA renounced its right to request its intervention in CAS 2022/A/8964. On 13 July 2022, FIFA repeated its request to be excluded as a party.

On 18 July 2022, Cruzeiro and Pyramids filed their respective appeal briefs. On 21 July 2022, Pyramids declined FIFA's request to be excluded as a party. On 31 August 2022, the CAS Appeals Arbitration Division president nominated the sole arbitrator. On 27 September 2022, Cruzeiro filed its answer. On 29 September 2022, FIFA filed its answer. On 4 October 2022, the CAS Court Office advised the parties that Pyramids failed to submit its answer in case CAS 2022/A/8964 and that the sole arbitrator would proceed with the arbitration and render an award. On 18 October 2022, the sole arbitrator decided to hold a hearing. On 2 November 2022, the CAS Court Office issued the order of procedure. On 10 November 2022, the sole arbitrator held a videoconference hearing. On 23 February 2023, the CAS Court Office suspended the proceedings until 5 May 2024 as requested by Cruzeiro and Pyramids. On 10 May 2024, the CAS Court Office confirmed the continuation of the stay of the proceedings until 15 May 2024. On 14 May 2024, Pyramids and Cruzeiro entered into a letter of termination in which the clubs regulated who would bear procedural costs. On 23 May 2024, the CAS Court Office advised the parties that the sole arbitrator would issue and award on costs as FIFA had not objected to the withdrawal of case CAS 2022/A/8965.

CAS 2022/A/8964

CAS 2022/A/8965

Continuation | Before the Court of Arbitration for Sport

- / **17 June 2022:** Cruzeiro filed appeal
- / **17 June 2022:** Pyramids filed appeal
- / **27 June 2022:** Cruzeiro agreed to consolidate the appeals
- / **29 June 2022:** Pyramids agreed to consolidate the appeals
- / **30 June 2022:** FIFA requested exclusion as party from CAS 2020/A/8965
- / **4 July 2022:** Pyramids declined FIFA's request
- / **7 July 2022:** FIFA renounced right to request intervention in CAS 2020/A/8964
- / **13 July 2024:** FIFA renewed request exclusion as party from CAS 2020/A/8965
- / **18 July 2022:** Cruzeiro filed appeal brief
- / **18 July 2022:** Pyramids filed appeal brief
- / **21 July 2022:** Pyramids declined FIFA's request
- / **31 August 2022:** sole arbitrator nominated
- / **27 September 2022:** Cruzeiro filed answer
- / **29 September 2022:** FIFA filed answer
- / **4 October 2022:** CAS Court Office certified Pyramids failed to submit answer
- / **18 October 2022:** sole arbitrator decided to hold a hearing
- / **2 November 2022:** CAS Court Office forward order of procedure to the parties
- / **23 February 2023:** CAS Court Office suspended proceedings until 5 May 2024
- / **10 May 2024:** CAS Court Office confirmed suspension until 15 May 2024
- / **14 May 2024:** Pyramids and Cruzeiro entered into a letter of termination
- / **23 May 2024:** CAS Court Office informed FIFA did not object to the withdrawal
- / **20 January 2025:** sole arbitrator issued the award

## » CAS 2022/A/8964 Cruzeiro Esporte Clube v Pyramids FC

## » CAS 2022/A/8965 Pyramids FC v Cruzeiro Esporte Clube & FIFA

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeals filed by Cruzeiro and Pyramids are terminated; (b) the costs of the arbitration are borne by Cruzeiro; and (c) each party shall bear its own legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that CAS Code R64 regulates procedural costs at CAS, including which party bears the responsibility to bear it. The sole arbitrator notes that the parties have agreed on the procedural costs. The sole arbitrator ratifies the parties' agreement that Cruzeiro shall bear the procedural costs in both appeals.

**TAS 2023/A/9982****Gustavo Alfaro v. Federación Ecuatoriana de Fútbol**Reference number: [TAS 2023/A/9982](#)

Award date: 20 January 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Coach Gustavo Alfaro	 Argentina	 NF Federación Ecuatoriana de Fútbol	 Ecuador
<b>LEGAL TEAM</b> Ariel Reck and Agustina Alfaro   Attorney-at-law in Buenos Aires, Argentina		<b>LEGAL TEAM</b> Javier Ferrero Muñoz and Gonzalo Mayo   Attorney-at-law in Madrid, Spain	
<b>PANEL</b>	<b>President.</b> Roberto Moreno Rodríguez Alcalá Attorney-at-law in Asunción, Paraguay	<b>Arbitrator.</b> Mariano Clariá Attorney-at-law in Buenos Aires, Argentina	<b>Arbitrator.</b> Diego Lennon Attorney-at-law in Buenos Aires, Argentina

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Termination

**RELEVANT RULES & REGULATIONS**

FIFA RSTP

**LANGUAGE**

Spanish

**KEYWORDS**

Breach of contract; outstanding amounts

**CASELAW CITED**

None

**ORIGIN**

FIFA Football Tribunal Players' Status Chamber, appeal

**Main issue**

Does the national federation owe the coach outstanding amounts? Yes, it does.

**TAS 2023/A/9982**

**Gustavo Alfaro v. Federación  
Ecuatoriana de Fútbol**

**Before the Players' Status  
Chamber**

- / **20 March 2023:** coach filed claim
- / **9 August 2023:** FIFA PSC rendered the operative part of the decision
- / **25 August 2023:** FIFA PSC communicated the decision's grounds to the parties

**Before the Court of Arbitration  
for Sport**

- / **13 September 2023:** coach filed statement of appeal
- / **16 October 2023:** coach filed appeal brief
- / **20 November 2023:** panel constituted
- / **22 November 2023:** national federation filed answer
- / **10 January 2024:** panel decided to host hearing on 24 January 2024
- / **12 January 2024:** CAS Court Office forwarded order of procedure to the parties
- / **24 January 2024:** panel held online hearing
- / **24 January 2024:** panel invited FIFA to share information regarding 3 topics
- / **24 January 2024:** FIFA shared information regarding 1st topic
- / **21 February 2024:** FIFA shared information regarding 2nd and 3rd topics
- / **6 March 2024:** coach filed post-hearing briefs
- / **1 April 2024:** national federation filed post-hearing briefs
- / **20 January 2025:** the panel issued the award

## Background

The parties signed an employment agreement on 25 August 2020, valid from 1 September 2020 until the end of the FIFA Men's World Cup CONMEBOL qualifiers or, if the Ecuadorian national team classifies, the Qatar 2022 FIFA Men's World Cup. The parties signed the employment contract on 1 September 2020. On 12 October 2020, the national federation agreed to pay a bonus for the whole team relating to the matches played during the World Cup qualifiers. On 24 March 2022, the Ecuadorian national team qualified for the World Cup. On 25 November 2022, the national federation agreed a payment schedule regarding outstanding bonus amounts and to pay a bonus for the whole team relating to the matches to be played during the World Cup. The Ecuadorian national team did not classify to the round of 16 and terminated the coach's contract.

The coach sued the national federation at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 20 March 2023 requesting outstanding amounts, including salaries and bonuses. On 9 August 2023, the FIFA PSC partially accepted the coach's claim. On 25 August 2023, the FIFA PSC communicated the decision's grounds to the parties.

The coach filed his appeal with CAS requesting that the panel partially set aside the FIFA PSC decision. The coach requested the outstanding amounts, including salaries and bonuses, that the FIFA PSC had dismissed. The national federation filed its answer requesting that the panel uphold the FIFA PSC decision.



## » TAS 2023/A/9982 Gustavo Alfaro v. Federación Ecuatoriana de Fútbol

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the coach is partially upheld; (b) the FIFA Football Tribunal Players' Status Chamber decision is confirmation, save for the paragraph 2 of its operative part, which is substituted; (c) the costs of the arbitration are borne by the coach and the national federation in equal shares; and (d) each party shall bear his/its own legal fees and other expenses.

#### Main issue

The panel reasons that this is a fact-based case in the sense that the coach has the burden of proof to show that it had met the necessary criteria for the national federation to pay back deducted salaries and to pay bonuses. The panel notes that the coach discharged his burden of proof in relation to all but one claim. The panel decides to partially uphold the appeal filed by the coach and confirm the FIFA PSC decision, save for paragraph 2 of its operative part that is substituted.

**CAS 2023/A/10170****Al Salmiya Sporting Club v  
Božidar Čačić**Reference number: [CAS 2023/A/10170](#)

Award date: 7 January 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

**Club**  
**Al Salmiya Sporting Club**



Kuwait

**LEGAL TEAM**

Pedro Macieirinha e Associados | Villa Real, Portugal

Pedro Macieirinha | Attorney-at-law

**RESPONDENT****Coach****Božidar Čačić**

Croatia

**LEGAL TEAM**

Law Firm Vukic and Partners | Ltd, Rijeka, Croatia

Ivan Smokrovic | Attorney-at-law

**SOLE ARBITRATOR**

Fabio Iudica | Attorney-at-Law in Milan, Italy

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Applicable law; choice of forum; contract interpretation; just cause termination

**RELEVANT RULES & REGULATIONS**

FIFA RSTP, May 23 edition; art. 22 and art. 5/Annex 2

**LANGUAGE**

English

**KEYWORDS**

Jurisdiction; "in dubio contra stipulatorem"; breach of contract; overdue payable; just cause; aggravating circumstances

**CASELAW CITED**/ **Applicable law, subsidiary application:** CAS 2021/A/8334./ **Jurisdiction, valid choice of forum:** AS 2020/A/7605./ **Contract interpretation, "in dubio contra stipulatorem":** CAS 2005/A/871, CAS 2008/A/1468, ATF 124 III 155, ATF 126 III 388.**ORIGIN**

FIFA Football Tribunal Players' Status Chamber decision, appeal

**Preliminary issue**

Did the FIFA Football Tribunal have jurisdiction to hear the dispute originally? Yes, the FIFA Football Tribunal has jurisdiction to hear the dispute originally.

**Main issue n.1**

Did the club terminated the employment contract? No, the club was not able to prove that it had terminated the employment contract on 25 June 2023.

**Main issue n.2**

Did the club have a justification for the non-payment? No, the club did not have good reason for the non-payment.

**Supporting issue**

Did the club have a justification for the non-payment? No, the club did not have good reason for the non-payment.

**CAS 2023/A/10170****Al Salmiya Sporting Club v  
Božidar Čačić****Before the Players' Status  
Chamber**

- / **19 July 2024:** coach filed claim before the FIFA Players' Status Chamber (PSC)
- / **26 September 2023:** FIFA PSC rendered decision
- / **6 November 2023:** FIFA PSC communicated decision's grounds to the parties

**Before the Court of Arbitration  
for Sport**

- / **25 November 2023:** club filed statement of appeal before the Court of Arbitration for Sport (CAS)
- / **14 December 2023:** club informed interest in mediation
- / **15 December 2023:** club filed appeal brief
- / **18 December 2023:** coach informed no interest in mediation
- / **18 December 2023:** FIFA informed it renounced its right to request intervention
- / **29 December 2023:** coach filed answer to the appeal brief
- / **17 April 2024:** CAS Division President appointed sole arbitrator
- / **4 July 2024:** hearing scheduled for 4 September 2024
- / **22 August 2024:** CAS Court Office forward order of procedure to the parties
- / **4 September 2024:** hearing took place by video-conference
- / **11 September 2024:** sole arbitrator requested club to produce evidence
- / **11 September 2024:** club informed unable to produce the evidence requested and produced unsolicited evidence
- / **19 September 2024:** coach filed response to the club's submission
- / **20 September 2024:** panel closed evidentiary proceedings
- / **7 January 2025:** panel issued the award

## Background

The parties signed an employment agreement on 1 July 2022, valid until 30 June 2024. The club agreed to pay the coach a KWD 2,990 monthly salary, accommodation, car allowance, round trip flight tickets, 30-day annual leave and other contingent bonus. The contract stated that the club would have the right to terminate the employment contract if the coach was absent from work for more than 7 consecutive days without a reasonable excuse. The parties agreed to a choice of forum clause in favour of the National Sports Arbitration Tribunal of Kuwait (NSAT) and the Kuwait courts. On 9 June 2023, the coach put the club in default for five monthly salaries. On 25 June 2023, the club informed the coach that it had terminate the employment contract with immediate effect as the coach was absent for more than 7 days without reasonable excuse. On 6 July 2023, the coach sent a just cause termination letter to the club via e-mail based on the outstanding salaries.

The coach sued the club at the FIFA PSC for breach of contract on 19 July 2023 requesting the outstanding remuneration (February–June 2023), compensation for breach of contract, and 6-month additional compensation for aggravating circumstances. The coach alleged that the club failed to comply with its financial obligations corresponding to five monthly salaries, which constitutes just cause for termination. In its reply, the club contested the FIFA PSC jurisdiction based on the parties' choice of forum and argued that the coach breached the employment contract by being absent for more than 7 consecutive days from work without permission at a non-specified date, which constitutes just cause for termination. The club filed a counterclaim for compensation corresponding to the employment contract's residual value, plus 5% interest as from 6 July 2023. In his rejoinder, the coach maintained that the FIFA PSC had jurisdiction to hear the dispute as the choice of forum clause does not clearly establishes the specific competent judging body and that NSAT does not meet the minimum requirements to be recognized as independent and duly constituted decision-making body. The coach argued that the club did not contest the outstanding salaries' claim and acted in bad faith by terminating the employment contract based on a unsubstantiated claim. On 26 September 2023, the FIFA PSC single judge partially accepted the coach's claim and rejected the club's counterclaim.

The club filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. The club requested that: (a) the coach terminated his employment contract without just cause, (b) the club had just cause for terminating the employment contract, (c) the club should not be liable to pay any amount to the coach, (d) the coach should pay the club compensation. In short, the club alleged that the coach failed to fulfil his contractual obligations towards the club (absence from work without permission), the coach's formal notice letter did not provide a time limit for the club to comply with the payment obligation, the coach did not express his intention to terminate the employment contract with just cause due to outstanding salaries, the club terminated the employment contract on 25 June 2023 before the coach's termination letter dated 6 July 2023.

**CAS 2023/A/10170****Al Salmiya Sporting Club v  
Božidar Čačić****Before the Players' Status  
Chamber**

- / **19 July 2024:** coach filed claim before the FIFA Players' Status Chamber (PSC)
- / **26 September 2023:** FIFA PSC rendered decision
- / **6 November 2023:** FIFA PSC communicated decision's grounds to the parties

**Before the Court of Arbitration  
for Sport**

- / **25 November 2023:** club filed statement of appeal before the Court of Arbitration for Sport (CAS)
- / **14 December 2023:** club informed interest in mediation
- / **15 December 2023:** club filed appeal brief
- / **18 December 2023:** coach informed no interest in mediation
- / **18 December 2023:** FIFA informed it renounced its right to request intervention
- / **29 December 2023:** coach filed answer to the appeal brief
- / **17 April 2024:** CAS Division President appointed sole arbitrator
- / **4 July 2024:** hearing scheduled for 4 September 2024
- / **22 August 2024:** CAS Court Office forward order of procedure to the parties
- / **4 September 2024:** hearing took place by video-conference
- / **11 September 2024:** sole arbitrator requested club to produce evidence
- / **11 September 2024:** club informed unable to produce the evidence requested and produced unsolicited evidence
- / **19 September 2024:** coach filed response to the club's submission
- / **20 September 2024:** panel closed evidentiary proceedings
- / **7 January 2025:** panel issued the award

The coach filed his answer requesting that the panel uphold the FIFA PSC decision. The coach alleged that he complied with his contractual obligations, the club failed to pay his salaries (Feb.23 to Jun.23), the coach sent a warning letter to the club claiming outstanding salaries under threat of unilateral termination of the employment contract, the coach terminated his employment contract on 6 July 2023 with just cause, and the club sent the coach an antedated termination letter later on that same day. In short, the coach's position is that he is entitled to receive compensation due to the club's severe contractual breach.

## » CAS 2023/A/10170 Al Salmiya Sporting Club v Božidar Čačić

### MAIN LEGAL FINDINGS

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

#### Preliminary issue

The sole arbitrator reasons that FIFA declines its jurisdiction over employment-related disputes having international dimension based on RSTP article 22(1)(c), according to which the parties must have included a written, explicit and exclusive arbitration clause in their contract. The sole arbitrator notes that employment contract's dispute resolution clause did not contain any exclusive nor clear jurisdiction clause. The sole arbitrator decides that the FIFA Football Tribunal has jurisdiction to hear the dispute originally.

#### Main issue n.1

The sole arbitrator reasons that the club had to discharge its burden of proof regarding the termination letter's delivery to the coach. The sole arbitrator notes that the club did not produce a proof of delivery, either by e-mail or by any other form of correspondence. The sole arbitrator decides that the club did not terminate the employment contract.

#### Main issue n.2

The sole arbitrator reasons that the coach had to put the club in default in writing before terminating the employment contract for outstanding salaries in accordance with RSTP art. 5, Annex 2. The sole arbitrator notes that the coach notified the club on 6 June 2023 that clearly stated the debt and, implicitly, invited the club to make the relevant payment within 15 days. The sole arbitrator decides that the coach satisfied the regulatory requirements and had just cause to terminate the employment contract.

#### Supporting issue

The sole arbitrator reasons that the club did not discharge its burden of proof that it had, implicitly or verbally, agreed to delay payment. The sole arbitrator notes that previous delayed payments simply show the club's bad practice, but do not justify any delay. In addition, the sole arbitrator notes that the club did not provide any evidence that it did not authorize the coach's leave, which could have included a written warning to attest the alleged unauthorized absence. The sole arbitrator decides that the club did not have good reason for not complying with its financial duties.

TAS 2024/A/10518

Club Atletico Banfield c. Club Necaxa & FIFA

Reference number: [TAS 2024/A/10518](#)

Award date: 18 February 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT N.1	
 Club Club Atlético Banfield	 Argentina	 Club Club Necaxa	 Mexico
LEGAL TEAM Mariano Bambaci   Attorney-at-law in Buenos Aires, Argentina		LEGAL TEAM Alfredo Garzon and Patricia Galán   Attorneys-at-law in Madrid, Spain	
PANEL	RESPONDENT N.2		
	<b>President.</b> Ernesto Gamboa Morales Attorney-at-law in Bogotá, Colombia	<b>IF</b> Fédération Internationale de Football Association (FIFA)	 Switzerland
	<b>Arbitrator.</b> Agustin Fattal Jaef Attorney-at-Law in Rosario, Argentina		
	<b>Arbitrator.</b> Jordi López Batet Attorney-at-Law in in Barcelona, Spain	LEGAL TEAM FIFA Litigation subdivision   Miami, USA Miguel Liétard Fernández-Palacios   Litigation director	



CATEGORY

Procedural

ISSUES

Arbitration costs

RELEVANT RULES & REGULATIONS

CAS Code; art. R64

LANGUAGE

Spanish

KEYWORDS

Award on costs

CASELAW CITED

None

ORIGIN

FIFA Football Tribunal Players' Status Chamber decision, appeal

Main issue

Which party bears the procedural costs of the arbitration proceedings? Banfield bears the procedural costs.

**TAS 2024/A/10518****Club Atletico Banfield c. Club  
Necaxa & FIFA****Before the Players' Status  
Chamber**

- / **18 September 2023:** Necaxa filed claim
- / **20 February 2024:** FIFA PSC issued decision
- / **2 April 2024:** FIFA PSC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **22 April 2024:** Banfield filed statement of appeal
- / **17 May 2024:** Banfield filed appeal brief
- / **27 May 2024:** panel constituted
- / **5 August 2024:** Necaxa and FIFA filed answers
- / **10 September 2024:** panel decided to hold online hearing on 11 October 2024
- / **26 September 2024:** CAS Court Office forwarded order of procedure to the parties
- / **11 October 2024:** panel held online hearing
- / **29 January 2024:** Banfield informed settlement agreement and withdrew appeal
- / **18 February 2025:** panel issued award

## Background

The clubs signed a transfer agreement on 31 December 2023. Necaxa sued Banfield at the FIFA Football Tribunal Players' Status Chamber on 18 September 2023. The FIFA PSC issued its decision on 20 February 2024, partially accepting Necaxa's claim.

Banfield filed a statement of appeal with the Court of Arbitration for Sport against Necaxa and FIFA on 22 April 2024. Necaxa and FIFA filed their respective answers on 5 August 2024. Banfield informed the CAS Court Office that it was withdrawing its appeal on 29 January 2025 as the clubs had reached a settlement agreement.

## » TAS 2024/A/10518 Club Atletico Banfield c. Club Necaxa & FIFA

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Banfield is terminated; (b) the costs of the arbitration are borne by Banfield; and (c) Banfield shall pay the FIFA a contribution in the amount of CHF 2,000 towards the legal fees and other expenses.

#### Main issue

The panel reasons that CAS Code R64 regulates procedural costs at CAS, including which party bears the responsibility to bear it. The panel notes that the parties have not agreed on the procedural costs, solely the clubs have. The panel decides that Banfield bears the procedural costs in relation to FIFA as it had withdrawn its appeal.



# TAS 2024/A/10591


Club Deportivo Popular Junior  
FC SA c. Club Olimpia

Reference number: [TAS 2024/A/10591](#)

Award date: 19 February 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Club Deportivo Popular Junior FC SA	 Colombia	 Club Club Olimpia	 Paraguay
<b>LEGAL TEAM</b> Melanie Scharrer   Attorney-at-law in Pfaffikon, Suiza		<b>LEGAL TEAM</b> Ariel Reck   Attorneys-at-law in Buenos Aires, Argentina	
<b>SOLE ARBITRATOR</b>		Gastón Tealdi González   Attorney-at-Law in Montevideo, Uruguay	



## CATEGORY

Procedural

## ISSUES

Arbitration costs

## RELEVANT RULES & REGULATIONS

CAS Code; art. R64

## LANGUAGE

Spanish

## KEYWORDS

Award on costs

## CASELAW CITED

None

## ORIGIN

FIFA Football Tribunal Players' Status Chamber decision, appeal

## Main issue

Which party bears the procedural costs of the arbitration proceedings? Deportivo Junior bears the procedural costs.

**TAS 2024/A/10591**

**Club Deportivo Popular Junior FC  
SA c. Club Olimpia**

**Before the Players' Status  
Chamber**

- / **27 November 2023:** Deportivo Junior filed claim
- / **23 April 2024:** FIFA PSC issued decision
- / **28 May 2024:** FIFA PSC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **17 June 2024:** Deportivo Junior filed statement of appeal
- / **8 July 2024:** Deportivo Junior filed appeal brief
- / **13 August 2024:** Olimpia filed answer
- / **1 October 2024:** NDeportivo Junior filed 2nd round submission
- / **22 October 2024:** Olimpia filed 2nd round submission
- / **30 October 2024:** sole arbitrator decided not to hold hearing
- / **Unknown date:** CAS Court Office forwarded order of procedure to the parties
- / **27 January 2025:** Deportivo Junior informed settlement agreement and withdrew appeal
- / **19 February 2025:** sole arbitrator issued the award

## Background

The clubs signed a transfer agreement on 2 July 2018. Olimpia sued Deportivo Junior at the FIFA Football Tribunal Players' Status Chamber on 17 August 2020. The FIFA PSC issued its decision on 18 May 2021, partially accepting Olimpia's claim. Olimpia filed an appeal before CAS on 16 September 2021. CAS issued its award on 12 December 2022, partially accepting Olimpia's appeal. Deportivo Junior defaulted, and FIFA sanctioned the club on 30 January 2023. The clubs reached a settlement agreement on 13 February 2023. Deportivo Junior filed a claim before the FIFA Football Tribunal Players' Status Chamber against Olimpia on 27 November 2023. The FIFA PSC issued a decision on 23 April 2024, partially accepting Deportivo Junior's claim. The FIFA PSC notified the decision's grounds to the parties on 28 May 2024.

Deportivo Junior filed a statement of appeal with the Court of Arbitration for Sport against Olimpia on 17 June 2024. Olimpia filed an answer on 13 August 2024. Deportivo Junior informed the CAS Court Office that it was withdrawing its appeal on 27 January 2025 as the clubs had reached a settlement agreement.

## » TAS 2024/A/10591 Club Deportivo Popular Junior FC SA c. Club Olimpia

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Deportivo Junior is terminated; (b) the costs of the arbitration are borne by Deportivo Junior; and (c) each club shall bear their own legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that CAS Code R64 regulates procedural costs at CAS, including which party bears the responsibility to bear it. The sole arbitrator notes that the parties have agreed on the procedural costs. The sole arbitrator decides that the Deportivo Junior bears the procedural costs.

**CAS 2023/A/9749****Roberto Luiz Bianchi Pelliser v.  
Vipers Sports Club Limited**Reference number: [CAS 2023/A/9749](#)

Award date: 25 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Coach****Roberto Luiz Bianchi Pelliser**

Brazil

**LEGAL TEAM****Rosalía Ortega Pradillo and Nicolás Felipe Senderowicz Slucki** |  
Attorney-at-law in Toledo, Spain**RESPONDENT****Club****Vipers Sports Club Limited**

Uganda

**LEGAL TEAM****Njuba Simon Peter** | CEO in Kampala, Uganda**SOLE ARBITRATOR****Jacopo Tognon** | Professor and attorney-at-law in Padova, Italy**CATEGORY****Employment, Status & Transfer****ISSUES**

Termination

**RELEVANT RULES & REGULATIONS**

FIFA RSTP, Mar.23 edition; art. 6/Annex II

**LANGUAGE**

English

**KEYWORDS**

Breach of contract; just cause

**CASELAW CITED**

- / **Applicable law, employment dispute:** CAS 2020/A/7605.
- / **Applicable law, Haas-doctrine:** CAS 2020/A/7499.
- / **Applicable law, parties' autonomy:** CAS 2017/A/5111.
- / **Applicable law, rules and regulations:** CAS 2014/A/3626.
- / **Burden of proof, allocation:** CAS 2020/A/6994.
- / **Compensation, calculation:** ATF 125 III 14
- / **De novo review, scope:** CAS 2006/A/1206; CAS 2010/A/2090; CAS 2019/A/6483.

**ORIGIN****FIFA Football Tribunal Players' Status Chamber decision, appeal****Main issue**

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

**CAS 2023/A/9749****Roberto Luiz Bianchi Pelliser v. Vipers Sports Club Limited****Before the Players' Status Chamber**

- / **24 March 2023:** coach lodged claim
- / **23 May 2023:** FIFA PSC rendered decision

**Before the Court of Arbitration for Sport**

- / **21 June 2023:** coach filed statement of appeal in Spanish
- / **22 June 2023:** coach filed statement of appeal in English requesting Spanish language
- / **4 July 2023:** CAS Court Office confirmed English language
- / **1 October 2024:** Deportivo Junior filed 2nd round submission
- / **18 July 2023:** coach filed appeal brief
- / **7 August 2023:** club filed answer
- / **15 August 2023:** coach requested new allegations and evidence
- / **24 April 2024:** sole arbitrator appointed
- / **1 May 2024:** sole arbitrator accepted request
- / **3 May 2024:** sole arbitrator received FIFA case file
- / **13 May 2024:** coach filed new allegations and evidence
- / **22 May 2024:** coach filed reply
- / **6 June 2024:** coach requested pre-hearing and new evidence
- / **11 June 2024:** sole arbitrator rejected pre-hearing and granted new evidence
- / **11 June 2024:** sole arbitrator decided to hold online hearing on 8 July 2024
- / **13 June 2024:** CAS Court Office forwarded order of procedure to the parties
- / **17 June 2024:** club filed requested evidence
- / **21 June 2024:** coach filed expert report on requested evidence
- / **25 June 2024:** club filed comments
- / **8 July 2024:** sole arbitrator held online hearing
- / **25 February 2025:** sole arbitrator issued award

## Background

The parties signed an employment contract on 3 January 2023, valid until 30 June 2024. The club allegedly sent a warning notice to the coach for “unbecoming conduct” on 21 February 2023. The club allegedly sent a second warning notice to the coach on 27 February 2023. The club allegedly sent a third warning notice to the coach on 8 March 2023 and sent a termination letter. The club paid the coach the amount due in accordance to article of the employment contract on 9 March 2023. The coach remained unemployed afterwards.

The coach sued the club at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 24 March 2023 requesting compensation. The FIFA PSC rejected the coach's claim.

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

## » CAS 2023/A/9749 Roberto Luiz Bianchi Pelliser v. Vipers Sports Club Limited

### MAIN LEGAL FINDINGS

The arbitrator decided that: (a) the appeal filed by the coach is partially upheld; (b) the FIFA PSC decision is set aside; (c) the club has to pay the coach compensation for breach of contract; (d) the award is pronounced without costs; and (e) the club shall pay the coach a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

### Main issue

The arbitrator reasons that the parties to a fixed-term contract cannot terminate it early without just cause or if the parties to it reach a mutual agreement. The arbitrator notes that the coach and the club did not reach a mutual agreement and that the club did not discharge its burden of proof regarding just cause. The arbitrator decides that the club did not have just cause to terminate the coach's employment contract.

TAS 2024/A/10340



Sport Club Internacional c. Club  
Universidad César Vallejo

Reference number: [TAS 2024/A/10340](#)

Award date: 25 February 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Sport Club Internacional	 Brazil	 Club Club Universidad César Vallejo	 Brazil
<b>LEGAL TEAM</b> Rogério Moreira Lins Pastl, Francisco Balbuena Dal Forno, Livia Cândia Schenk, Daniella De Freitas   attorneys-at-law in Porto Alegre, Brasil		<b>LEGAL TEAM</b> Not represented	
<b>PANEL</b>	<b>President.</b> Santiago Durán Hareau Attorney-at-law in in Montevideo, Uruguay	<b>Arbitrator.</b> Diego Lennon Attorney-at-law in Buenos Aires, Argentina	<b>Arbitrator.</b> Ana María Larrea Attorney-at-law in in Guayaquil, Ecuador



CATEGORY

Employment, Status & Transfer

ISSUES

Player's transfer player's transfer

RELEVANT RULES & REGULATIONS

FIFA RSTP; art. 10/Annex 3

LANGUAGE

Spanish

KEYWORDS

Breach of contract

CASELAW CITED

None

ORIGIN

FIFA Football Tribunal Players' Status Chamber decision, appeal

Main issue

Did any party breach the transfer agreement? Yes, the engaging club breached the transfer agreement.

**TAS 2024/A/10340****Sport Club Internacional c. Club  
Universidad César Vallejo****Before the Players' Status  
Chamber**

- / **17 November 2023:** Internacional filed claim
- / **9 January 2024:** FIFA DRC issued decision
- / **22 January 2024:** FIFA DRC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **11 February 2024:** Internacional filed statement of appeal
- / **21 February 2024:** Internacional filed appeal brief
- / **7 May 2024:** panel constituted
- / **Uncertain date:** panel decided to hold online hearing on 5 June 2024
- / **19 May 2024:** CAS Court Office forwarded order of procedure to the parties
- / **5 June 2024:** panel held hearing
- / **25 February 2025:** panel issued award

## Background

The parties signed a transfer agreement on 14 February 2023, according to which a player would transfer from Internacional to Vallejo. At the end of May 2023, Internacional received a phone call from the player's agent stating that the player and Vallejo had never signed an employment agreement. The player sent a notice to Vallejo on 29 May 2023, terminating unilaterally the transfer agreement. Internacional notified Vallejo on 2 October 2023 for breach of contract.

Internacional sued Vallejo at the FIFA Football Tribunal Players' Status Chamber (it is noteworthy that the award mentions FIFA Football Tribunal Dispute Resolution Chamber's decision, but its Players' Status Chamber rendered the decision instead. As such, the editor has opted to maintain FIFA PSC) for breach of contract on 17 November 2023. Vallejo did not file its answer. The FIFA PSC issued its decision on 9 January 2024, rejecting Internacional's claim. The FIFA PSC notified its decision's ground on 22 January 2024.

Internacional filed its appeal with CAS requesting that the panel set aside the FIFA PSC decision. Vallejo did not file its answer and did not participate in the appeal proceedings, including during its hearing.



## » TAS 2024/A/10340 Sport Club Internacional c. Club Universidad César Vallejo

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Internacional is uphold; (b) the FIFA Football Tribunal Players' Status Chamber decision is set aside; (c) the costs of the arbitration are borne by the Vallejo; and (d) Vallejo shall pay Internacional a contribution in the amount of CHF 5,000 towards the legal fees and other expenses.

#### Main issue

The panel reasons it is the responsibility of the engaging club to upload the transfer agreement on TMS. The panel notes that Internacional, the player's original employer, acted accordingly to the transfer agreement signed with Vallejo. The panel decides that Vallejo breached the transfer agreement.

**CAS 2023/A/10208****Evgeni Marinov v. FIFA & Kenan Kurtes**Reference number: [CAS 2023/A/10208](#)

Award date: 27 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Match agent  
Evgeni Marinov

**LEGAL TEAM**

Georgi Gradev and Marton Kiss | International Lawyers in Sofia,  
Bulgaria

**RESPONDENT N.1**

IF

Fédération Internationale de Football  
Association (FIFA)



Switzerland

**LEGAL TEAM**

FIFA Litigation subdivision | Miami, USA  
Cristina Pérez González | Senior Legal Counsel

**SOLE ARBITRATOR**

João Nogueira da Rocha  
Attorney-at-law in Lisbon, Portugal

**RESPONDENT N.2**

Match agent  
Kenan Kurtes



Türkiye

**LEGAL TEAM**

Arda Zenginpeduk | Attorney-at-law in Ankara, Türkiye

**CATEGORY**

Agents

**ISSUES**

Statute of limitations

**RELEVANT RULES & REGULATIONS**

FIFA MAR; art. 22

**LANGUAGE**

English

**KEYWORDS**

Time-barred

**CASELAW CITED**

None

**ORIGIN**

FIFA Football Tribunal Players' Status Chamber decision, appeal

**Main issue**

What is the correct dies a quo from which point the applicable statute of limitations commences? The correct dies a quo from which point the applicable statute of limitations commences is when the event giving rise to the dispute occurred.

**CAS 2023/A/10208****Evgeni Marinov v. FIFA &  
Kenan Kurtes****Before the Players' Status  
Chamber**

- / **September 2023:** appellant filed claim
- / **26 October 2023:** appellant filed another claim
- / **3 November 2023:** FIFA PSC issued decision
- / **27 November 2023:** FIFA PSC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **7 December 2023:** appellant filed statement of appeal
- / **23 December 2023:** appellant filed appeal brief
- / **16 February 2024:** appellant filed for legal aid
- / **9 July 2024:** ICAS granted assistance for CAS administrative costs
- / **29 August 2024:** FIFA filed answer
- / **4 September 2024:** second respondent filed answer
- / **12 September 2024:** sole arbitrator appointed
- / **30 October 2024:** sole arbitrator decided not to hold hearing
- / **30 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **27 February 2025:** sole arbitrator issued award

## Background

On 26 April 2021, the Cameroonian Football Association (FECAFOOT) authorized a match agent to arrange friendly matches for its men's national team. On the same date, the Football Federation of Turkmenistan (FFT) authorized the second respondent to negotiate a friendly match between its men's national team and FECAFOOT's on 8 June 2019.

A person acting on behalf of the second respondent, a company and FFT instructed the appellant to organize a friendly match between FECAFOOT's and FFT's men's national teams in Madrid, Spain, on 9 June 2019. The match agent and the appellant concluded a match contract on 15 May 2019. FFT sent a letter to the match agent and FECAFOOT cancelling its participation on 18 May 2019. The team did not play the match. The match agent filed a claim before the FIFA Football Tribunal Players' Status Chamber on 4 May 2021 against the appellant. The FIFA PSC rendered a decision on 17 August 2021 and notified its grounds on 20 September 2021. The appellant appealed that decision on 1 October 2021, naming the match agent, FFT and the second respondent as parties. CAS issued its CAS 2021/A/8368 award on 4 September 2023 and, among others, decided that the second respondent did not have standing to be sued as he had not been a party to the previous instance proceedings.

The appellant sued the second respondent at the FIFA Football Tribunal Players' Status Chamber twice on September and October 2023, and on both opportunities the FIFA PSC rendered decisions in which it considered the appellant's claim time-barred. The appellant requested grounds of the second decision.

The appellant filed his appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision and refer the case back ordering that the FIFA PSC take a formal decision on the merits. FIFA and the second respondent filed their respective answers requesting that the sole arbitrator uphold the FIFA PSC decision.

## » CAS 2023/A/10208 Evgeni Marinov v. FIFA & Kenan Kurtes

### MAIN LEGAL FINDINGS

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

#### Main issue

The sole arbitrator reasons that the dies a quo from which point the applicable statute of limitations commences is when the event giving rise to the dispute has occurred. In addition, the sole arbitrator reasons that it needs to be set at a certain and objective point in time. The sole arbitrator notes that such point in time is when the appellant became aware that the letter was a forged. The sole arbitrator decides the appellant's claim is time-barred.

**CAS 2024/A/10477****Al-Ahli Saudi Football Club v Jeonbuk Hyundai Motors Football Club and Fédération Internationale de Football Association**Reference number: [CAS 2024/A/10477](#)

Award date: 28 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

**Al-Ahli Saudi Football Club**

Saudi Arabia

**LEGAL TEAM****Ron Gourlay** | CEO in Jeddah, Kingdom of Saudi Arabia**RESPONDENT N.1**

Club

**Jeonbuk Hyundai Motors Football Club**

Korea

**LEGAL TEAM****Bar & Karrer AG** | Zurich, Switzerland**Emanuel Cortada and Corina Quirighetti** | Attorneys-at-law**SOLE ARBITRATOR****Anthony Lo Surdo SC**

Barrister in Sydney, Australia

**RESPONDENT N.2**

IF

**Fédération Internationale de Football Association (FIFA)**

Switzerland

**LEGAL TEAM****FIFA Litigation subdivision** | Coral Gables, USA**Miguel Liétard Fernandez-Palacios** | Litigation Director**Roberto Najera Reyes** | Senior Legal Counsel**CATEGORY****Employment, Status & Transfer****ISSUES**

Interest rate; overdue payables; penalty clause; sanction

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; art. 12bis

**LANGUAGE**

English

**KEYWORDS**

Proportionality test; repeated offender

**CASELAW CITED**/ **Burden of proof, allocation:** CAS 2009/A/1810 & 1811; CAS 2020/A/6796; CAS 2022/A/8763./ **Burden of proof, interest rate:** CAS 2015/A/4057; CAS 2020/A/6809 & 6843; CAS 2021/A/7673 & 7699./ **Contractual interpretation, parties' intention:** SFT 5A\_378/2015; SFT 124 III 165; SFT 119 II 449; SFT 111 II 284; SFT 99 II 282; CAS 2015/A/4057 CAS 2018/A/5950; CAS 2021/A/7673 & 7699./ **Interest rate, validity:** ATF 93 II 189; CAS 2010/A/2128; CAS 2015/A/3909; CAS 2020/A/6809 & 6843; CAS 2021/A/7673 & 7699; CAS /A/1/A/7727; CAS 2021/A/8356./ **Penalty, proportionality test:** CAS 2017/A/5304; CAS 2018/A/5857; CAS 2019/A/6626; CAS 2020/A/6809./ **Sanction, proportionality test:** CAS 2010/A/2283; CAS 2011/A/2518; CAS 2011/A/2645; CAS 2013/A/3358; CAS 2016/A/4595; CAS /A/7/A/5031; CAS 2017/A/5117; CAS 2017/A/5496; CAS 2018/A/5808; CAS 2018/A/5864; CAS 2018/A/6239; CAS 2019/A/6263; CAS 2019/A/6345.**ORIGIN****FIFA Football Tribunal Players' Status Chamber decision, appeal****Main issue n.1**

Is the penalty clause valid and proportional? Yes, the penalty clause is valid as it meets the minimum requirements and the proportionality test.

**Supporting issue n. 01**

Does the penalty clause warrants a reduction? No, it does not warrant a reduction.

**Main issue n.2**

Is the sanction valid and proportional for a repeated offence? Yes, the sanction of a fine that comprises 14% of the total financial obligations that Al-Ahli failed to respect is valid and meets the proportionality test.

**CAS 2024/A/10477**

**Al-Ahli Saudi Football Club v Jeonbuk Hyundai Motors Football Club and Fédération Internationale de Football Association**

**Before the Court of Arbitration for Sport**

- / **7 April 2024:** Al-Ahli filed statement of appeal
- / **28 April 2024:** Al-Ahli filed appeal brief
- / **22 July 2024:** Jeonbuk filed answer
- / **21 August 2024:** FIFA filed answer
- / **29 August 2024:** sole arbitrator appointed
- / **4 November 2024:** sole arbitrator decided not to hold hearing
- / **5 November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **28 February 2025:** sole arbitrator issued award

## Background

The parties signed a transfer agreement on 10 January 2023. Jeonbuk sent a default letter to Al-Ahli on 20 March 2023 for its failure to pay the second instalment of the transfer fee. Jeonbuk sent a second default notice on 17 April 2023. Al-Ahli did not pay a conditional transfer fee due by 30 May 2023. Jeonbuk sent a default notice on 3 August 2023. Al-Ahli partially performed its financial obligations towards Jeonbuk on 8 August 2023. Jeonbuk sent a letter to Al-Ahli on 18 August 2023 requesting payment of the residual amount. Jeonbuk sent a final default notice on 2 November 2023. Al-Ahli offered to settle all claims for a lesser amount on 24 November 2023. Jeonbuk rejected it on 27 November 2023. Al-Ahli made another offer to settle on 28 November 2023. Jeonbuk rejected it on 30 November 2023 and filed a claim before the FIFA Football Tribunal Players' Status Chamber on the same date. Al-Ahli made another partial payment to Jeonbuk on 10 December 2023. Al-Ahli proceeded to another partial payment on 15 January 2024, leaving as unpaid penalty payments claimed by Jeonbuk. Jeonbuk acknowledge receipt of the payments and disputed the club's allegations.

On dates not included in the award: Jeonbuk filed a second claim before the FIFA Football Tribunal Players' Status Chamber against Al-Ahli. Al-Ahli filed its answer at a later date. The FIFA PSC issued its decision and, later, notified its grounds to the clubs. In short, the FIFA PSC partially accepted Jeonbuk claims and imposed a fine of USD 100,000 on Al-Ahli as a repeated offender based on article 12bis of the FIFA RSTP.

Al-Ahli filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA PSC decision. Jeonbuk and FIFA filed their respective answers requesting that the sole arbitrator uphold the FIFA PSC decision.

## » CAS 2024/A/10477 Al-Ahli Saudi Football Club v Jeonbuk Hyundai Motors Football Club and Fédération Internationale de Football Association

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Al-Ahli is partially upheld; (b) the FIFA PSC decision is amended; (c) the costs of the arbitration are borne 80% by Al-Ahli and 20% by Jeonbuk; and (d) each party shall pay its own legal fees and other expenses.

#### Main issue n.1

The sole arbitrator reasons that the validity and proportionality of a penalty clause is dependent upon it containing all the necessary elements required in accordance with Swiss law: (1) the parties bound by it must be mentioned; (2) the kind of penalty must be predetermined, as it can be qualified as a liquidated damages clause; (3) the conditions triggering the obligation to pay must be met; and (4) its measure is specified. The sole arbitrator notes that the penalty clause meets all the requirements, and it had been subject of intense scrutiny and discussion by the parties that are both highly experienced commercial enterprises well-versed in the negotiation of international transfers and transfer agreements. As such, the sole arbitrator notes that a clause that states that if Al-Ahli fails to make any payment due to Jeonbuk, the Saudi club shall be obliged to pay 5% per month to the Korean club on any amount outstanding, of which any amount exceeding 18% per annum shall be deemed as a penalty from the date when it was due until the default is fully cured. The sole arbitrator decides that the clause is valid and proportional.

#### Supporting issue n.1

The sole arbitrator reasons that a reduction of a penalty clause is reserved for exceptional cases that occur when the penalty is grossly and evidently unfair since the possibility of a reduction affects the contractual freedom of the parties. In addition, the sole arbitrator reasons that a reduction is justified when there is a significant disproportion between the agreed amount and the interest of the creditor to maintain the entire claim, measured concretely at the moment the contractual violation took place. Moreover, the sole arbitrator reasons that the following factors are to be considered: (1) the creditor's interest in the other party's compliance with the undertaking; (2) the severity of the default or breach; (3) the intentional failure to breach the main obligation; (4) the business experience of the parties; and (5) the financial situation of the debtor. The sole arbitrator notes that the context in which the parties negotiated the deal is relevant. As such, the sole arbitrator notes that Jeonbuk became aware of FIFA-imposed transfer ban on Al-Ahli because of its repeated failure on some forty-nine occasions. The sole arbitrator notes that the sole purpose of the penalty was to encourage Al-Ahli to comply with its payment obligations, which is a legitimate interest of Jeonbuk as a creditor and generally a standard ground accepted in business practices when negotiating penalty and liquidated damages clauses in contracts. Furthermore, the sole arbitrator notes that Al-Ahli did not establish an exceptional case for the reduction of the penalty clause. The sole arbitrator decides that the penalty clause agreed-upon by the parties warrants no reduction.

## » CAS 2024/A/10477 Al-Ahli Saudi Football Club v Jeonbuk Hyundai Motors Football Club and Fédération Internationale de Football Association

### Main issue n.2

The sole arbitrator reasons that the FIFA RSTP article 12bis(2) authorizes the FIFA Football Tribunal to impose sanctions on a club at its discretion. The sole arbitrator notes that Al-Ahli failed to pay the second instalment of the transfer fee and the conditional transfer fee. In addition, the sole arbitrator notes that Jeonbuk put the Al-Ahli as debtor in default in writing and granted a deadline of at least 10 days for the Saudi club to comply with its financial obligations. Furthermore, the sole arbitrator notes that the club did not identify any contractual basis that would justify its failure to pay its financial obligations in due time. The sole arbitrator decides that the threshold requirements set out in the FIFA RSTP article 12bis(2) and (3) for the imposition of a sanction on Al-Ahli pursuant to FIFA RSTP article 12bis(4) have been established and the fine is valid. The sole arbitrator reasons that a sanction must meet the proportionality test on a de novo review basis. The sole arbitrator notes that the fine comprises 14% of the total financial obligations which the Al-Ahli failed to respect and in respect of which it was put in default. As such, the sole arbitrator notes that the fine is consistent with amounts that the FIFA Football Tribunal has imposed in analogous cases with a similar level of recidivism. The sole arbitrator notes that the Al-Ahli is a repeated offender, which is an aggravating circumstance. The sole arbitrator decides that the fine is not evidently and grossly disproportionate.



**TAS 2024/A/10582****Club Atlético Banfield c.  
Club León & FIFA**Reference number: [TAS 2024/A/10582](#)

Award date: 28 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Club Atlético Banfield



Argentina

**LEGAL TEAM**

Santiago Casares and Santiago Clariá | International Lawyers in Buenos Aires, Argentina

**SOLE ARBITRATOR**Juan Pablo Arriagada Alijaro  
Attorney-at-law in Santiago, Chile**RESPONDENT N.1**

Club

Fuerza Deportiva del Club León



Mexico

**LEGAL TEAM**

Ariel N. Reck | Attorney-at-law in Buenos Aires, Argentina

**RESPONDENT N.2**

IF

Fédération Internationale de Football Association (FIFA)



Switzerland

**LEGAL TEAM**FIFA Litigation subdivision | Coral Gables, USA  
Miguel Liétard Fernandez-Palacios | Litigation Director**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Sanction; transfer agreement

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; art. 12bis

**LANGUAGE**

Spanish

**KEYWORDS**

Overdue payable; proportionality test

**CASELAW CITED**/ **Contract, pacta sunt servanda:** CAS 2017/A/5213./ **Contractual interpretation, parties' intention:** CAS 2019/A/6569./ **Sanction, association's discretion:** CAS 2011/O/2422; CAS 2014/A/3282; CAS 2017/O/5264, 5265 & 5266; CAS 2020/A/7096./ **Sanction, scope of review:** CCAS 2015/A/4095; CAS 2017/A/4956; CAS 2017/A/5421; CAS 2022/A/9238.**ORIGIN**

FIFA Football Tribunal Players' Status Chamber decision, appeal

**Main issue n.1**

Did the engaging club breach the transfer agreement? Yes, the engaging club failed to fulfil its financial obligations towards the releasing club.

**Main issue n.2**

Is the sanction proportional? Yes, the sanction of a fine that comprises 13.63% of the total financial obligation that the engaging club failed to respect meets the proportionality test.

**TAS 2024/A/10582****Club Atlético Banfield c.  
Club León & FIFA****Before the Players' Status  
Chamber**

- / **5 January 2024:** León filed claim
- / **2 April 2024:** FIFA PSC issued decision
- / **25 April 2024:** FIFA PSC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **16 May 2024:** Banfield filed statement of appeal
- / **10 June 2024:** Banfield filed appeal brief
- / **25 July 2024:** sole arbitrator appointed
- / **29 August 2024:** León filed answer
- / **30 August 2024:** FIFA filed answer
- / **2 October 2024:** sole arbitrator decided to hold online hearing
- / **24 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **22 November 2024:** sole arbitrator held hearing
- / **28 February 2025:** sole arbitrator issued award

## Background

The clubs signed a transfer agreement on 23 December 2022. León notified Banfield on 4 December 2023. Banfield replied on 27 December 2023 stating that it had performed its contractual obligations accordingly.

León sued the Banfield at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 5 January 2024. The FIFA PSC issued its decision on 2 April 2024, partially accepting León's claim and sanctioning Banfield with a fine. The FIFA PSC notified the grounds of its decision on 25 April 2024.

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

## » TAS 2024/A/10582 Club Atlético Banfield c. Club León & FIFA

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Banfield is dismissed; (b) the FIFA PSC decision is confirmed; (c) the costs of the arbitration are borne by Banfield; and (d) Banfield shall pay León a contribution in the amount of CHF 6,000 towards the legal fees and other expenses.

#### Main issue n.1

The sole arbitrator reasons that an uncertain and future condition cannot be considered as a fact that exempts the engaging club to fulfil its financial obligations towards the releasing club, which is the main obligation that it has according to a transfer agreement. The sole arbitrator notes that the parties agreed that the engaging club's financial obligations towards the releasing club were conditioned to a third-party, which is unusual in transfer agreements. In addition, the sole arbitrator notes that this is an uncertain and future condition, and the engaging club has failed to fulfil its financial obligations accordingly. The sole arbitrator decides that the engaging club has breached the transfer agreement.

#### Main issue n.2

The sole arbitrator reasons that a sanction must meet the proportionality test on a de novo review basis. The sole arbitrator notes that the fine comprises 13.63% of the total financial obligation which the engaging club failed to respect meet the proportionality test. The sole arbitrator decides that the fine is proportional.

**CAS 2024/A/10542****Bologna FC 1909 SPA v.  
KV Oostende**Reference number: [CAS 2024/A/10542](#)

Award date: March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Club**  
Bologna F.C. 1909 S.P.A.

Italy

**LEGAL TEAM****Mattia Grassani, Luigi Carlutti and Luca Smacchia** | Attorneys-at-law in Bologna, Italy**RESPONDENT****Club**  
KV Oostende

Belgium

**LEGAL TEAM****Stefano La Porta** | Attorney-at-law in Rome, Italy**PANEL****President.****José Juan Pintó Sala**  
Attorney-at-law in Barcelona, Spain**Arbitrator.****Luigi Fumagalli**  
Professor & Attorney-at-law in Milan, Italy**Arbitrator.****Michele A.R. Bernasconi**  
Attorney-at-law in Zurich, Switzerland**AD HOC CLERK****Alejandro Naranjo Acosta** | Attorney-at-law in Barcelona, Spain**CATEGORY****Employment, Status & Transfer****ISSUES**

Transfer agreement

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; art. 17

**LANGUAGE**

English

**KEYWORDS**

Breach of contract; contractual interpretation

**CASELAW CITED**/ **Burden of proof, allocation:** AS 2003/A/506; CAS 2009/A/1810 & 1811; CAS 2009/A/1975./ **Contractual interpretation, parties' intention:** ATF 127 III 444; CAS 2013/A/3137./ **Standard of proof, comfortable satisfaction:** CAS 2009/A/1920; CAS 2010/A/2172; CAS 2022/A/9328./ **Witness statement, legal value:** CAS 2020/A/7279.**ORIGIN****FIFA Football Tribunal Players' Status Chamber decision, appeal****Main issue**

Does the engaging club have to pay the releasing club a conditional bonus? The engaging club must pay the releasing club a conditional bonus based on the player's performance after he had signed for a third club on a permanent basis.

**CAS 2024/A/10542****Bologna FC 1909 SPA v.  
KV Oostende****Before the Players' Status  
Chamber**

- / **19 December 2023:** Oostende filed claim
- / **18 March 2024:** Bologna filed answer
- / **22 March 2024:** FIFA PSC issue decision
- / **11 April 2024:** FIFA PSC notified grounds

**Before the Court of Arbitration  
for Sport**

- / **30 April 2024:** Bologna filed statement of appeal
- / **14 May 2024:** FIFA renounced intervention
- / **1 June 2024:** Bologna filed appeal brief
- / **24 June 2024:** Oostende filed answer
- / **25 June 2024:** panel constituted
- / **10 September 2024:** panel decided to hold in-person hearing
- / **17 September 2024:** ad hoc clerk appointed
- / **14 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **19 October 2024:** Bologna filed new evidence
- / **24 October 2024:** Oostende submitted letter
- / **24 October 2024:** panel held in-person hearing
- / **3 March 2025:** panel issued award

## Background

The parties signed a transfer agreement on the end of August 2021. Bologna, the engaging club, entered into an agreement for the permanent transfer of the player to Rennais on 28 July 2022. Oostende issued an invoice to Bologna on 8 November 2023 related to the payment of a conditional fee under the transfer agreement. Oostende sent Bologna a letter requesting the payment on 17 November 2023. Bologna replied on 5 December 2023 rejecting Oostende's request. Oostende sent another letter requesting the payment by Bologna on 7 December 2023.

Oostende sued Bologna at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 19 December 2023. The parties signed a settlement agreement on 9 February 2024. Oostende issued an invoice on 15 February 2024 to be paid by Bologna. Bologna complied with the payment on 22 February 2024. Bologna filed its answer on 18 March 2024. The FIFA PSC issued its decision on 22 March 2024, partially accepting Oostende's claim. The FIFA PSC notified its decision's grounds to the parties on 11 April 2024.

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

## » CAS 2024/A/10542 Bologna FC 1909 SPA v. KV Oostende

### MAIN LEGAL FINDINGS

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

#### Main issue

The panel reasons that the *in claris non fit interpretatio* principle applies to contractual interpretation, according to which there is no need for further interpretation in clear clauses. The panel notes that transfer agreement established between the parties is clear that the engaging club must pay the conditional bonus to the releasing club based on the player's performance after he had signed with a third club and that Bologna did not provide any evidence to the comfortable satisfaction of the panel regarding any exception to it. The panel decides Bologna must pay Oostende the conditional bonus.

**CAS 2023/A/9880****Jorvan Vieira v. ENPPI**Reference number: [CAS 2023/A/9880](#)

Award date: 11 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Coach

Jorvan Vieira



Portugal

**LEGAL TEAM**Gonçalo Almeida, André Duarte Costa and António de Carvalho  
Vicente | Attorneys-at-law in Lisbon, Portugal**RESPONDENT**

Club

ENPPI



Egypt

**LEGAL TEAM**Salvatore Civile and Roberto Terezio | Attorneys-at-law in Nocera  
Inferiore (Sa), Italy**SOLE ARBITRATOR**

Jakub Laskowski | Attorney-at-law in Warsaw, Poland

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Termination

**RELEVANT RULES & REGULATIONS**

Swiss Code of Obligations; art. 18

**LANGUAGE**

English

**KEYWORDS**

Breach of contract

**CASELAW CITED**/ Contractual interpretation, parties'  
intention: SFT 4A\_155/2017; ATF 132 III  
268; ATF 131 III 606; ATF 118 II 365; AFT  
112 II 337.**ORIGIN**

FIFA Football Tribunal Players' Status Chamber decision, appeal

**Main issue**

Can the club pay the compensation fee in EGP? No, in accordance with the employment contract, the club should have the compensation fee in USD rather than in EGP.

**CAS 2023/A/9880****Jorvan Vieira v. ENPPI****Before the Players' Status Chamber**

- / **31 January 2023:** coach filed claim
- / **20 June 2023:** FIFA PSC issued decision
- / **20 July 2023:** FIFA PSC notified grounds

**Before the Court of Arbitration for Sport**

- / **7 August 2023:** coach filed statement of appeal
- / **18 August 2023:** coach filed appeal brief
- / **20 September 2023:** coach applied for legal aid
- / **11 December 2023:** legal aid granted
- / **14 February 2024:** club filed answer
- / **28 February 2024:** sole arbitrator appointed
- / **Unknown date:** CAS Court Office forwarded order of procedure to the parties
- / **10 April 2024:** sole arbitrator held online hearing
- / **11 March 2025:** sole arbitrator issued award

## Background

The parties signed an employment agreement on May 2022, valid from 1 June 2022. The club exercised the employment agreement's termination option on 17 September 2022. The club informed the coach via email on 2 October regarding outstanding amounts owed to the coach. The coach placed the club in default and demanded payment on 6 January 2023. The club made a partial payment on 18 January 2023. The coach reimbursed the club on 29 January 2023, stating that the payment should have been made in USD rather than EGP.

The coach sued the club at the FIFA Football Tribunal Players' Status Chamber for breach of contract on 31 January 2023. The club asserted that it had met its financial obligations. The FIFA PSC issues its decision on 20 June 2023 and notified its decision's grounds on 20 July 2023, partially accepting the coach's claim.

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



## » CAS 2023/A/9880 Jorvan Vieira v. ENPPI

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by coach is partially upheld; (b) the FIFA PSC decision is confirmed apart from item 2, which is amended; (c) the award is pronounced without costs; and (d) each party shall bear its own legal fees and other expenses.

#### Main issue

The sole arbitrator reasons that he must seek to discover the true and mutually agreed intention of the parties and, if necessary, empirically based on circumstantial evidence. In addition, the sole arbitrator reasons that, to do so, he may consider the content of statements made, whether written or oral, and the general context, including all circumstances that might indicate the common subjective will of the parties. Moreover, the sole arbitrator reasons that the statements made prior to the conclusion of the relevant documents and the subsequent events and conducts of the parties are relevant. As such, the sole arbitrator reasons that he must assess the situation according to the general life experience. The sole arbitrator notes that the parties have clearly and explicitly agreed that the basic monthly remuneration could be paid either in USD or in EGP. In addition, the sole arbitrator notes that the wording of the termination option explicitly mentions only USD as the applicable currency for payment of the compensation fee without an alternative. The sole arbitrator decides that the club should have paid the compensation fee in USD rather than in EGP.



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

**FIFA Judicial Bodies**

# Disciplinary & Appeal Committees



**CAS 2024/A/10308****AO Xanthi v. Fédération Internationale de Football Association (FIFA) & Radoslav Vasilev**Reference number: [CAS 2024/A/10308](#)

Award date: 20 January 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**Club  
**AO Xanthi**

Greece

**LEGAL TEAM**

Ioannis Mournianakis | Attorney-at-Law, Athens, Greece

**RESPONDENT N.1**

IF

**Fédération Internationale de Football Association (FIFA)**

Switzerland

**LEGAL TEAM**

Cristina Pérez González | Senior Legal Counsel Litigation Department, Zurich, Switzerland

**RESPONDENT N.2**

Athlete

**Radoslav Vasilev**

Bulgaria

**LEGAL TEAM**SILA Lawyers | Sofia, Bulgaria  
Georgi Gradev and Marton Kiss**SOLE ARBITRATOR**Hendrik Willem Kesler  
Attorney-at-Law in Enschede, the Netherlands**AD HOC CLERK**Dennis Koolaard  
Attorney-at-Law in Amsterdam, the Netherlands**CATEGORY**

Disciplinary

**ISSUES**

Sporting succession; creditor's due diligence

**RELEVANT RULES & REGULATIONS**

FIFA Disciplinary Code, ed. Feb.23; art. 21

**LANGUAGE**

English

**KEYWORDS**

Sporting continuity

**CASELAW CITED**

/ Sporting succession, sporting continuity: CAS 2020/A/7290; CAS 2021/A/8061.

**ORIGIN**

FIFA Judicial Bodies Disciplinary Committee, appeal

**Main issue n.1**

Is there sporting continuity between the club and the original debtor? No, the club started its activities at the lowest division possible as an amateur club a full football season after the original debtor ended its activities as a professional club at the second highest division.

**Main issue n.2**

Is the club the sporting successor of the original debtor? No, the club is not the sporting successor of the original debtor.

**CAS 2024/A/10308**

**AO Xanthi v. Fédération  
Internationale de Football  
Association (FIFA) & Radoslav  
Vasilev**

**Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **31 October 2023:** player requested opening of disciplinary proceedings
- / **2 November 2023:** FIFA DisCo opened investigation
- / **28 November 2023:** Hellenic Football Federation submitted its comments
- / **5 December 2023:** club submitted its comments
- / **13 December 2023:** club submitted new comments
- / **Between Dec.23–Jan.24:** FIFA DisCo concluded investigatory report
- / **17 January 2024:** FIFA DisCo opened disciplinary proceedings
- / **8 February 2024:** FIFA DisCo issued decision
- / **29 February 2024:** FIFA DisCo communicated grounds

**Before the Court of Arbitration  
for Sport**

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## Background

The dispute between the parties has as its origin an employment-related dispute between the player, the original debtor and the club. The player lodged a claim before the FIFA Football Tribunal Dispute Resolution Chamber, which decided that the original debtor had to pay compensation for breach of contract to the player.

The player requested that FIFA open disciplinary proceedings against the club, the alleged successor of the original debtor, on 8 February 2024. The FIFA Judicial Bodies Disciplinary Committee decided that the club was the sporting successor of the original debtor and responsible for failing to comply with the FIFA DRC decision. As such, it imposed a CHF 15,000 fine and handed a final 30-day deadline to the club.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA DisCo decision. The club requested that the sole arbitrator: (a) rejects the player's claim; (b) declares that the club does not have to pay any amounts to the player; (c) declares that FIFA shall not impose a sporting sanction. Subsidiarily, the club requests that the sole arbitrator makes a decision that he deems appropriate due to the particular circumstances of the case. In short, the club alleged that the club is not the sporting successor of the original debtor.

FIFA and the player filed their respective answers requesting that the sole arbitrator uphold the FIFA DisCo decision. The respondents alleged that the club is the sporting successor of the original debtor, although the player primarily argues that there is a sporting continuity between the club and the original debtor. In short, both the respondents' position is that the sole arbitrator shall confirm the FIFA DisCo decision.

**CAS 2024/A/10477****Continuation | Before the Court of Arbitration for Sport**

- / **21 March 2024:** club filed statement of appeal
- / **29 April 2024:** club filed appeal brief
- / **2 May 2024:** player indicated missing translations and hyperlinks on appeal brief
- / **7 May 2024:** club filed translations and missing hyperlinks
- / **20 May 2024:** club requested sole arbitrator
- / **21 May 2024:** player and FIFA objected as the parties had agreed on a three-arbitrator panel
- / **3 June 2024:** CAS Court Office informed change from three-arbitrator panel to sole arbitrator
- / **3 June 2024:** player reserved his right to appeal the award to the Swiss Federal Tribunal
- / **24 July 2024:** player filed answer
- / **25 August 2024:** FIFA filed answer
- / **26 August 2024:** player and FIFA indicated no need for hearing
- / **2 September 2024:** club requested second round of written submission in lieu of hearing
- / **3 September 2024:** player objected
- / **5 September 2024:** FIFA objected
- / **6 September 2024:** CAS Appeals Arbitration Division president appointed sole arbitrator
- / **17 September 2024:** sole arbitrator rejected second round request
- / **17 September 2024:** ad hoc clerk appointed
- / **18 September 2024:** club indicated no need for hearing
- / **19 September 2024:** sole arbitrator decided no hearing needed
- / **24 September 2024:** CAS Court Office forward order of procedure to the parties
- / **20 January 2025:** the sole arbitrator issued the award

## » CAS 2024/A/10308 AO Xanthi v. Fédération Internationale de Football Association (FIFA) & Radoslav Vasilev

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is upheld; (b) the FIFA Judicial Bodies Disciplinary Committee decision is set aside; (c) the costs of the arbitration are borne by FIFA and the player in equal parts; (d) FIFA shall bear its own expenses shall pay the club a contribution in the amount of CHF 5,000 towards the legal fees and other expenses; and (e) the player shall bear his own expenses and pay the club a contribution in the amount of CHF 2,000 towards the legal fees and other expenses.

#### Main issue n.1

The sole arbitrator reasons that two elements comprise sporting continuity: (a) temporal nexus between the end of the original debtor's sporting activity and the start of the successor club's sporting activity, and (b) the sporting level of the original debtor at the end of its sporting activity and the sporting level of the successor club at the start of its sporting activity. The sole arbitrator notes that there is a temporal gap of a full football season between the original debtor's resignation from participating in HFF Super League 2 competition for the 2022/2023 season and the club's starting to participate in amateur level football as from the start of the 2023/2024 season, which suggests discontinuity. Furthermore, the sole arbitrator notes that the sporting level of the original debtor and the club is different as well as the club opted to dissociate itself from the original debtor by starting its activities at the starting point for a football club in Greece as an amateur club, which indicates discontinuity. The sole arbitrator decides that there is no sporting continuity between the original debtor and the club.

#### Main issue n.2

The sole arbitrator reasons two key indicators of sporting succession are abuse or bad faith by the original debtor and its successor. The sole arbitrator notes that there is no concrete evidence of abuse or bad faith, as the respondents failed to demonstrate that the club is a vehicle designed by the original debtor to escape the fulfilment of its financial obligations. Moreover, the sole arbitrator notes that there is no evidence on file suggesting that the club directly took over any asset from the original debtor although it was appointed as liquidator of the original debtor. Moreover, the sole arbitrator reasons that other possible elements that may point to a sporting succession are relating to the successor adopting distinctive traits of the original debtor to benefit from its positive traits. The sole arbitrator notes that the Greek Sports Law Act is relevant in that sense as the club, an association founded in 1967, had to create the original debtor as a company in 1989 to compete at the Greek professional level. As such, the sole arbitrator points to the following elements as relevant to deciding if the club is the sporting successor of the original debtor: (1) sporting continuity (high relevance); (2) name (limited relevance); (3) legal form (limited relevance); (4) public expression (relevant); (5) history, such as titles and achievements (relevant); (6) team colours (limited relevance); (7) team logo (limited relevance); (8) registered address (limited relevance); (9) stadium/training center (not taken into account in this case); (10) website and social media (limited relevance); (11) ownership/management (limited relevance); (12) players and coaches (high relevance); (13) public perception (relevant); and (14) sponsors (limited relevance). The sole arbitrator notes that five elements are in favour of sporting succession (name, public expression, team colours, team logo, and public perception) and eight elements are against sporting succession (sporting continuity, legal form, history, registered address, website and social media, ownership, players and coaches, sponsors). The sole arbitrator decides the club is not the sporting successor of the original debtor.

**CAS 2024/A/10384****Luis Rubiales v. Fédération Internationale de Football Association**Reference number: [CAS 2024/A/10384](#)

Award date: 21 February 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Official Luis Rubiales	Spain	IF Fédération Internationale de Football Association (FIFA)	Switzerland
<b>LEGAL TEAM</b> ER Sports Law in Miami, USA Enric Ripoll   Attorney-at-law		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Miami, USA Miguel Liétard Fernández-Palacios   Litigation director Carlos Schneider   Judicial Bodies director	
<b>PANEL</b>	President. Lars Hilliger Attorney-at-Law in Copenhagen, Denmark	Arbitrator. Martin Schimke Attorney-at-law in Düsseldorf, Germany	Arbitrator. Janie Soublière Attorney-at-law in Beaconsfield, Canada

**CATEGORY**

Disciplinary

**ISSUES**

Burden of proof; discrimination; de novo review; due process; offensive behavior; sanctions

**RELEVANT RULES & REGULATIONS**

FIFA Disciplinary Code, ed. 2023; arts. 13, 25, 39, and 41

**LANGUAGE**

English

**KEYWORDS**

Aggravating circumstances; de novo scope; principle of deference; proportionality test; standard of proof; threshold for review

**ORIGIN**

FIFA Appeal Committee, appeal

**Main issue n.1**

Has the official violated the FIFA Disciplinary Code art. 13? Yes, the official has violated the FIFA Disciplinary Code art. 13.

**Main issue n.2**

Is the sanction proportional? Yes, the sanction meets the proportionality test.

**CASELAW CITED**

- / **Burden of proof, allocation:** CAS 2003/A/506; CAS 2009/A/1810 & 1811; CAS 2009/A/1975.
- / **Standard of proof, disciplinary:** BGer 5C\_37/2004; CAS 2018/A/5920.
- / **Discriminatory act, social v. regulatory acceptance:** CAS 2016/A/4788.
- / **Due process violation, de novo review:** CAS 2019/A/6669.
- / **Sanction, aggravating circumstances:** CAS 2019/A/6219.
- / **Sanction, de novo review:** CAS 2010/A/2283; CAS 2011/A/2515; CAS 2011/A/2518; CAS 2011/A/2645; CAS 2015/A/3875.
- / **Sanction, principle of deference:** CAS 2007/A/1217; CAS 2009/A/1817 & 1844; CAS 2012/A/2762; CAS 2012/A/2702; CAS 2012/A/2824; CAS 2015/A/3875; CAS 2017/A/5086; CAS 2022/A/9053.
- / **Sanction, proportionality test:** CAS 2009/A/1817 & 1844; CAS 2012/A/2762; CAS 2013/A/3256; CAS 2016/A/4643; CAS 2017/A/5086; CAS 2019/A/6344.
- / **Sanction, threshold for review:** CAS 2022/A/9053; CAS 2018/A/5808.
- / **Sanction, considered factors:** CAS 2011/A/2518; CAS 2019/A/6219; CAS 2019/A/6344.



**CAS 2024/A/10384**

**Luis Rubiales v. Fédération  
Internationale de Football  
Association**

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

- / **24 August 2023:** FIFA opened disciplinary proceedings
- / **26 August 2023:** FIFA Disciplinary Committee sanctioned the official provisionally
- / **26 September 2023:** victim provided statement
- / **26 October 2023:** FIFA Disciplinary Committee rendered decision
- / **6 December 2023:** FIFA Disciplinary Committee notified grounds
- / **Unknown date:** official filed appeal before the FIFA Appeal Committee
- / **16 January 2024:** FIFA Appeal Committee held hearing
- / **16 January 2024:** FIFA Appeal Committee rendered decision
- / **12 February 2024:** FIFA Appeal Committee notified grounds

**Before the Court of Arbitration  
for Sport**

- / **3 March 2024:** official filed statement of appeal
- / **29 March 2024:** official filed appeal brief
- / **18 April 2024:** panel constituted
- / **20 May 2024:** official filed exhibits' translation upon request
- / **28 May 2024:** FIFA filed answer
- / **3 July 2024:** panel decided to hold hearing
- / **Unknown date:** CAS Court Office forwarded order of procedure to the parties
- / **8 November 2024:** panel held in-person hearing
- / **21 February 2025:** panel issued award

## Background

On 20 August 2023, Spain and England played the final of the FIFA Women's World Cup Australia and New Zealand 2023 in Sydney, Australia. Spain won the match, which was broadcasted worldwide. Subsequently to the conclusion of the match, Luis Rubiales, then the president of the Real Federación Española de Fútbol and vice-president of the Union Européenne de Football Association (UEFA), celebrate the Spanish victory by grabbing his crotch/genitals in the stadium's VIP area. During the award ceremony, the official kissed the player Jennifer Hermoso on her lips. During the post-match celebrations, the official carried the player Athenea del Castillo over his shoulder on the field of play and kissed the player Olga Carmona on the cheek. The player Jennifer Hermoso published a statement on her social media regarding the incident on 25 August 2024. RFEF held a livestreamed extraordinary general assembly in which the official addresses the RFEF membership in a 30-minute speech covering the incidents on 25 August 2023. RFEF published in its official website two media releases on 26 August 2023, subsequently deleted from its website, accusing the player Jennifer Hermoso of lying and stating that it would take legal action against the Spanish women players' union (Futpro). The player Jennifer Hermoso filed a formal complaint against the official on 29 August 2023, prompting Spanish prosecutors to launch an official investigation. The Spanish prosecutors decided on 8 May 2024 that the official should stand trial for a possible criminal offence in connection with the "kiss incident" of which the player Jennifer Hermoso is the victim. The official formally resigned as president of the RFEF and vice-president of UEFA on 10 September 2023.

On 24 August 2023, FIFA informed the official and the RFEF that it had opened disciplinary proceedings against him and invited the official to provide his position. On 26 August 2023, the FIFA Judicial Bodies Disciplinary Committee rendered a decision on 26 August 2023 in which it suspended the official from exercising any football-related activity for 90 days as a provisional sanction. The victim provided her statement to the FIFA Disciplinary Committee on 26 September 2023 in response to the questions the committee had asked her. The FIFA Disciplinary Committee notified its decision on 30 October 2023 to suspend the official for three years for "having behaved in a manner contrary to the principles enshrined under art. 13 of the FIFA Disciplinary Code", which it had rendered on 26 October 2023. The FIFA Disciplinary Committee notified its decision's grounds on 6 December 2023.

The official appealed the FIFA Disciplinary Committee decision before the FIFA Judicial Bodies Appeal Committee. On 16 January 2024, the FIFA Appeal Committee held a hearing. On the same date, the FIFA Appeal Committee rendered its decision confirming the FIFA Disciplinary Committee decision, including the sanctioning of the official. The FIFA Appeal Committee notified its decision's grounds on 12 February 2024.

The official filed his appeal with CAS requesting that the panel set aside the FIFA Appeal Committee decision. In short, the official stated that he regretted the incidents and alleged that the FIFA Disciplinary Committee had analyzed the incidents from an improper context and ignored evidence. In addition, the



**CAS 2024/A/10384****Luis Rubiales v. Fédération  
Internationale de Football  
Association****Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **24 August 2023:** FIFA opened disciplinary proceedings
- / **26 August 2023:** FIFA Disciplinary Committee sanctioned the official provisionally
- / **26 September 2023:** victim provided statement
- / **26 October 2023:** FIFA Disciplinary Committee rendered decision
- / **6 December 2023:** FIFA Disciplinary Committee notified grounds
- / **Unknown date:** official filed appeal before the FIFA Appeal Committee
- / **16 January 2024:** FIFA Appeal Committee held hearing
- / **16 January 2024:** FIFA Appeal Committee rendered decision
- / **12 February 2024:** FIFA Appeal Committee notified grounds

**Before the Court of Arbitration  
for Sport**

- / **3 March 2024:** official filed statement of appeal
- / **29 March 2024:** official filed appeal brief
- / **18 April 2024:** panel constituted
- / **20 May 2024:** official filed exhibits' translation upon request
- / **28 May 2024:** FIFA filed answer
- / **3 July 2024:** panel decided to hold hearing
- / **Unknown date:** CAS Court Office forwarded order of procedure to the parties
- / **8 November 2024:** panel held in-person hearing
- / **21 February 2025:** panel issued award

official stated that the FIFA Disciplinary Committee had wrongly analyzed all the incidents jointly, which led to a more severe sanction than the one that should have been imposed on him.

FIFA filed its answer requesting that the panel uphold the FIFA Appeal Committee decision. In short, FIFA's position is that the official has failed to demonstrate how the sanction that was imposed on him is disproportionate, despite his attempts to minimize the scope of his actions. In addition, FIFA argues that it had satisfied its burden of establishing that the incidents that the official committed amount to a pattern of serious breaches of the FIFA Disciplinary Code, especially its art. 13, and that the sanction imposed on the official is more than proportionate.

## » CAS 2024/A/10384 Luis Rubiales v. Fédération Internationale de Football Association

### MAIN LEGAL FINDINGS

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

#### Main issue n.1

The panel reasons that, under the FIFA Disciplinary Code art. 13, the mere fact that a behavior can potentially bring football and/or FIFA into disrepute is not sufficient to constitute a violation per se. That is, the panel reasons that the behavior must have caused the public opinion of the sport and/or FIFA to be negatively affected. The panel notes that both traditional media and social media have played a considerable role portraying the incidents. In addition, the panel notes that the official's behavior and role in the incidents do not equate to a heat of the moment over winning a key match. The panel decides that the official has violated the FIFA Disciplinary Code art. 13.

#### Main issue n.2

The panel reasons that, under the FIFA Disciplinary Code art. 13, the mere fact that a behavior can potentially bring football and/or FIFA into disrepute is not sufficient to constitute a violation per se. That is, the panel reasons that the behavior must have caused the public opinion of the sport and/or FIFA to be negatively affected. The panel notes that both traditional media and social media have played a considerable role portraying the incidents. In addition, the panel notes that the official's behavior and role in the incidents do not equate to a heat of the moment over winning a key match. The panel decides that the official has violated the FIFA Disciplinary Code art. 13.

**TAS 2024/A/10633****Club Sport Emelec v.  
FIFA**Reference number: [TAS 2024/A/10633](#)

Award date: 26 February 2024

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**Club  
Club Sport Emelec

Ecuador

**LEGAL TEAM****Luis Torres Septién Warren** | Attorneys-at-law in Mexico City, Mexico**Andrés Etienne Salinas** | Attorneys-at-law in Mexico City, Mexico**José María Zayas Prado** | Attorneys-at-law in Mexico City, Mexico**RESPONDENT****IF****Fédération Internationale de Football  
Association (FIFA)**

Switzerland

**LEGAL TEAM**

FIFA Litigation subdivision in Coral Gables, USA

**Miguel Liétard Fernández-Palacio** | Litigation director**SOLE ARBITRATOR****Juan Pablo Arriagada Aljaro** | Attorney-at-law in Santiago, Chile**CATEGORY**

Disciplinary

**ISSUES**

Sanction

**RELEVANT RULES & REGULATIONS**

FIFA Disciplinary Code; art. 21

**LANGUAGE**

Spanish

**KEYWORDS**

proportionality test

**CASELAW CITED**/ **De novo review, non ultra petita:** CAS 2015/A/4162./ **Locus standi, standing to sue:** CAS 2015/A/4057./ **Sanction, association's discretion:** CAS 2011/O/2422; CAS 2014/A/3282; CAS 2017/O/5264, 5265 & 5266; CAS 2020/A/7096./ **Sanction, scope of review:** CAS 2015/A/4095; CAS 2017/A/4956; CAS 2017/A/5421.**ORIGIN**

FIFA Judicial Bodies Disciplinary Committee, appeal

**Main issue**

Is the sanction proportional? Yes, the sanction of a fine and a two-window transfer ban meets the proportionality test.

**TAS 2024/A/10633****Club Sport Emelec v. FIFA****Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **Unknown date:** FIFA DisCo opened disciplinary proceedings
- / **15 March 2024:** FIFA DisCo proposed sanction
- / **Unknown date:** club rejected
- / **4 April 2024:** FIFA DisCo issued decision
- / **8 May 2024:** FIFA DisCo notified grounds

**Before the Court of Arbitration  
for Sport**

- / **29 May 2024:** club filed statement of appeal as appeal brief and request for stay
- / **20 June 2024:** sole arbitrator appointed
- / **28 June 2024:** sole arbitrator rejected request
- / **22 July 2024:** FIFA filed answer
- / **22 July 2024:** sole arbitrator decided to hold online hearing
- / **25 July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **26 February 2024:** sole arbitrator issued award

## Background

On 17 June 2021, the FIFA Football Tribunal Dispute Resolution Chamber rendered a decision according to which it ordered the club to pay a player a specified amount. On 13 July 2021, the club appealed such decision. On 8 April 2022, CAS issued a consent award as the club and the player had reached a settlement agreement. On 20 July 2023, the player informed FIFA that the club failed to fulfil its financial obligations and requested that the FIFA Judicial Bodies Disciplinary Committee open disciplinary proceedings against the club.

The FIFA DisCo sent a proposal to the club on 31 July 2023, which became final and binding on 7 August 2023. The FIFA DisCo implemented a transfer ban sanction on the club on 14 September 2023. The player informed the FIFA DisCo that the club had not complied with the transfer ban and had signed with several player on 8 January and 19 February 2024. In February 2024, the club fulfilled its financial obligations towards the player as settled between them. The FIFA DisCo lifted the sanction on 7 March 2024.

The FIFA DisCo opened disciplinary proceedings against the club to investigate its allegedly non-compliance with the transfer ban sanction. On 15 March 2024, the FIFA DisCo proposed to the club a fine and a transfer ban sanction for the non-compliance. The club rejected the FIFA DisCo proposal. The FIFA DisCo rendered a decision on 4 April 2024, ordering the club to pay a fine and implementing a two-window transfer ban. The FIFA DisCo notified its decision's grounds on 8 May 2024.

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

## » TAS 2024/A/10633 Club Sport Emelec v. FIFA

### MAIN LEGAL FINDINGS

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

#### Main issue

The sole arbitrator reasons that a sanction must meet the proportionality test on a de novo review basis. As such, the sole arbitrator reasons that a sanction may be reviewed on the basis that it fails to meet a legal and rational minimum threshold. The sole arbitrator reasons that the sanction must: (1) not deviate from any reasonable expectation; (2) not be adopted in an illegal form; (3) not be arbitrary; (4) not be discriminatory; (5) not violate any legal principle; and (6) not violate any applicable law or regulation. The sole arbitrator notes that a fine and a two-window transfer ban is within the broad discretion that FIFA has when implementing sanctions for failure to comply with a decision. The sole arbitrator decides that the sanction is proportional.

**CAS 2023/A/10510****Dayron Alexander Mosquera  
Mendoza v. Speranis Nisporeni  
& FIFA**Reference number: [CAS 2023/A/1051](#)

Award date: 28 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player****Dayron Alexander Mosquera Mendoza**

Colombia

**LEGAL TEAM**Castrillon & Cardenas Abogados Consultores | Medellín, Colombia  
Santiago Cadavid Alzate | Attorney-at-law**RESPONDENT N.1****Club****Club Speranis Nisporeni (CF Speranis)**

Moldova

**LEGAL TEAM**

Natalia Chiriac | Attorney-at-law

**SOLE ARBITRATOR**Juan Pablo Arriagada Aljaro  
Attorney-at-law in Santiago, Chile**RESPONDENT N.2****IF****Fédération Internationale de Football  
Association (FIFA)**

Switzerland

**LEGAL TEAM**

FIFA Litigation subdivision in Miami, USA

**Miguel Liétard Fernández-Palacios** | Litigation director**Roberto Najera Reyes** | Senior legal counsel**CATEGORY**

Disciplinary

**ISSUES**

Sporting succession

**RELEVANT RULES & REGULATIONS**

FIFA Disciplinary Code; art. 21

**LANGUAGE**

English

**KEYWORDS**

Sporting succession's elements

**CASELAW CITED**/ **Sporting succession, elements:** TAS 2011/A/2614;  
CAS 2011/A/2646; CAS 2013/A/3425; CAS  
2018/A/5618; CAS 2019/A/6461; CAS 2020/A/6831;  
CAS 2020/A/6884; CAS 2020/A/7092; CAS  
2020/A/7183; CAS 2020/A/7290; CAS 2020/A/7543.**ORIGIN**

FIFA Judicial Bodies Disciplinary Committee, appeal

**Main issue**

Is the club the sporting successor of the original debtor? No, the club is not the sporting successor of the original debtor.

**CAS 2023/A/10510****Dayron Alexander Mosquera  
Mendoza v. Speranis Nisporeni  
& FIFA****Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **5 January 2024:** player filed request to open disciplinary proceedings
- / **22 February 2024:**
- / **7 March 2024:** FIFA DisCo issue decision

**Before the Court of Arbitration  
for Sport**

- / **15 April 2024:** player filed statement of appeal
- / **6 May 2024:** player filed appeal brief
- / **5 July 2024:** club filed answer
- / **25 July 2024:** sole arbitrator appointed
- / **5 September 2024:** FIFA filed answer
- / **7 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **7 October 2024:** sole arbitrator decided to hold online hearing
- / **19 November 2024:** sole arbitrator held online hearing
- / **28 February 2025:** sole arbitrator issued award

## Background

The player and the original debtor signed an employment agreement on 18 February 2019, valid until 30 November 2021.

The player filed a claim before the FIFA Football Tribunal Dispute Resolution Chamber against the original debtor on 21 February 2020 for breach of contract and termination without just cause. The FIFA DRC issued a decision, accepting the player's claim. On 5 January 2024, the player requested the FIFA Judicial Bodies Disciplinary Committee to open a disciplinary proceeding against the club, claiming that it was the original debtor's sporting successor. The FIFA DisCo opened disciplinary proceedings for potential breach of the FIFA Disciplinary Code article 21 on 22 February 2024. The FIFA DisCo issued its decision on 7 March 2024, concluding that the club is not the original debtor's sporting successor.

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

## » CAS 2023/A/10510 Dayron Alexander Mosquera Mendoza v. Speranis Nisporeni & FIFA

### MAIN LEGAL FINDINGS

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

#### Main issue

The sole arbitrator reasons that the concept of sporting succession exists as a tool to protect players' entitlements, to ensure contractual stability and fair competition, and to discourage fraudulent behaviour on the part of the successor clubs by preventing them from benefiting from their predecessor's results, fan base, and media revenues without assuming the associated liabilities. The sole arbitrator reasons that the following elements are relevant when considering sporting succession claims as criteria when making such assessment: (1) headquarters; (2) name; (3) legal form; (4) team colours; (5) players; (6) shareholders, stakeholders, ownership, management; and (7) category of competition concerned. In addition, the sole arbitrator reasons that the following elements may be considered as well: (8) the founding years of the clubs; (9) history and objectives of the clubs; (10) intention of the new club to identify itself with the history of the old club; (11) team nickname; (12) team crest/logo; (13) the stadium; and (14) contact offices. The sole arbitrator reasons that, nevertheless, the most relevant aspect is the overall package of elements and their respective weight. As such, the sole arbitrator reasons that the transfer of federative and sporting rights to the new club and the coexistence of the two entities are not decisive and do not absolve the arbitrators from conducting an overall examination, although some CAS panels have put particular emphasis on such elements. The sole arbitrator analysed the following elements: founding year and path to first division, logos and colours, social media and website, stadium, address, name, players and staff, and legal form. As such, the sole arbitrator notes that none of these elements are sufficient to render the club as the sporting successor of the original debtor. The sole arbitrator decides that the club is not the sporting successor of the original debtor.



# CAS 2024/A/10609

## Alanyaspor Kulübü v. Davidson da Luiz Pereira & FIFA

Reference number: [CAS 2024/A/10609](#)

Award date: 19 March 2025

Seat of arbitration: Lausanne, Switzerland



### CATEGORY

Disciplinary

### ISSUES

De novo review; sanction

### RELEVANT RULES & REGULATIONS

FIFA Disciplinary Code; art. 21

### LANGUAGE

English

### KEYWORDS

Proportionality test; scope of review

### CASELAW CITED

- / **De novo review, scope:** CAS 2008/A/1574.
- / **Locus standi, requirements:** CAS 2013/A/3278.
- / **Locus standi, standing to be sued:** CAS 2018/A/5838.
- / **Locus standi, vertical disputes:** CAS 2020/A/7356.
- / **Sanction, degree of deference:** CAS 2099/A/1817 & 1844; CAS 2015/A/3875; CAS 2017/A/5401; CAS 2018/A/5863; CAS 2018/A/5900; CAS 2022/A/8914.
- / **Sanction, principles:** CAS 2018/A/6239.
- / **Sanction, proportionality:** CAS 2018/A/5900.
- / **Sanction, review:** CAS 2022/A/8731.
- / **Standing to be sued, requirements:** CAS 2007/A/1329 & 1330; CAS 2006/A/1206; CAS 2017/A/5322.

### APPELLANT

Club  
Alanyaspor Kulübü

Türkiye

#### LEGAL TEAM

Sami Dinç | Attorney-at-law in Istanbul, Türkiye

### RESPONDENT N.1

#### Player

Davidson da Luz Pereira



Brazil

#### LEGAL TEAM

Tannuri Ribeiro Advogados | São Paulo, Brazil  
Breno Costa Ramos Tannuri and Andre Oliveira de Meira Ribeiro

### SOLE ARBITRATOR

Fabio Iudica

Attorney-at-Law in Milan, Italy

### RESPONDENT N.2

#### IF

Fédération Internationale  
de Football Association  
(FIFA)

Switzerland

#### LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA  
Miguel Liétard Fernández-Palacios | Litigation director

## ORIGIN

FIFA Judicial Bodies Disciplinary Committee, appeal

### Main issue n.1

Does the player have standing to be sued? The player does not have standing to be sued as a respondent in a vertical nature dispute.

### Main issue n.2

Did the club have its right to a fair trial respected? Yes, the club had its right to a fair trial respected.

### Main issue n.3

Is the sanction proportional? Yes, the sanction meets the proportionality test.

**CAS 2024/A/10609****Alanyaspor Kulübü v. Davidson da  
Luiz Pereira & FIFA****Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **13 March 2024:** FIFA DisCo opened disciplinary proceedings
- / **13 March 2024:** FIFA DisCo submitted proposal
- / **13 March 2024:** club rejected
- / **25 March 2024:** club submitted position
- / **4 April 2024:** FIFA DisCo rendered decision

**Before the Court of Arbitration  
for Sport**

- / **23 May 2024:** club filed statement of appeal
- / **14 June 2024:** club filed appeal brief
- / **30 July 2024:** sole arbitrator appointed
- / **27-29 August 2024:** respondents filed answers
- / **17 September 2024:** sole arbitrator decided to hold hearing
- / **3 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **31 October 2024:** sole arbitrator held online hearing
- / **19 March 2025:** sole arbitrator issued award

## Background

The player and the club signed a termination agreement on 14 February 2022. The club lodged a claim against the player before the FIFA Football Tribunal Dispute Resolution Chamber on 8 September 2022 as the player had only made a partial payment of the total amount due to the club as compensation under the termination agreement. The player disputed the validity of the termination agreement. The FIFA DRC rendered its decision on 23 February 2023 and established the validity of the termination agreement. The FIFA DRC notified the grounds of its decision on 24 March 2023.

The player filed a statement of appeal before the Court of Arbitration for Sport on 14 April 2023. The panel issued its award on 26 January 2024 and set aside the FIFA DRC decision. In short, the club was ordered to pay outstanding salaries to the player and reimburse amounts already paid under the termination agreement. The player requested the club to make the relevant payment on 7 February 2024. The club filed an appeal before the Swiss Federal Tribunal on 27 February 2024 on the grounds of incompatibility with public policy and did not request a stay, which was dismissed on 1 July 2024. The player informed the FIFA Judicial Bodies Disciplinary Committee on 12 March 2024 that the club had failed to comply with its financial obligations and requested the opening of disciplinary proceedings.

The FIFA DisCo opened disciplinary proceedings against the club on 13 March 2024 for failing to comply with the CAS award. The FIFA DisCo secretariat submitted a proposal to the club. On the same date, the club rejected the proposal. The club filed its position on 25 March 2025. The FIFA DisCo rendered its decision on 4 April 2024.

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

## » CAS 2024/A/10609 Alanyaspor Kulübü v. Davidson da Luiz Pereira & FIFA

### MAIN LEGAL FINDINGS

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

#### Main issue n.1

The sole arbitrator reasons that the FIFA Statutes and regulations as well as the CAS Code do not contain a specific provision regarding locus standi, which leads to the application of Swiss law and the jurisprudence of the Swiss Federal Tribunal on the matter to fill the gap. In addition, the sole arbitrator reasons that the closest concept to standing to sue/be sued is the so-called “legitimation active/passive” or “aktiv und passivlegitimation”, which is characterized as a matter of substantive law. As such, the sole arbitrator reasons that legitimation active/passive derives from the mere fact of legally owning the right in dispute, i.e. a party has standing to sue or standing to be sued if a substantive right of its own is concerned by the claim. In particular, the sole arbitrator reasons that a respondent has standing to be sued according to CAS caselaw when it has some stake in the dispute because something is sought against it or if it is personally obliged by the disputed right at stake. Accordingly, the sole arbitrator reasons that only FIFA is generally considered to be the subject having standing to be sued in appeal proceedings against a decision issued by a FIFA's body when FIFA acted in the first instance proceedings in the exercise of its administrative or disciplinary sanctions as well as the adjudicatory body, i.e., in the so-called vertical disputes. Moreover, the sole arbitrator reasons that FIFA disciplinary proceedings are primarily meant to protect an essential interest of FIFA and FIFA's direct and indirect members, that is the full compliance with the rules of the association and with the decisions rendered by the FIFA's decision-making bodies and/or by CAS. As such, the sole arbitrator reasons that FIFA's power to impose disciplinary sanctions on a member or affiliate due to a violation of FIFA regulations is at the sole discretion of FIFA itself and FIFA has a de facto personal obligation and interest as a sports governing body to ensure that its affiliates fully comply with its regulations and with any disciplinary sanctions imposed by its bodies. Nevertheless, the panel reasons that other natural persons or legal entities may be sufficiently affected by the disputed matter to qualify as a proper respondent within the meaning of law. The sole arbitrator notes that this is not the case in the proceedings and that the club seeks a claim against FIFA only as it is challenging a FIFA-imposed sanction. In addition, the sole arbitrator notes that the player's stake in the dispute does not rise to the level of a standing to be sued as a respondent in an appeal proceedings and that the player is an interested party. The sole arbitrator decides that the player does not have standing to be sued as a respondent.

#### Main issue n.2

The sole arbitrator reasons that a procedure before the FIFA Judicial Bodies Disciplinary Committee under the FIFA Disciplinary Code article 21 is a disciplinary proceeding in which there is no room for any assessment of the merits of the dispute and the dispute before the Swiss Federal Tribunal is an appeal proceeding that has no automatic stay over the appealed decision. The sole arbitrator notes that the CAS award that originated the disciplinary proceedings was final and binding and could still be enforced pending the appeal proceedings before the Swiss Federal Tribunal. In addition, the sole arbitrator notes that the club failed to establish which prerogatives of its right to a fair trial would have been violated or what damage did it suffer because of the alleged violation. The sole arbitrator decides that there has been no violation of the club's right to a fair trial.

## » CAS 2024/A/10609 Alanyaspor Kulübü v. Davidson da Luiz Pereira & FIFA

### Main issue n.3

The sole arbitrator reasons that a CAS panel reviewing an imposed sanction should give a certain degree of deference to the decision rendered by the sports governing body in respect of the proportionality of such sanctions. In addition, the sole arbitrator reasons that a CAS panel may only review, or amend, such sanctions when evidently and grossly disproportionate to the offence. The sole arbitrator notes that the club has failed to substantiate its claim that the FIFA-imposed sanction is disproportionate. In addition, the sole arbitrator notes that the imposed sanction complies with the terms of the FIFA Disciplinary Code articles 6 and 21. Moreover, the sole arbitrator notes that the imposed sanction is equal to the average amount of sanctions applied by FIFA in similar cases for similar amounts due. The sole arbitrator further notes that the club has failed to establish any mitigating circumstance that may have justified a lower fine. The sole arbitrator decides that the sanction imposed by the FIFA DisCo in its decision is reasonable and proportionate as well as satisfies the principles of legality, predictability, equal treatment and procedural fairness.

# TAS 2024/A/10635

## Federación Ecuatoriana de Fútbol c. FIFA

Reference number: [TAS 2024/A/10635](#)

Award date: 5 March 2025

Seat of arbitration: Lausanne, Switzerland



### APPELLANT



Member association

Federación Ecuatoriana de Fútbol



Ecuador

#### LEGAL TEAM

Luis Játiva

### RESPONDENT N.2

IF

Fédération Internationale de Football Association (FIFA)



Switzerland

#### LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

Roberto Najera Reyes | Senior legal counsel

### PANEL

President.

Santiago Durán Hareau

Attorney-at-law in Montevideo, Uruguay

Arbitrator.

Efraim Barak

Attorney-at-law in Tel Aviv, Israel

Arbitrator.

Diego Lennon

Attorney-at-law Buenos Aires, Argentina



### CATEGORY

Disciplinary

### ISSUES

Due process; sanction

### RELEVANT RULES & REGULATIONS

FIFA Disciplinary Code, ed. 2023; art. 21

### LANGUAGE

Spanish

### KEYWORDS

Legal portal; notification

### CASELAW CITED

None

## ORIGIN

FIFA Judicial Bodies Disciplinary Committee, appeal

### Main issue

Is the FIFA-imposed sanction valid? No, FIFA did not impose a valid sanction on the member association as FIFA did not notify the member association of its affiliated club's transfer ban.

**TAS 2024/A/10635****Federación Ecuatoriana de Fútbol c. FIFA****Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **Unknown date:** FIFA opened disciplinary proceedings
- / **15 March 2024:** FIFA sent proposal
- / **20 March 2024:** member association rejected
- / **4 April 2024:** FIFA DisCo issued decision

**Before the Court of Arbitration  
for Sport**

- / **30 May 2024:** member association filed statement of appeal
- / **10 June 2024:** member association filed appeal brief
- / **5 August 2024:** panel constituted
- / **7 August 2024:** FIFA filed answer
- / **26 August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **26 August 2024:** panel decided not to hold hearing
- / **5 March 2025:** panel issued award

## Background

The FIFA Football Tribunal Dispute Resolution Chamber issued a decision on 17 June 2021 ordering a club affiliated to the member association to pay a player a specified amount. The club appeal before CAS on 13 July 2021. CAS issued a consent award on 8 April 2022. The player informed FIFA that the club had not fulfilled its financial obligations on 20 July 2023. The FIFA Judicial Bodies Disciplinary Committee sent a proposal to the club, copying the player and the member association on 31 July 2023. FIFA notified the member association on 7 August 2023 that the proposal became final and binding via a “noreply@legalportal.fifa.org” email referring to the case Ref. no. FDD-I5430. FIFA notified the club on 14 September 2023 that it had implemented a sanction ban as it had not fulfilled its financial obligations. In its notification, FIFA included that the member association would be responsible for implementing the transfer ban at the national level. The member association did not receive such communication as it received on that day a “noreply@legalportal.fifa.org” email without the respective decision and regarding case Ref. no. FDD-I6001. The member association opened a support ticket at the FIFA Legal Portal. FIFA replied that the member association should, instead, file a comment at the FIFA Legal Portal. However, the member association could not do so as it could not access the file. The player informed FIFA on 8 January and 19 February 2024 that the club had not complied with its transfer ban.

The FIFA Judicial Bodies Disciplinary Committee opened an investigation regarding the club and the member association for non-compliance. The FIFA DisCo concluded that the club had registered 24 new players during the transfer ban. FIFA sent an email to the member association on 27 February 2024 informing that it had lifted the transfer ban sanction in the case Ref. no. FDD-I6001 without the respective decision as attachment. The member association informed FIFA via “legal.digital.support@fifa.org” and “legal@fifa.org” on 29 February 2024 that it had not received any attachment in the email. The FIFA DisCo sent an email to the member association on 1 March 2024 referring to the case Ref. no. FDD-I6001 and in which it also referred to the case Ref. no. FDD-I5430, attaching supporting documents. The FIFA DisCo notified the member association via the FIFA Legal Portal on 15 March 2024, proposing a sanction for breach of the FIFA Disciplinary Code, art. 21. The member association rejected the proposal and filed its position. The FIFA DisCo rendered its decision on 4 April 2024, sanction the member association.

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

## » TAS 2024/A/10635 Federación Ecuatoriana de Fútbol c. FIFA

### MAIN LEGAL FINDINGS

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

#### Main issue

The panel reasons that FIFA is responsible for sending clear instructions to its member associations. The panel notes that FIFA has not sent proper notice to its member association regarding its affiliated club's transfer ban sanction that the member association should have implemented. The panel decides that the sanction that FIFA imposed on the member association is not valid.



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

**FIFA Judicial Bodies**

# Ethics Committee





# TAS 2023/A/9751

## Manuel Burga Seoane v. FIFA

Reference number: [TAS 2023/A/9751](#)

Award date: 20 February 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Official <b>Manuel Burga Seoane</b>	Peru	IF <b>Fédération Internationale de Football Association (FIFA)</b>	Switzerland
<b>LEGAL TEAM</b> <b>Julio Manuel García Torres</b>   Attorney-at-law in Lima, Peru		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Miami, USA <b>Miguel Liétard Fernández-Palacios</b>   Litigation director	
<b>PANEL</b>	<b>President.</b> <b>Ernesto Gamboa Morales</b> Attorney-at-law in Bogotá, Colombia	<b>Arbitrator.</b> <b>Francisco González de Cossío</b> Attorney-at-law in Mexico City, Mexico	<b>Arbitrator.</b> <b>Jordi López Batet</b> Attorney-at-law in Barcelona, Spain



### CATEGORY

Disciplinary

### ISSUES

Bribery; de novo review; standard of proof

### RELEVANT RULES & REGULATIONS

FIFA Code of Ethics, ed. 2012; arts. 13, 15, 19, 20, and 21

### LANGUAGE

Spanish

### KEYWORDS

Admissible evidence; circumstantial evidence; de novo review scope

### CASELAW CITED

- / **Ethics proceeding, de novo review:** CAS 2022/A/9055 & 9076; CAS 2023/A/9715.
- / **Ethics proceeding, freedom of association basis:** CAS 2013/A/3324 & 3369.
- / **Ethics proceeding, standard of proof:** CAS 2011/A/2426; CAS 2017/A/5426; TAS 2020/A/7116.
- / **Evidence, admissible:** CAS 2010/A/2266; CAS 2019/A/6665.
- / **Evidence, circumstantial:** CAS 2019/A/6665.

## ORIGIN

FIFA Judicial Bodies Ethics Committee, appeal

### Main issue

Is circumstantial evidence admissible? Yes, circumstantial evidence is admissible in cases where proving the alleged facts, such as corruption, is complex.

**TAS 2023/A/9751****Manuel Burga Seoane v. FIFA****Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **16 January 2023:** FIFA Ethics Committee opened ethics proceeding
- / **10 March 2023:** official filed submission
- / **29 March 2023:** FIFA Ethics Committee held hearing
- / **29 March 2023:** FIFA Ethics Committee rendered decision
- / **2 June 2023:** FIFA Ethics Committee notified grounds

**Before the Court of Arbitration  
for Sport**

- / **22 June 2023:** official filed statement of appeal
- / **31 July 2023:** panel constituted
- / **14 September 2023:** official requested suspension
- / **18 September 2023:** FIFA objected
- / **22 September 2023:** panel rejected
- / **23 October 2023:** official filed appeal brief
- / **12 April 2024:** FIFA filed answer
- / **30 April 2024:** panel decided to hold case management conference
- / **13 May 2024:** panel held online CMC and decided to hold in-person hearing
- / **27 May 2024:** CAS Court Office forwarded order of procedure to the parties
- / **2 October 2024:** official filed submission
- / **4 October 2024:** FIFA filed submission
- / **17 October 2024:** panel held in-person hearing
- / **20 February 2025:** panel issued award

## Background

The official, Manuel Burga Seoane, is the former president of the Federación Peruana de Fútbol, member of CONMEBOL's executive committee, and FIFA's development committee. The official was involved in multiple criminal proceedings stemming from accusations of accepting bribes in exchange for awarding broadcasting and marketing rights for CONMEBOL tournaments. The East District Court of New York, USA, indicted the official on 25 November 2015 on charges that included bribery. On 4 December 2015, the official was detained and imprisoned by the Peruvian Government pending an extradition request. The Peruvian Supreme Justice Court authorized the official's extradition to the USA on 1 June 2017. The official had his day in court and the jury considered him not guilty on 26 December 2017. The East District Court of New York, USA, indicted the official on 18 March 2020 once again, including money laundering charges. The appellant has yet to have his day in court for these charges.

On an unknown date in 2015, the FIFA Ethics Committee Investigatory Chamber opened an investigation. On 21 June 2019, the FIFA Ethics Committee IC issued a report. On 26 July 2019, the FIFA Ethics Committee rendered decision. On an unknown date, the official filed his statement of appeal before the Court of Arbitration for Sport. On 5 April 2022, the CAS panel issued an award setting aside the FIFA Ethics Committee decision and referring the case back to the FIFA Ethics Committee IC.

On 2 May 2022, the FIFA Ethics Committee Investigatory Chamber opened the second investigation. On 13 June 2022, the official filed his position. On 8 July 2022, the official supplemented his position. On 22 July 2022, the FIFA Ethics Committee IC held a hearing. On 11 January 2023, the FIFA Ethics Committee IC issued a report.

On 16 January 2023, the FIFA Ethics Committee opened ethics proceedings. On 10 March 2023, the official filed his position. On 29 March 2023, the FIFA Ethics Committee held a hearing and rendered its decision sanctioning the official. On 2 June 2023, the FIFA Ethics Committee notified its decision's grounds.

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

## » TAS 2023/A/9751 Manuel Burga Seoane v. FIFA

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the official is dismissed; (b) the FIFA Judicial Bodies Ethics Committee decision is confirmed; (c) the award is pronounced without costs; and (d) the official shall pay FIFA a contribution in the amount of CHF 2,000 towards the legal fees and other expenses.

### Main issue

The panel reasons that circumstantial evidence requires an inference to connect it with a conclusion about a fact. In addition, the panel reasons that the CAS has accepted circumstantial evidence in cases where proving the alleged facts, such as corruption, is complex. The panel notes that circumstantial evidence is relevant in this case as corruption, by nature, is concealed as the parties involved seek to use evasive means to ensure that no trace is to be seen. The panel decides that the circumstantial evidence is admissible.

**TAS 2025/A/11153****Manuel Ernesto Arias Corco c.  
FIFA**Reference number: [TAS 2025/A/11153](#)

Award date: 24 March 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Official <b>Manuel Ernesto Arias Corco</b>	Panama	IF <b>Fédération Internationale de Football Association (FIFA)</b>	Switzerland
<b>LEGAL TEAM</b> <b>Marc Cavaliero</b>   Attorneys-at-law in Geneva, Switzerland <b>Jaime Cambreleng</b>   Attorneys-at-law in Geneva, Switzerland <b>Carmen Cañete</b>   Attorneys-at-law in Geneva, Switzerland		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA <b>Miguel Liétard Fernández-Palacios</b>   Litigation director <b>Rodrigo Morais</b>   Senior legal counsel	
<b>PANEL</b>	<b>President.</b> <b>Mariano Clariá</b> Attorney-at-law in Buenos Aires, Argentina	<b>Arbitrator.</b> <b>Jordi López Batet</b> Attorney-at-law in Barcelona, Spain	<b>Arbitrator.</b> <b>Juan Pablo Arriagada Aljaro</b> Attorney-at-law in Santiago, Chile

**CATEGORY**

Ethics

**ISSUES**

Discrimination

**RELEVANT RULES & REGULATIONS**

FIFA Code of Ethics, ed. 2023; arts. 14 and 24

**LANGUAGE**

Spanish

**KEYWORDS**

Objective onlooker; reasonable spectator

**CASELAW CITED**

- / **Burden of proof, allocation:** CAS 2019/A/6439.
- / **Discrimination, objective onlooker:** CAS 2024/A/10384.
- / **Discrimination, reasonable spectator:** CAS 2024/A/10384.
- / **Official, reasonable expectation:** CAS 2024/A/10384.
- / **Procedural regulations, standard and burden of proof:** CAS 2011/A/2625.
- / **Sanction, deference:** CAS 2015/A/3874; CAS 2016/A/4595; CAS 2024/A/10384.

**ORIGIN**

FIFA Judicial Bodies Ethics Committee, appeal

**Main issue**

Does the official expressions and tone in a interview constitute a violation of the FIFA Code of Ethics? Yes, the official's expressions and tone constitute a violation of the FIFA Code of Ethics as he intentionally disregarded the dignity of the players.

**TAS 2025/A/11153****Manuel Ernesto Arias Corco c. FIFA****Before the FIFA Judicial Bodies  
Disciplinary Committee**

- / **4 July 2024:** FIFA Ethics Committee opened adjudicatory proceedings
- / **19 July 2024:** official filed defence
- / **15 November 2024:** FIFA Ethics Committee held hearing
- / **15 November 2024:** FIFA Ethics Committee issued decision
- / **14 January 2025:** FIFA Ethics Committee notified grounds

**Before the Court of Arbitration  
for Sport**

- / **29 January 2025:** official filed statement of appeal
- / **Unknown date:** expedited proceedings granted
- / **11 February 2025:** official filed appeal brief
- / **11 February 2025:** panel constituted
- / **13 February 2025:** panel decided to hold hearing
- / **3 March 2025:** FIFA filed answer
- / **4 March 2025:** CAS Court Office forwarded order of procedure to the parties
- / **11 March 2025:** panel held online hearing
- / **24 March 2025:** panel issued award

## Background

On 2 March 2024, the official attended an interview for the Meketrefes del Deporte YouTube channel and used expressions that were perceived as derogatory towards some players of the national team, referring to their physical condition and preparation. On that same day, the Asociación de Futbolistas Profesionales de Panamá (AFUTPA) and FIFPro issued a statement condemning the official's remarks, demanding his public retraction. Minutes later, the official published in his X account a public retraction.

On 17 April 2024, the FIFA Ethics Committee investigatory chamber opened investigatory proceedings against the official and notified him accordingly. On 29 April 2024, the official submitted his position. On 17 June 2024, the FIFA Ethics Committee investigatory chamber submitted its report to the FIFA Ethics Committee adjudicatory chamber. On 4 July 2024, the FIFA Ethics Committee adjudicatory chamber opened adjudicatory proceedings against the official and notified him properly. On 19 July 2024, the official filed his defence. On 15 November 2024, the FIFA Ethics Committee held an online hearing and rendered a decision sanctioning the official. The FIFA Ethics Committee notified its decision's grounds on 14 January 2025.

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

## » TAS 2025/A/11153 Manuel Ernesto Arias Corco c. FIFA

### MAIN LEGAL FINDINGS

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

#### Main issue

The panel reasons that any decision rendered by a sports-related body, including those that impose sanctions, must adhere to the principle of legality, which requires a clear and precise regulatory basis. The panel reasons that freedom of expression is a fundamental right, but it is not absolute and is bound by the respect for human dignity. The panel reasons that it is expected from an official of a member association, especially its president, to act in accordance with the principles of respect and inclusion as a role model within sports. In addition, the panel reasons that when officials engage in inappropriate conduct, such as making derogatory comments toward players, they violate the fundamental principles of decency and respect required by FIFA. The panel reasons that intentionality in such types of comments can be inferred from the context and content of the words, for instance, the repetition of offensive phrases and the mocking tone on interviews. As such, the panel reasons that in the absence of an explicit intention to discriminate or offend, expressions that possess such a character must be considered offensive or humiliating from an objective perspective. The panel notes that the language used by the official is unequivocally offensive and exceeds the limits of any legitimate criticism of athletic performance. In addition, the panel notes that the repeated nature of such comments during an extensive interview, delivered in a clearly mocking tone, reinforces the intentionality of the official. The panel notes that it demonstrates a conscious disregard for the dignity of the players, have the capacity to negatively impact those affected and carry a degrading undertone that impacts the Panamanian women's football community as a whole. The panel notes that the official's responsibility lies in the content of his words, which were objectively derogatory and humiliating. Moreover, the panel notes that such actions constitute a violation under the applicable regulations despite the apologies and the positive evolution of the relationship between the officials and his victims, which should not be interpreted as an exoneration of the responsibility that the official bears for his comments. The panel notes further notes that the media coverage and the negative public opinion surrounding the official's statements during his interview shows the negative impact on Panamanian football in general. The panel notes that a reasonable and objective observer would conclude that the official's words are offensive and degrading. The panel decides that the official's conduct constitute a violation of the FIFA Code of Ethics.



Quarterly Report on CAS Football Awards

Court of Arbitration for Sport

# FIFA Clearing House



**CAS 2024/A/10522**

**Montpellier Herault Sport Club S.A.S. v.  
Betriebsgesellschaft FCZ AG (FC Zurich)  
& Federation Internationale de Football  
Association (FIFA)**

Reference number: [CAS 2024/A/10522](#)

Award date: 20 January 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Montpellier Herault Sport Club S.A.S.



France

**LEGAL TEAM**

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

**RESPONDENT N.1**

Club

Betriebsgesellschaft FCZ AG (FC Zurich)



Switzerland

**LEGAL TEAM**

Daniel Engel | Attorney-at-law in Zurich, Switzerland

**RESPONDENT N.2**

IF

Fédération Internationale de Football  
Association (FIFA)

Switzerland

**LEGAL TEAM**

Miguel Lietard | director of litigation, Zurich, Switzerland

**PANEL**

President.

**Lars Hilliger**

Attorney-at-law in Copenhagen, Denmark

Arbitrator.

**Cesare Gabasio**

Attorney-at-law in Turin, Italy

Arbitrator.

**Ulrich Haas**

Law professor in Zurich, Switzerland

**CATEGORY**

Procedural

**ISSUES**

Arbitration costs

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R64

**LANGUAGE**

English

**KEYWORDS**

Award on costs

**CASELAW CITED**

None

**ORIGIN**

FIFA Clearing House, appeal

**Main issue**

Which party bears the procedural costs of the arbitration proceedings?  
Montpellier bears the procedural costs as agreed between the parties.



**CAS 2024/A/10522**

Montpellier Herault Sport Club  
S.A.S. v. Betriebsgesellschaft  
FCZ AG (FC Zurich) & Federation  
Internationale de Football  
Association (FIFA)

**Before the Court of Arbitration  
for Sport**

- / **24 April 2024:** Montpellier filed statement of appeal
- / **6 June 2024:** Montpellier filed appeal brief
- / **18 June 2024:** arbitral tribunal constituted
- / **26 July 2024:** Zurich filed answer
- / **29 July 2024:** FIFA filed answer
- / **11 September 2024:** panel decided to hold hearing in Lausanne, Switzerland on 18 December 2024
- / **9 December 2024:** Montpellier and Zurich reached settlement agreement
- / **11 December 2024:** Montpellier informed the CAS Court Office withdrawal
- / **11 December 2024:** CAS Court Office informed panel would render award on costs
- / **20 January 2025:** panel issued the award

## Background

On 20 July 2023, a player moved from FC Zurich to MHSC as an out of contract player. On the same date, the FIFA general secretariat issued and notified to MHSC its determination concerning the player's electronic passport (EPP) with a "FIFA decision EPP" and a FIFA DRC decision issued on 3 April 2024 that found that FC Zurich is entitled to training compensation for the registration of the player. On the same date, the FIFA general secretariat generated and notified MHSC the allocation statement corresponding to the EPP stating that Montpellier shall pay training compensation.

On 24 April 2024, Montpellier filed a statement of appeal with CAS challenging the FIFA Decision EPP. On 6 June 2024, Montpellier filed its appeal brief. On 18 June 2024, the arbitral tribunal was constituted. On 26 July 2024, FC Zurich filed its answer. On 29 July 2024, FIFA filed its answer. 11 September 2024, the panel decided to hold a hearing in Lausanne, Switzerland on 18 December 2024. On 9 December 2024, Montpellier and FC Zurich reached a settlement agreement. On 11 December 2024, Montpellier informed the CAS Court Office it had decided to withdraw the appeal, that the parties had agreed that it would be responsible for the procedural costs, and that each party would bear its costs for the legal fees. On 11 December 2024, the CAS Court Office informed the parties that the panel would render an award on costs.

## » CAS 2024/A/10522 Montpellier Herault Sport Club S.A.S. v. Betriebsgesellschaft FCZ AG (FC Zurich) & Federation Internationale de Football Association (FIFA)

### MAIN LEGAL FINDINGS

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

#### Main issue

The panel reasons that CAS Code R64 regulates procedural costs at CAS, including which party bears the responsibility to bear it. panel notes that the parties have agreed on the procedural costs. The panel ratifies the parties' agreement that Montpellier shall bear the procedural costs.

# CAS 2024/A/10718

## KAA Gent v. FIFA

Reference number: [CAS 2024/A/10718](#)

Award date: 17 February 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
Club KAA Gent	Belgium	IF Fédération Internationale de Football Association (FIFA)	Switzerland
<b>LEGAL TEAM</b> Sebastien Ronse   KAA Gent manager non-sports in Gent, Belgium		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA Miguel Liétard Fernández-Palacios   Litigation director	
<b>SOLE ARBITRATOR</b>		Manfred Nan   Attorney-at-law in Amsterdam, The Netherlands	



### CATEGORY

Procedural

### ISSUES

Locus standi

### RELEVANT RULES & REGULATIONS

CAS Code; art. R48

### LANGUAGE

English

### KEYWORDS

Standing to be sued

### CASELAW CITED

/ **Locus standi, standing to be sued:** CAS 2008/A/1620; CAS 2007/A/1367; CAS 2012/A/3032; CAS 2015/A/3910; CAS 2016/A/4602; CAS 2016/A/4642; CAS 2016/A/4787; CAS 2017/A/5227; CAS 2019/A/6334; CAS 2019/A/6351; CAS 2020/A/7061; CAS 2020/A/7356; CAS 2021/A/8225.

/ **Standing to be sued, association that rendered the appealed decision:** CAS 2022/A/8960.

## ORIGIN

FIFA Clearing House, appeal

### Main issue

Does FIFA have standing to be sued alone? No, FIFA does not have standing to be sued alone in a FIFA Clearing House-related proceeding.

**CAS 2024/A/10718**

KAA Gent v. FIFA

**Before the Court of Arbitration  
for Sport**

- / **3 July 2024:** club filed statement of appeal
- / **12 July 2024:** club filed appeal brief
- / **22 August 2024:** sole arbitrator appointed
- / **19 September 2024:** FIFA filed answer
- / **17 October 2024:** sole arbitrator decided not to hold hearing
- / **17 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **17 February 2025:** sole arbitrator issued award

## Background

On 1 August 2023, a player moved to the club. The player's FIFA Transfer Matching System entry indicated that the player had been registered at several clubs. On 12 June 2024, the FIFA general secretariat notified the "FIFA decision EPP" that included training compensation payable by the club.

The club filed a statement of appeal with the Court of Arbitration for Sport against FIFA requesting that the sole arbitrator set aside the FIFA general secretariat decision. The club requested that the panel declare that no training compensation is due by the club and, subsidiarily, to reduce the training compensation considering that the decision of the FIFA Secretariat General is based on wrong factual data.

FIFA filed its answer. In short, FIFA's position is that FIFA alone lacks standing to be sued as the panel cannot analyze the dispute in the absence of all mandatory interested parties that have legitimate expectation that the appealed decision is final and binding.

## » CAS 2024/A/10718 KAA Gent v. FIFA

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA General Secretariat decision is confirmed; (c) the costs of the arbitration are borne by the club; and (d) each party shall bear its own legal fees and other expenses.

### Main issue

The sole arbitrator reasons that an association is best suited to represent the interests of its members when the latter are only indirectly affected by a potential decision. The sole arbitrator notes that each legal entity entitled to a training reward is directly affected by a potential decision in a FIFA Clearing House-related proceeding. The sole arbitrator decides that FIFA lacks standing to be sued alone and that the club should have summoned the training clubs as respondents to this proceeding.

# TAS 2024/A/10545

## LYS FC de Sassandra v. Stade Brestois 29 & FIFA

Reference number: [TAS 2024/A/10545](#)

Award date: 18 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club  
**LYS FC de Sassandra**



Ivory Coast

**LEGAL TEAM**

Hugo Paris | Attorneys-at-law in Paris, France

**RESPONDENT N.1**

Club  
**Stade Brestois 29**



France

**LEGAL TEAM**

Patricia Moyersoén | Attorneys-at-law in Paris, France

Nicolas Bône | Attorneys-at-law in Paris, France

**SOLE ARBITRATOR****An Vermeersch**

Professor in Gand, Belgium

**RESPONDENT N.2**

IF

Fédération Internationale de Football  
Association (FIFA)



Switzerland

**LEGAL TEAM**

FIFA Litigation subdivision in Miami, USA

Miguel Liétard Fernández-Palacios | Litigation director

**CATEGORY**

Procedural

**ISSUES**

Arbitration costs; legal aid

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R64

**LANGUAGE**

French

**KEYWORDS**

Award on costs

**CASELAW CITED**

None

**ORIGIN**

FIFA Clearing House, appeal

**Main issue**

Which party bears the procedural costs of the arbitration proceedings?  
Each party shall bear its legal fees and other expenses, and the award is pronounced without costs as it is a legal aid situation.

**TAS 2024/A/10545****LYS FC de Sassandra v.  
Stade Brestois 29 & FIFA****Before the Court of Arbitration  
for Sport**

- / **May 2024:** LYS filed statement of appeal and legal aid request
- / **24 July 2024:** LYS granted legal aid
- / **27 August 2024:** LYS filed appeal brief
- / **17 September 2024:** sole arbitrator appointed
- / **2 October 2024:** clubs filed request for suspension
- / **3 October 2024:** proceedings suspended until 4 November 2024
- / **14 October 2024:** LYS informed settlement agreement reached and withdrew appeal
- / **18 October 2024:** LYS informed the club's agreement on legal fees
- / **24 October 2024:** CAS Court Office informed sole arbitrator would issue an award on costs
- / **18 February 2025:** sole arbitrator issued award

## Background

On 5 October 2023, a player moved to Brestois. The player's FIFA Transfer Matching System entry indicated that the player had been registered at LYS between 25 November 2021 and 30 June 2023. On 11 April 2024, the FIFA general secretariat notified a "FIFA decision EPP" that included training compensation payable by Brestois to LYS.

LYS filed a statement of appeal with the Court of Arbitration for Sport against Brestois and FIFA on 2 May 2024. LYS informed the CAS Court Office that it was withdrawing its appeal on 14 October 2024 as the clubs had reached a settlement agreement.

## » TAS 2024/A/10545 LYS FC de Sassandra v. Stade Brestois 29 & FIFA

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by LYS is terminated; (b) the award is pronounced without costs; and (c) each party shall bear its own legal fees and other expenses.

### Main issue

The sole arbitrator reasons that CAS Code R64 regulates procedural costs at CAS, including legal aid situations. The sole arbitrator notes that the award is pronounced without costs. The sole arbitrator decides that each party shall bear its own legal fees and other expenses.



**CAS 2024/A/10454****Granada Cub de Fútbol S.A.D. v.  
Leader Foot Academie**Reference number: [CAS 2024/A/10454](#)

Award date: 3 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Granada Cub de Fútbol S.A.D.



Spain

**LEGAL TEAM**

Daniel Muñoz Sirera | Attorney-at-Law in Valencia, Spain

**RESPONDENT**

Club

Leader Foot Academie



Ivory Coast

**LEGAL TEAM**

Padel Mougnoha Siama | Attorney-at-Law in Bonoua, Ivory Coast

**PANEL****President.****Luigi Fumagalli**

Professor and Attorney-at-Law in Milan, Italy

**Arbitrator.****Efraim Barak**

Attorney-at-Law in Tel Aviv, Israel

**Arbitrator.****Patrick Grandjean**

Attorney-at-Law in Belmont, Switzerland

**CATEGORY**

Procedural

**ISSUES**

Arbitration costs

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R64

**LANGUAGE**

French

**KEYWORDS**

Consent award

**CASELAW CITED**

None

**ORIGIN**

FIFA Clearing House, appeal

**Main issue**Which party bears the procedural costs of the arbitration proceedings?  
The Granada bears the procedural costs.

**CAS 2024/A/10454****Granada Cub de Fútbol S.A.D. v.  
Leader Foot Academie****Before the Court of Arbitration  
for Sport**

- / **26 March 2024:** Granada filed statement of appeal
- / **31 March 2024:** LFA filed objection to SoA's admissibility and requested termination
- / **15 April 2024:** Deputy President of the CAS Appeals Arbitration Division denied objection
- / **8 May 2024:** Granada filed appeal brief
- / **28 May 2024:** LFA filed answer
- / **11 June 2024:** panel constituted
- / **19 August 2024:** FIFA filed answer, within extended deadline
- / **6 September 2024:** panel decided to hold a hearing
- / **9 September 2024:** Granada filed objection
- / **12 September 2024:** FIFA filed submission regarding objection
- / **18 September 2024:** LFA filed submission regarding objection
- / **20 September 2024:** Granada filed submission regarding objection
- / **7 October 2024:** CAS Court Office confirmed online hearing on 19 December 2024
- / **19 December 2024:** panel held hearing, which was suspended for settlement talks
- / **19 December 2024:** Granada filed settlement agreement, requested consent award, and withdrew appeal directed against FIFA
- / **19 December 2024:** FIFA agreed to its exclusion
- / **6 January 2024:** panel excluded FIFA
- / **3 February 2025:** panel issued the award

## Background

On 30 August 2023, a player moved to Granada as an out of contract player. The player's FIFA Transfer Matching System entry indicated that the player had been registered at LFA between 4 January 2020 and 30 June 2023. On the same date, the FIFA general secretariat issued and notified Granada its determination concerning the player's electronic passport (EPP). On 11 September 2023, the FIFA general secretariat informed, among others, Granada and LFA that a review process of the EPP had been opened. On 20 February 2024, the FIFA general secretariat informed Granada via TMS that it had closed the EPP review process. On 5 March 2024, the FIFA general secretariat notified issue a "FIFA decision EPP" that included training compensation payable by Granada to LFA. On 13 March 2024, Granada informed FIFA in a message entered into TMS that LFA was not entitled to receive any training compensation due to a training compensation waiver dated 14 August 2023 that had been entered into TMS. On 19 March 2024, FIFA rejected Granada's request.

On 26 March 2024, Granada filed a statement of appeal with CAS challenging the FIFA Decision EPP. On 19 December 2024, Granada informed the CAS Court Office that the clubs had reached a settlement agreement and requested a consent award to which the CAS Court Office informed the parties that the panel would render a consent award.

## » CAS 2024/A/10454 Granada Cub de Fútbol S.A.D. v. Leader Foot Academie

### MAIN LEGAL FINDINGS

The panel decided that: (a) the settlement agreement executed between the parties is ratified; (b) the parties are ordered to comply with the settlement agreement; (c) the terms of the settlement agreement annul the FIFA General Secretariat 5 March 2024 decision, with FIFA's consent; (d) the case is referred back to FIFA to implement administratively the proper changes through the FIFA Clearing House system, with FIFA's consent; (e) the costs of the arbitration are borne by the Granada; and (c) each shall bear its own legal fees and other expenses.

### Main issue

The panel reasons that CAS Code R64 regulates procedural costs at CAS, including which party bears the responsibility to bear it. The panel notes that the parties have agreed on the procedural costs. The panel decides that Granada bears the procedural costs as agreed by the parties.

# TAS 2024/A/10858




## Guidars FC c. Fédération Internationale de Football Association

Reference number: [TAS 2024/A/10858](#)

Award date: 3 March 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 Club Guidars FC	 Mali	 Fédération Internationale de Football Association (FIFA)	 Switzerland
<b>LEGAL TEAM</b> <b>Derby Avocats</b>   Paris, France <b>Samuel Chevret</b>   Attorney-at-law		<b>LEGAL TEAM</b> FIFA Litigation subdivision in Coral Gables, USA <b>Miguel Liétard Fernández-Palacio</b>   Litigation director	
<b>SOLE ARBITRATOR</b>		Patrick Grandjean   attorney-at-law in Belmont/Lausanne, Switzerland	

**CATEGORY**

Procedural

**ISSUES**

locus standi

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R48

**LANGUAGE**

French

**KEYWORDS**

Standing to be sued

**CASELAW CITED**

- / **Appeal, standing to be sued:** TAS 2019/A/6351; TAS 2019/A/6348; CAS 2020/A/7144.
- / **Clearing House, standing to be sued:** CAS 2023/A/1002, 10009 & 10010; CAS 2024/A/10514.
- / **Due process, right to be heard:** SFT IC\_265/2024; CAS 2019/A/6463 & 6464.
- / **Locus standi, issue of merit:** ATF 126 III 59; ATF 130 III 550; CAS 2008/A/1583 & 1584; CAS 2008/A/1639; CAS 2013/A/3047; CAS 2016/A/4602; CAS 2020/A/7144.

**ORIGIN**

FIFA Clearing House, appeal

**Main issue**

Does FIFA have standing to be sued alone? No, FIFA does not have standing to be sued alone in a FIFA Clearing House-related proceeding.

**TAS 2024/A/10858****Guidars FC c. Fédération  
Internationale de Football  
Association****Before the Court of Arbitration  
for Sport**

- / **10 September 2024:** club filed statement of appeal
- / **18 September 2024:** club filed appeal brief
- / **14 November 2024:** FIFA filed answer
- / **20 November 2024:** club filed unsolicited 2nd round submission
- / **20 November 2024:** FIFA objected
- / **21 November 2024:** sole arbitrator appointed
- / **25 November 2024:** sole arbitrator accepted 2nd round submission
- / **9 December 2024:** FIFA filed 2nd round submission
- / **19 December 2024:** club filed comments
- / **20 December 2024:** sole arbitrator decided not to hold hearing
- / **December 2024:** CAS Court Office forwarded order of procedure to the parties
- / **3 March 2025:** sole arbitrator issued award

## Background

On 27 September 2023, a player moved to the club. The player's FIFA Transfer Matching System entry indicated that the player had been registered at several clubs. On 26 August 2024, the FIFA Clearing House notified a "FIFA decision EPP" that included training compensation payable by the club.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA Clearing House decision. FIFA filed its answer requesting that the sole arbitrator uphold the FIFA Clearing House decision.

## » TAS 2024/A/10858 Guidars FC c. Fédération Internationale de Football Association

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the FIFA Clearing House-issued EPP is confirmed; (c) the costs of the arbitration are borne by the club; and (d) each party shall bear its own legal fees and other expenses.

### Main issue

The sole arbitrator reasons that the appellant party must summon all directly affected parties as respondents in an appeals proceeding. The sole arbitrator notes that each legal entity entitled to a training reward is directly affected by a potential decision in a FIFA Clearing House-related proceeding. The sole arbitrator decides that FIFA lacks standing to be sued alone and that the club should have summoned the training clubs as respondents to this proceeding.



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Court of Arbitration for Sport

# Other FIFA cases



# CAS 2024/A/10414

## Alejandro Gustavo Camaño Tolosa v. Fédération Internationale de Football Association (FIFA)

Reference number: [CAS 2024/A/10414](#)

Award date: 22 January 2025

Seat of arbitration: Lausanne, Switzerland



### APPELLANT

Agent

Alejandro Gustavo Camaño Tolosa



Spain

#### LEGAL TEAM

**Federico Venturi Ferriolo, Adele Sodano, and Lorenzo Vittorio Caprara** | Attorneys-at-law in Milan, Italy**Juan De Dios Crespo Pérez** | Attorney-at-law in Valencia, Spain**José Maria Relucio** | Attorney-at-law in Madrid, Spain

### RESPONDENT

IF

Fédération Internationale de Football  
Association (FIFA)

Switzerland

#### LEGAL TEAM

FIFA Litigation subdivision in Coral Gables, USA

**Miguel Liétard Fernández-Palacios** | Litigation director**Rodrigo Morais** | Senior legal counsel

### PANEL

President.

**Ken Lalo**

Attorney-at-law in Gan-Yoshiyya, Israel

Arbitrator.

**Giulio Palermo**

Attorney-at-law in Geneva, Switzerland

Arbitrator.

**José Maria Alonso Puig**

Attorney-at-law in Madrid, Spain



### CATEGORY

Procedural

### ISSUES

Admissibility

### RELEVANT RULES & REGULATIONS

FIFA Statutes; art. 57

### LANGUAGE

English

### KEYWORDS

FFIA Letter; Final and binding decision

### CASELAW CITED

/ **Appeal, public interest on time-limit:** SFT 4A\_254/2023; SFT 4A\_54/2019; SFT 4A\_238/2018; SFT 4A\_690/2016./ **Appeal, time-limit restart:** CAS 2010/A/2315; CAS 2021/A/8322; CAS 2021/A/8444./ **Decision, form:** CAS 2004/A/748; CAS 2005/A/899; CAS 2007/A/1251; CAS 2008/A/1633; CAS 2015/A/4162; CAS 2020/A/7590 & 7591./ **Decision, meaning:** CAS 2004/A/748; CAS 2005/A/899; CAS 2014/A/3744 & 3766; CAS 2015/A/4162; CAS 2015/A/4203; CAS 2020/A/7590./ **Letter, final and binding decision:** CAS 2004/A/748; CAS 2005/A/899; CAS 2008/A/1633; CAS 2012/A/2750; CAS 2015/A/4213; CAS 2018/A/5661; CAS 2018/A/5746; CAS 2020/A/6912; CAS 2021/A/8322; CAS 2022/A/9243./ **Proceedings, bifurcation:** CAS 2018/A/5933; CAS 2019/A/6294; CAS 2019/A/6298; CAS 2021/A/8444; CAS 2022/A/9243; CAS 2023/A/10000.

### ORIGIN

FIFA Agents Department, appeal

### Preliminary issue

Is the appeal admissible? No, the appeal is inadmissible as the agent did not file it within 21 days of the letter's receipt.



**CAS 2024/A/10414**

**Alejandro Gustavo Camaño Tolosa v.  
Fédération Internationale de Football  
Association (FIFA)**

**Before the Court of Arbitration  
for Sport**

- / **12 March 2024:** agent filed statement of appeal
- / **19 March 2024:** appeal brief time limit extended
- / **11 April 2024:** agent filed appeal brief
- / **13 May 2024:** panel constituted
- / **13 June 2024:** FIFA filed answer with request to bifurcate
- / **3 July 2024:** agent filed comments on request to bifurcate
- / **29 July 2024:** panel decided to host a virtual hearing on 24 September 2024
- / **5 August 2024:** CAS Court Office forwarded order of procedure to the parties
- / **24 September 2024:** panel held the hearing
- / **22 January 2025:** the panel issued the award

## Background

The agent registered himself as an agent in Italy on 6 February 2023, both before the Italian Football Federation and the Italian National Olympic Committee based on his FIFA pre-2015 license. The agent renewed his registration before both November and December 2023. The agent attempted to register on the FIFA Agent Platform on 27 March 2023. The agent created his account on 2 October 2023. On 18 October 2023, the agent attempted to use the “national law path” under FIFA Football Agent Regulations art. 24 and attached his Spanish national agent license. On 1 November 2023, FIFA sent an email to the agent rejecting his “national law path” license application as he did not hold a French Football Federation agent license - which, at the time, was the only one that FIFA recognized. On 20 November 2023, the agent’s legal representative contacted FIFA via its Agents Department email. On 17 January 2024, FIFA sent an email to the agent’s legal representative stating that the legacy application window closed on 30 September 2023 and that the “exam licensing path” is open to registration. On 5 February 2024, the agent’s legal representative sent a message to FIFA. On 20 February 2024, the FIFA Agents Department sent an email to the agent’s legal representative stating and reiterating its 17 January 2024 letter.

The agent filed his appeal with CAS requesting that the panel set aside the 20 February 2024 FIFA Agents Department letter. Among other request, FIFA filed its answer requesting that the panel bifurcate the proceedings and to issue a preliminary award declaring the appeal inadmissible as the FIFA Agents Department had issued a letter that constituted a decision on 17 January 2024.

## » CAS 2024/A/10414 Alejandro Gustavo Camaño Tolosa v. Fédération Internationale de Football Association (FIFA)

### MAIN LEGAL FINDINGS

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

#### Preliminary issue

The panel reasons that an appellant must file a statement of appeal before CAS within 21 days of receipt of a decision as per the FIFA Statutes art. 57. Moreover, the panel reasons that a decision needs no specific form of communication, that the term “decision” must be interpreted in a broad manner in order to not restrain the relief available to the persons affected by it, and that it must contain a ruling whereby the body issuing the decision intends to affect or objectively affects a legal situation - i.e., it must have “animus decidendi”. In addition, the panel reasons that it is not appropriate to artificially extend the applicable 21-day time-limit in which to file an appeal by repeating questions to FIFA, asking for more information or requesting reconsideration and then seeking to challenge one the most recent confirmation of the original statement or decision. The panel notes that the 20 January 2024 letter merely restates the 17 January 2024 letter regarding the “legacy path” and that it brings no material change to the “national law path” as communicated by the 1 November 2023 letter. The panel decides the appeal is inadmissible.

**TAS 2024/A/10939****Foullah Edifice FC & Ibrahim Wanglaouna Foullah c. FIFA**Reference number: [TAS 2024/A/10939](#)

Award date: 24 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT N.1**Club  
**Foullah Edifice FC**

Chad

**LEGAL TEAM**

Lebel Elomo Manga | Attorney-at-law in Yaoundé, Cameroon

**APPELLANT N.2**

Official

**Ibrahim Wanglaouna Foullah**

Chad

**LEGAL TEAM**

Lebel Elomo Manga | Attorney-at-law in Yaoundé, Cameroon

**RESPONDENT**

IF

**Fédération Internationale de Football Association (FIFA)**

Switzerland

**LEGAL TEAM**

FIFA Litigation subdivision in Miami, USA

**Miguel Liétard Fernández-Palacios** | Litigation director**SOLE ARBITRATOR****Patrick Grandjean**

Attorney-at-law in Belmont-sur-Lausanne, Switzerland

**CATEGORY**

Procedural

**ISSUES**

Jurisdiction

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R47

**LANGUAGE**

French

**KEYWORDS**

Award on jurisdiction; final and binding decision

**CASELAW CITED**/ **Burden of proof, allocation:** CAS 2014/A/3546; TAS 2020/A/7329./ **Letter, animus decidendi:** CAS 2004/A/659; CAS 2004/A/748; CAS 2005/A/899; CAS 2007/A/1251; CAS 2008/A/1633; CAS 2015/A/4213; CAS 2017/A/5187; CAS 2018/A/5746; TAS 2021/A/7717.**ORIGIN**

FIFA Member Associations division, appeal

**Main issue**

Does CAS have jurisdiction? No, the CAS does not have jurisdiction over the dispute as the appealed letter is not a decision, does not have animus decidendi, and does not contain any ruling

**TAS 2024/A/10939**

**Foullah Edifice FC & Ibrahim  
Wanglaouna Foullah c. FIFA**

**Before the Court of Arbitration  
for Sport**

- / **16 October 2024:** appellants filed statement of appeal
- / **17 October 2024:** appellants requested provisional measure
- / **21 October 2024:** FIFA objected jurisdiction
- / **30 October 2024:** FIFA filed answer to the request for provisional measure
- / **4 November 2024:** appellants filed amendment to statement of appeal
- / **5 November 2024:** appellants requested evidence production
- / **11 November 2024:** FIFA filed comments and objected to amendment
- / **25 November 2024:** appellants filed comments on objection to jurisdiction
- / **23 December 2024:** appellants withdrew request for provisional measure
- / **3 January 2025:** sole arbitrator appointed
- / **15 January 2025:** appellants filed unsolicited submission
- / **16 January 2025:** FIFA opposed
- / **20 January 2025:** appellants filed comments on unsolicited submission
- / **6 February 2025:** FIFA filed answer limited to jurisdiction and admissibility
- / **18 February 2025:** sole arbitrator decided not to hold hearing
- / **20 February 2025:** appellants filed new request for provisional measure
- / **24 February 2025:** sole arbitrator issued award on jurisdiction

## Background

The FIFA Council decided to appoint a normalization committee for the Fédération Tchadienne de Football (FTFA) on 25 November 2021 due to irregularities in its electoral process. The normalization committee appointed Mbaikara Nangyo as FTFA's secretary general on 1 February 2023. FTFA's general assembly adopted its new status and electoral code on 25 October 2023. The normalization committee reviewed two lists of candidates for the FTFA council on 20 November 2023 and rejected one list as the subject of a formal decision dated the same day. The Chadian Courts suspended FTFA's extraordinary general assembly on 24 November 2023. The normalization committee's mandate expired on 30 November 2023 on the same date that the Chadian Courts revoked the suspension. FIFA and FTFA disagreed on the appropriate next steps regarding the FTFA council's elections. The FIFA Member Associations division sent a letter addressed to the minister of the Chadian Ministry of Youth and Sports on 26 September 2024 stating that it would remain at the FTFA and its acting secretary general, Baba Ahmat Baba, disposal in his role of ensuring the FTFA's council elections in compliance with the FTFA statutes and electoral code. On 14 January 2025, the acting secretary general convened an extraordinary general assembly to be held on 1 March 2025 to elect members of the FTFA's council.

The appellants filed their appeal with CAS on 16 October 2024 requesting that the sole arbitrator set aside the FIFA ruling stated in the FIFA Member Associations division's letter dated 26 September 2024. FIFA filed its answer requesting that the sole arbitrator declares that CAS does not have jurisdiction to hear the appeal as FIFA did not issue any final and binding decision regarding the disputed matter.

## » TAS 2024/A/10939 Foullah Edifice FC & Ibrahim Wanglaouna Foullah c. FIFA

### MAIN LEGAL FINDINGS

The sole arbitrator decided that:

(a) the appeal filed by appellants is dismissed; (b) the CAS does not have jurisdiction decision to hear the appeal; (c) the costs of the arbitration are borne by the appellants; and (d) the appellants shall pay FIFA a contribution in the amount of CHF 1,000 towards the legal fees and other expenses.

### Main issue

The sole arbitrator reasons that a final and binding decision has animus decidendi and contain a ruling. The sole arbitrator notes that FIFA has not nominated the FTFA's general secretary by its letter dated 26 September 2024. The sole arbitrator decides that the FIFA letter is not a decision as it does not have animus decidendi and does not contain any ruling.

**CAS 2023/A/10091****Karpaty FC LLC v FIFA & HNK Cibalia Vinkovci & FC Karpaty Halych**Reference number: [CAS 2023/A/10091](#)

Award date: 27 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT N.1**Club  
**Karpaty FC LLC**

Ukraine

**LEGAL TEAM**

Georgi Gradev, Márton Kiss and Yuliya Bogdanova | Attorneys-at-law in Sofia, Bulgaria

**RESPONDENT N.1**

IF

**Fédération Internationale de Football Association (FIFA)**

Switzerland

**LEGAL TEAM**

FIFA Litigation subdivision in Miami, USA

**Miguel Liétard Fernández-Palacios** | Litigation director**SOLE ARBITRATOR****Mark Andrew Hovell**

Solicitor in Manchester, United Kingdom

**RESPONDENT N.2**Club  
**HNK Cibalia Vinkovci**

Croatia

**LEGAL TEAM**

Advokátska kancelária Hubocká &amp; Partners s.r.o | Bratislava, Slovakia

**Peter Lukasek** | Attorney-at-law**RESPONDENT N.3**Club  
**FC Karpaty Halych**

Ukraine

**CATEGORY**

Disciplinary

**ISSUES**

Locus standi; sporting succession

**RELEVANT RULES & REGULATIONS**

FIFA Disciplinary Code, ed. 2023; arts. 21 and 25

**LANGUAGE**

English

**KEYWORDS**

Standing to be sued

**CASELAW CITED**/ **Locus standi, standing to be sued:** CAS 2015/A/3910; CAS 2017/A/5227; CAS 2020/A/7356./ **Sporting succession, locus standi:** see: CAS 2020/A/6778, 6779, 6827, 6828, 6829, 6936, 6937, 6967 & 7146./ **Sporting succession, requirements:** CAS 2020/A/7092; CAS 2022/A/9288; CAS 2023/A/9807; CAS 2023/A/9809.**ORIGIN**

FIFA Administration, appeal

**Main issue n.1**

Does HNK have standing to be sued? Yes, HNK has standing to be sued as respondent.

**Main issue n.2**

Is Karpaty LLC the sporting successor of Karpaty LTD? Yes, Karpaty LLC is the sporting successor of Karpaty LTD.

**Supporting issue n. 1**

Was the FIFA Administration entitled to render the appealed decision? Yes, the FIFA Administration was entitled to render the appealed decision.

**Supporting issue n. 2**

Should the panel refer the case back to FIFA to decide on the issue of sporting succession or should the panel decide it directly in the appeals proceedings? The panel should decide on the issue in the appeals proceedings.

**CAS 2023/A/10091****Karpaty FC LLC v FIFA & HNK Cibalia  
Vinkovci & FC Karpaty Halych****Before the Court of Arbitration  
for Sport**

- / **31 October 2023:** Karpaty LLC filed statement of appeal and request for expedited proceedings
- / **6 November 2023:** FIFA and HNK objected
- / **7 November 2023:** request rejected
- / **15 November 2023:** Karpaty LLC filed appeal brief
- / **19 December 2023:** sole arbitrator appointed
- / **3 January 2024:** HNK objected admissibility and requested bifurcation
- / **18 January 2024:** Karpaty LLC filed request for provisional measures
- / **24 January 2024:** FIFA filed comments
- / **25 January 2024:** aHNK filed comments
- / **5 February 2024:** request rejected
- / **14 February 2024:** sole arbitrator held case management conference
- / **15 February 2024:** FIFA filed appeal brief
- / **21 February 2024:** HNK filed answer
- / **22 February 2024:** Karpaty LLC filed comments
- / **26 February 2024:** FIFA objected admissibility
- / **7 March 2024:** sole arbitrator excluded comments and objection
- / **7 March 2024:** sole arbitrator ordered new evidence
- / **7 March 2024:** sole arbitrator decided to hold hearing
- / **12 March 2024:** FIFA filed ordered evidence
- / **28 March 2024:** CAS Court Office forwarded order of procedure to the parties
- / **15 May 2024:** sole arbitrator held online hearing
- / **26 August 2024:** Karpaty LLC filed comments
- / **27 August 2024:** Karpaty Halych filed comments
- / **30 August 2024:** FIFA filed comments
- / **12 February 2025:** Karpaty LLC filed submissions
- / **19 February 2025:** FIFA filed comments
- / **27 March 2025:** sole arbitrator issued award

## Background

The FIFA Football Tribunal Dispute Resolution Chamber rendered a decision in a claim for training compensation brought by HNK against CPF Karpaty LTD on 17 May 2023, and notified its decision's ground on 2 June 2023. HNK requested FIFA to impose a transfer ban on Karpaty LLC on 21 August 2023 as the sporting successor of Karpaty LTD. The FIFA Administration, in a letter dated 12 October 2023 and bearing the reference number FDD-16306, considered Karpaty LLC as the sporting successor and implemented sanctions.

Karpaty LLC filed its appeal with CAS requesting that the sole arbitrator set aside the FIFA Administration decision. The respondents filed their respective answers requesting that the sole arbitrator uphold the FIFA Administration decision.

## » CAS 2023/A/10091 Karpaty FC LLC v FIFA & HNK Cibalia Vinkovci & FC Karpaty Halych

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by Karpaty LLC is dismissed; (b) the FIFA Administration decision is confirmed; (c) the costs of the arbitration are borne by Karpaty LLC; and (d) Karpaty LLC shall pay HNK a contribution in the amount of CHF 3,000 towards the legal fees and other expenses.

#### Main issue n.1

The sole arbitrator reasons that to determine whether a party has standing to be sued in the context of a certain dispute, one must ask whether said party stand to be sufficiently affected by the matter at hand to qualify as a proper respondent within the meaning of the law. The sole arbitrator notes HNK is the principal beneficiary of the award as it can seek to enforce the FIFA DRC decision against Karpaty LLC, not only the original debtor. In addition, the sole arbitrator notes that HNK could be affected by the outcome of the appeal proceedings and should be heard as a respondent. The sole arbitrator decides that HNK has standing to be sued.

#### Main issue n.1

The sole arbitrator reasons that the FIFA Disciplinary Code and the FIFA RSTP set out certain criteria that can be considered and may help to determine whether a club is the sporting successor of another. As such, the sole arbitrator reasons that that criterion includes the club's: (1) headquarters; (2) name; (3) legal form; (4) team colours; (5) players; (6) shareholders, stakeholders, ownership; and (7) category of competition concerned. Moreover, the sole arbitrator reasons that this list is not exhaustive, and other criteria may be considered, such as: (8) fans and public perception; (9) transfer of assets and rights; (10) sporting history; (11) coaches; (12) stadiums; (13) logos. In addition, the sole arbitrator reasons that a CAS panel may consider many elements before taking a decision as well as set out what level of weight it placed on each element considered. Furthermore, the sole arbitrator reasons that a club might be the sporting successor of another even when the old club remains in existence. The sole arbitrator notes that Karpaty LLC is the sporting successor of Karpaty LTD based on these criteria as it has adopted the name of Karpaty LTD, it took a license of its exact logo from its main fans group who endorse the club, it made references on its inception of being formed to revive Karpaty LTD's legacy, it chose to play in the same stadium, it did so in the same green and white colours, and it made references to Karpaty LTD's history on its own social media sites. In addition, the sole arbitrator notes that the key question whether Karpaty LLC is the sporting successor of Karpaty LTD is "time" as Karpaty LLC was established when Karpaty LTD was experiencing financial difficulties and, while Karpaty LTD faded away, Karpaty LLC was set up with enough key components of the old club to be its sporting successor. The sole arbitrator decides that Karpaty LLC is the sporting successor of Karpaty LTD.

#### Supporting issue n.1

The sole arbitrator reasons that the 2023 FIFA Disciplinary Code states that FIFA carries out the assessment regarding sporting successor in relation to the 2023 FIFA DC art. 21, including the FIFA Administration. The sole arbitrator reasons that it is not unusual for more than one creditor of an old club to turn to FIFA when a new club appeals to seek a decision that the new club is the sporting successor of the old club. In addition, the sole arbitrator reasons that there is some sense in FIFA sending the first of such creditor's case through the FIFA Disciplinary Committee for a reasoned decision, but then if additional creditors come forward and are asking the same determination, then the FIFA Administration could consider the first decision, along with any additional submissions and evidence from the specific parties, to decide if it is sufficiently well informed to issue its own decision on sporting succession. Moreover, the sole arbitrator reasons that this is a procedurally economic process to follow for broadly similar cases. The sole arbitrator notes this is what happened in the previous instance.



## » CAS 2023/A/10091 Karpaty FC LLC v FIFA & HNK Cibalia Vinkovci & FC Karpaty Halych

The sole arbitrator decides that the FIFA Administration was entitled to assess whether Karpaty LLC was the sporting successor of Karpaty LTD. The sole arbitrator included an obiter dictum stating that “having the same regulation in both the RSTP and the FDC has caused confusion for two of the Parties in the matter at hand. FIFA might consider looking to address the primacy of their regulations and the references used in decision that flow from its Administration to be clear that it has made an assessment pursuant to the FDC”.

### Supporting issue n.2

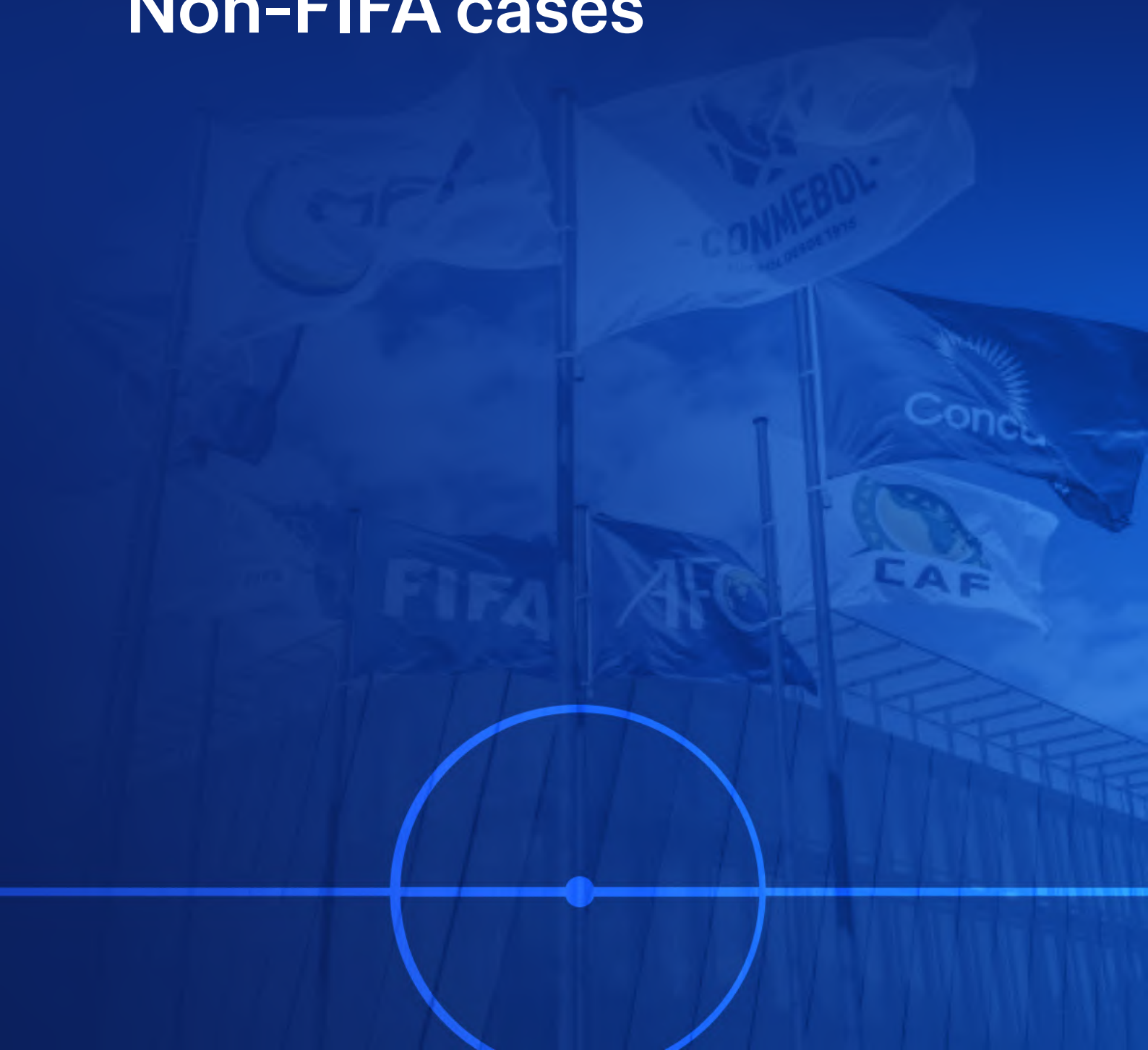
The sole arbitrator reasons that it is for the creditor to turn to FIFA and request it considers whether a certain club is the sporting successor of another. In addition, the sole arbitrator reasons that the FIFA regulations do not stipulate that FIFA has the obligation to involve a third party into disciplinary proceedings. Moreover, the sole arbitrator reasons that if two or more persons are in a legal relationship that calls for one single decision with effect for all of them, they must jointly appear as respondents. As such, the sole arbitrator reasons that this legal relationship is subjected to the burden of proof rules. Furthermore, the sole arbitrator reasons that the appeal before CAS is heard de novo. The sole arbitrator notes that any procedural rights of Karpaty LLC that might have been violated at first instance proceedings before FIFA are cured by the de novo appeal procedure before CAS. In addition, the sole arbitrator notes that Karpaty Halych is a party to these proceedings as well. The sole arbitrator decides that it is for the panel to decide directly who is Karpaty LTD’s sporting successor.

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Court of Arbitration for Sport

## Non-FIFA cases



**TAS 2024/A/10494****Adel Amrouche c. Confédération Africaine de Football (CAF)**Reference number: [TAS 2024/A/10494](#)

Award date: 14 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

**Coach**  
**Adel Amrouche**

**LEGAL TEAM**

**Ali Abbes and Mohamed Rokbani** | Attorneys-at-law in Monastir, Tunisia

**AD HOC CLERK**

Court of Arbitration for Sport in Lausanne, Switzerland  
**Stéphanie De Dycker** | clerk

**APPELLANT**

**Member association**  
**Confédération Africaine de Football (CAF)**

**PANEL**

**President.** **Alexander McLin**  
Attorney-at-law in Lausanne, Switzerland

**Arbitrator.** **Chedli Rahmani**  
Judge in Tunis, Tunisia

**Arbitrator.** **Ulrich Haas**  
Professor in Zurich, Switzerland and attorney-at-law in Hamburg, Germany

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

Discrimination

**RELEVANT RULES & REGULATIONS**

CAF Disciplinary Code; art. 131

**LANGUAGE**

French

**KEYWORDS**

Objective onlooker; reasonable spectator test

**CASELAW CITED**/ **De novo review, scope:** CAS 2006/A/1177./ **Discrimination, objective onlooker:** CAS 2019/A/6547; CAS 2022/A/9078./ **Discrimination, regulatory interpretation:** CAS 2013/A/3324 & 3369; CAS 2015/A/4256./ **Regulatory interpretation, principles:** ATF 138 II 105; SFT 4A\_600/2016.**ORIGIN****Confédération Africaine de Football Appeals Committee, appeal****Main issue**

Does the coach's behaviour warrant a sanction? Yes, the coach acted in a derogatory manner against a member association, which constitutes a behaviour that violates human dignity.

**TAS 2024/A/10494****Adel Amrouche c. Confédération  
Africaine de Football (CAF)****Before the Court of Arbitration  
for Sport**

- / **9 April 2024:** coach filed statement of appeal
- / **27 May 2024:** panel constituted
- / **3 June 2024:** coach filed appeal brief
- / **18 July 2024:** confederation filed answer
- / **20 August 2024:** clerk appointed
- / **17 September 2024:** CAS Court Office forwarded order of procedure to the parties
- / **3 October 2024:** panel held hearing
- / **14 February 2025:** panel issued award

## Background

On 21 November 2023, the Tanzanian and the Moroccan men's national teams played a match for the 2026 World Cup qualifiers. The national teams played the match in Dar es Salaam, Tanzania, and the Moroccan team won the match 2-0. On 15 January 2024, the coach gave an interview to the Algerian television channel "All About Algeria" two days before the national teams played for the Africa Cup of Nations Côte D'Ivoire 2023. On 16 January 2024, the coach clarified his remarks during a press conference. On 25 April 2024, the coach terminated his employment contract with the Tanzania Football Federation.

After the coach's interview, on 15 January 2024, the Royal Moroccan Football Federation submitted a written complaint to the Confédération Africaine de Football. On 16 January 2024, the Confédération Africaine de Football Disciplinary Committee opened disciplinary proceedings against the coach. On 18 January 2024, the CAF Disciplinary Committee sanctioned the coach. The TFF, on its and on the coach's behalf, appealed the decision before the CAF Appeals Committee on 21 January 2024. The CAF Appeals Committee rendered its decision on 6 March 2024, sanctioning the coach.

The coach filed his appeal with CAS requesting that the panel set aside the CAF Appeals Committee decision. The confederation filed its answer requesting that the panel uphold the CAF Appeals Committee decision.

## » TAS 2024/A/10494 Adel Amrouche c. Confédération Africaine de Football (CAF)

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by coach is partially upheld; and (b) the CAF Appeals Committee decision is amended.

#### Main issue

The panel reasons that the determination of whether a particular behaviour violates human dignity must be assessed based on the objective circumstances of the case and the so-called “reasonable spectator” test. In addition, the panel reasons that this criterion does not refer to an average person from a specific jurisdiction, but rather a reasonable individual who evaluates, retrospectively, the facts presented to them, considering all available and accessible information. The panel reasons that the victim of such violation may be a natural person or a legal entity. The panel notes that the coach’s comments are derogatory in nature and violate the RMFF’s dignity. The panel decides that the coach should be sanctioned.

**TAS 2023/A/9786****Boston River SAD c. Liverpool Fútbol Club**Reference number: [TAS 2023/A/9786](#)

Award date: 18 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

**Club**  
**Boston River SAD**



Uruguay

**LEGAL TEAM**

Horacio Gonzalez Mullin | Montevideo, Uruguay

**RESPONDENT**

**Club**  
**Liverpool Fútbol Club**



Uruguay

**LEGAL TEAM**

Adrián Leiza | Montevideo, Uruguay

**PANEL****President.****Mariano Clariá**

Attorney-at-law in Buenos Aires, Argentina

**Arbitrator.****Juan Pablo Arriagada Aljaro**

Attorney-at-law in Santiago, Chile

**Arbitrator.****Ernesto Gamboa Morales**

Attorney-at-law in Bogotá, Colombia

**CATEGORY**

Disciplinary

**ISSUES**

Sanctions

**RELEVANT RULES & REGULATIONS**

AUF General Regulations; art. 98

**LANGUAGE**

Spanish

**KEYWORDS**

Nulla poena sine lege clara

**CASELAW CITED**/ **Appeal, time limit:** TAS 2021/A/7910; TAS 2021/A/8494; TAS 2022/A/8566./ **Sanctions, clear and precise:** CAS 2008/A/1617; CAS 2020/A/7008.**ORIGIN**

Asociación Uruguaya de Fútbol Appeals Committee, appeals

**Main issue**

Is a point deduction sanction applicable when a player lacking the “carné del deportista” plays in an AUF competition? No, the AUF applicable rules are not sufficiently clear to allow a point deduction sanction.

**TAS 2023/A/9786****Boston River SAD c. Liverpool Fútbol Club****Before the Court of Arbitration for Sport**

- / **28 August 2023:** Boston filed statement of appeal
- / **6 September 2023:** Liverpool objected to admissibility
- / **6 September 2023:** AUF waived intervention
- / **11 September 2023:** Boston filed comments
- / **18 September 2023:** Boston filed appeal brief
- / **September 2023:** panel constituted
- / **5 October 2023:** Liverpool filed answer
- / **13 October 2023:** CAS Court Office forwarded order of procedure to the parties
- / **14 November 2023:** panel held hearing
- / **23 November 2023:** panel issued operative part
- / **18 February 2025:** panel issued reasoned award

## Background

The parties played a match on 28 April 2023 for the season 2023 of the Torneo Apertura del Campeonato de Primera División, which is organized by the Asociación Uruguaya de Fútbol. Liverpool won the match 3-1 and, in its lineup, it included the player Rodrigo Rivero. Later, AUF discovered that the player had played the match without its “carné del deportista”, which is a mandatory document in accordance with Uruguayan law. As such, the AUF Executive Board decided to award the match’s points to Boston on 8 May 2023. Liverpool appealed the AUF Executive Board decision before AUF Appeals Committee, which considered it lacked jurisdiction on 16 June 2023 and referred the case to the AUF Dispute Resolution Chamber. On 10 July 2023, the AUF DRC confirmed the AUF Executive Board decision. Liverpool appealed the AUF DRC decision before the AUF Appeals Committee, which set aside the AUF DRC decision on 7 August 2023. The AUF Appeals Committee notified its decision on 7 August 2023.

Boston filed its appeal with CAS requesting that the panel set aside the Asociación Uruguaya de Fútbol Appeals Committee decision. Liverpool filed its answer requesting that the panel uphold the Asociación Uruguaya de Fútbol Appeals Committee decision.

## » TAS 2023/A/9786 Boston River SAD c. Liverpool Fútbol Club

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Boston is dismissed; and (b) the Asociación Uruguaya de Fútbol Appeals Committee decision is confirmed.

#### Main issue

The panel reasons that it is necessary for disciplinary regulations to be clear, unequivocal, and specific regarding the conducts that constitute an infringement to apply the corresponding sanction based on the principles of predictability and legality. In addition, the panel reasons that point deduction is a sanction that must be applied restrictively and in consideration of the pro competition principle. As such, the rules must be sufficiently clear when prescribing a point deduction sanction for it to be applied. The panel notes that applicable AUF rules are unclear on that sense. The panel decides that the lack of the “carné del deportista” does not lead to a point deduction sanction.



**CAS 2021/A/7789****Kacper Falon v. Polish Anti-Doping Agency & World Anti-Doping Agency (WADA)**Reference number: [CAS 2021/A/7789](#)

Award date: 20 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

**Player**  
**Kacper Falon**

**LEGAL TEAM**

Uniger Gliniewicz and Partners Law Firm | Warsaw, Poland  
Marcin Ungier and Maciej Bielecki

**SOLE ARBITRATOR**

**Jeffrey G. Benz**  
Attorney-at-Law and Barrister in London, United Kingdom

**RESPONDENT N.1**

**Agency**  
**Polish Anti-Doping Agency**

**LEGAL TEAM**

Polish Anti-Doping Agency | Warsaw, Poland

**RESPONDENT N.2**

**Agency**  
**World Anti-Doping Agency**

**LEGAL TEAM**

World Anti-Doping Agency | Montreal, Canada  
**Ross Wenzel**  
Kellerhals Carrard | Lausanne, Switzerland  
Adam Taylor and Anton Sotir

**CATEGORY**

**Procedural**

**ISSUES**

Jurisdiction

**RELEVANT RULES & REGULATIONS**

POLADA ADR; art. 13

**LANGUAGE**

English

**KEYWORDS**

Lack of jurisdiction

**CASELAW CITED**

None

**ORIGIN**

**POLADA Disciplinary Panel of the Second Instance, appeal**

**Main issue**

Does CAS have jurisdiction? No, CAS does not have jurisdiction.

**CAS 2021/A/7789****Kacper Falon v. Polish Anti-Doping Agency & World Anti-Doping Agency (WADA)****Before the Court of Arbitration for Sport**

- / **2 March 2021:** player filed statement of appeal
- / **28 June 2021:** sole arbitrator appointed
- / **9 July 2021:** WADA objected to jurisdiction
- / **12 July 2021:** POLADA objected to jurisdiction
- / **5 August 2021:** player filed submission
- / **30 December 2021:** sole arbitrator decided to bifurcate
- / **2 February 2022:** sole arbitrator decided not to hold hearing
- / **20 February 2025:** sole arbitrator issued award

## Background

On 16 October 2019, the player received intravenous transfusion as directed by his club and the club's coach. The Polish Commission Against Doping in Sport initiated disciplinary proceedings against the player and on 5 December 2019, the player was temporarily suspended. On 11 December 2019, POLADA's Disciplinary Panel of First Instance accepted the player's explanations and admissions as credible and, considering the player's background, it limited the player's sanction to a six-month ineligibility. On 20 May 2020, WADA lodged an appeal to the POLADA Disciplinary Panel of the Second Instance (POLADA Panel). The POLADA Panel held a hearing on 15 January 2021 and issued its decision on 20 January 2021, determining a four-year period of ineligibility. The POLADA Panel notified its decision's grounds on 9 February 2021.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the POLADA Panel's decision. POLADA and WADA filed their respective answers requesting that the sole arbitrator uphold the POLADA Panel's decision.

## » CAS 2021/A/7789 Kacper Falon v. Polish Anti-Doping Agency & World Anti-Doping Agency (WADA)

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) CAS has no jurisdiction to hear the appeal filed by the player.

#### Main issue

The sole arbitrator reasons that for CAS to have jurisdiction over a dispute, there must be a specific disposition in that sense. The sole arbitrator notes that there is no disposition granting CAS jurisdiction over doping matter in accordance with the POLADA ADR. The sole arbitrator decides that CAS has no jurisdiction to hear the appeal filed by the player.

# TAS 2022/A/8799

## Kenneth Zseremeta v. Federación Venezolana de Fútbol

Reference number: [TAS 2022/A/8799](#)

Award date: 24 February 2025

Seat of arbitration: Lausanne, Switzerland



### APPELLANT

Coach

Kenneth Zseremeta



Panama

#### LEGAL TEAM

Pablo Bruera | La Plata, Argentina

### RESPONDENT



Member association

Federación Venezolana de Fútbol



Venezuela

#### LEGAL TEAM

Raúl Márquez | Caracas, Venezuela

### SOLE ARBITRATOR

Diego Ferrari | Attorney-at-law in Buenos Aires, Argentina



#### CATEGORY

Ethics

#### ISSUES

Sanction

#### RELEVANT RULES & REGULATIONS

VFF CED, ed. 2012; art. 24

#### LANGUAGE

Spanish

#### KEYWORDS

Sexual harassment

#### CASELAW CITED

- / **Burden of proof, allocation:** CAS 2011/A/2426; CAS 2017/A/5003.
- / **De novo review, scope:** CAS 2008/A/1454; CAS 2015/A/3923; CAS 2016/A/4745; CAS 2017/A/5127; CAS 2021/A/8058; CAS 2022/A/8695.
- / **Disciplinary proceedings, legal nature:** ATF 4A\_178/2014; CAS 2022/A/9651.
- / **Evidence, oral testimony:** ACAS 2019/A/6388.
- / **Standard of proof, comfortable satisfaction:** CAS 2014/A/3625; CAS 2016/A/4650; CAS 2018/A/5920.
- / **Standard of proof, degree of satisfaction:** CAS 2011/A/2490; CAS 2014/A/3625; CAS 2016/A/4650; CAS 2018/A/5920.
- / **Standard of proof, lacunae:** CAS 2011/A/2625; CAS 2016/A/4501; CAS 2017/A/5003.
- / **Vulnerable witness, testimony:** CAS 2019/A/6388; CAS 2019/A/6669.

### ORIGIN

Venezuelan Football Federation Ethics Committee, appeal

#### Main issue

Which party has the burden of proof? It is the member association that has the burden of proof regarding the decision its Ethics Committee has rendered.

**TAS 2022/A/8799****Kenneth Zseremeta v. Federación Venezolana de Fútbol****Before the Court of Arbitration for Sport**

- / **11 April 2022:** coach filed statement of appeal and request for stay
- / **5 May 2022:** coach filed appeal brief
- / **8 May 2022:** member association filed answer to request
- / **30 May 2022:** member association filed answer
- / **10 June 2022:** request for stay rejected
- / **31 August 2022:** sole arbitrator decided not to hold hearing
- / **1 September 2022:** CAS Court Office forwarded order of procedure to the parties
- / **5 September 2022:** coach filed new evidence
- / **7 September 2022:** member association objected
- / **9 September 2022:** coach filed comments
- / **12 September 2022:** member association filed comments
- / **8 March 2023:** coach filed submission
- / **14 March 2023:** member association filed submission
- / **5 April 2023:** coach filed new evidence
- / **14 April 2023:** member association objected
- / **27 August 2024:** coach filed new requests
- / **12 September 2024:** coach withdrew new requests
- / **19 December 2024:** coach filed new evidence
- / **27 December 2024:** member association objected
- / **17 January 2025:** coach filed submissione
- / **22 January 2025:** member association objected
- / **23 January 2025:** coach filed comments
- / **24 February 2025:** sole arbitrator issued award

## Background

On 5 October 2021, 24 players of the Federación Venezolana de Fútbol women's team issued a statement posted on social media in which they accused the coach of discrimination, physical and psychological harassment, as well as sexual harassment and abuse from 2013 to 2017. On 7 October 2021, the investigatory body of the VFF Ethics Committee opened investigatory proceedings and Bolivarian Republic of Venezuela Public Prosecutor's Office issued an arrest warrant against the coach. On 13 October 2021, the VFF Ethics Committee's investigatory body submitted its report to the VFF Ethics Committee's instruction body. The VFF Ethics Committee's instruction body opened discovery proceedings on 2 November 2021 and submitted its report to the VFF Ethics Committee on 4 February 2022.

On 21 February 2022, the VFF Ethics Committee opened disciplinary proceedings against the coach. On 5 April 2022, the VFF Ethics Committee rendered its decision.

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

## » TAS 2022/A/8799 Kenneth Zseremeta v. Federación Venezolana de Fútbol

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the coach is dismissed; and (b) the Venezuelan Football Federation Ethics Committee decision is confirmed.

#### Main issue

The sole arbitrator reasons that the party claiming a right based on an alleged fact shall carry the respective burden of proof. The sole arbitrator notes that the member association has the burden of proof regarding the decision its Ethics Committee has rendered, and the member association has discharged its burden of proof accordingly. In addition, the sole arbitrator notes that the coach has the burden of proof to counter the allegations and evidence produced by the member association and that the coach has failed to do so. The sole arbitrator decides that the member association's Ethics Committee decision does not warrant a review.

# CAS 2023/A/10065

**Khaled Abdullah Al-Husseini, Mandil Saad Al-Hadab & Turki Makmi Al-Dhufiri v. Youssef Karim Al-Anzi, Habas Miteb Al-Shammari, Abdullah Hajjaj Al-Alati & Abdulaziz Awaid Al-Anazi**

Reference number: [CAS 2023/A/10065](#)

Award date: 26 February 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT N. 1		RESPONDENT N. 1	
Official Khaled Abdullah Al-Husseini	 Kuwait	Official Youssef Karim Al-Anzi	 Kuwait
LEGAL TEAM Not available		LEGAL TEAM Ali Abbes and Mohamed Rokbani   Attorneys-at-Law in Monastir, Tunisia	
APPELLANT N. 2		RESPONDENT N. 2	
Official Mandil Saad Al-Hadab	 Kuwait	Official Habas Miteb Al-Shammari	 Kuwait
LEGAL TEAM Not available		LEGAL TEAM Not available	
APPELLANT N. 3		RESPONDENT N. 3	
Official Turki Makmi Al-Dhufiri	 Kuwait	Official Abdullah Hajjaj Al-Alati	 Kuwait
LEGAL TEAM Not available		LEGAL TEAM Mutlaq Aljadei and Sara Alhajali   Attorneys-at-Law in Safat, Kuwait	
SOLE ARBITRATOR		RESPONDENT N. 4	
Steven Bainbridge Lawyer in Dubai, United Arab Emirates		Official Abdulaziz Awaid Al-Anazi	 Kuwait
		LEGAL TEAM Ali Abbes and Mohamed Rokbani   Attorneys-at-Law in Monastir, Tunisia	



## CATEGORY

Other

## ISSUES

de novo review

## RELEVANT RULES & REGULATIONS

Kuwaiti NSAT procedural rules; art. 43

## LANGUAGE

English

## KEYWORDS

scope of review

## CASELAW CITED

None

## ORIGIN

Kuwaiti National Sports Arbitration Tribunal, appeal

## Main issue

Is the Kuwaiti NSAT decision valid? Yes, its decision granting an application to correct is valid.

**CAS 2023/A/10065**

**Khaled Abdullah Al-Husseini, Mandil Saad Al-Hadab & Turki Makmi Al-Dhufiri v. Youssef Karim Al-Anzi, Habas Miteb Al-Shammari, Abdullah Hajjaj Al-Alati & Abdulaziz Awaid Al-Anazi**

**Before the Court of Arbitration for Sport**

- / **15 October 2023:** appellants filed statement of appeal and request for stay
- / **22 October 2023:** appellants filed appeal brief
- / **30 October 2023:** 1st and 4th respondents objected
- / **1 November 2023:** 1st and 4th respondents filed submission
- / **4 December 2023:** sole arbitrator appointed
- / **3 January 2024:** sole arbitrator rejected request
- / **8 January 2024:** respondents filed answers
- / **22 January 2024:** sole arbitrator decided to hold online hearing
- / **21 February 2024:** CAS Court Office forwarded order of procedure to the parties
- / **29 February 2024:** sole arbitrator held online hearing
- / **14 August 2024:** sole arbitrator issued operative part
- / **26 February 2025:** sole arbitrator issued reasoned award

## Background

Al-Jahra Sports Club held a general extraordinary assembly on 2 December 2018 appointing an electoral committee. The Kuwaiti Public Authority of Sports refused to recognize the 2019 Electoral Committee elected on the club's general assembly on 20 May 2019. The club held an electoral general assembly on 12 January 2023.

The fourth respondent submitted to the Kuwaiti National Sports Arbitration Tribunal (NSAT) a claim on 17 January 2023 against a deceased official and the second appellant. The first, the second, and the third respondents filed a claim at an uncertain date against the director general of PAS and two others. Both proceedings were joined on 4 May 2023. The NSAT invalidated the club's ordinary general assembly on 4 September 2023. The respondents made a written request to NSAT to correct a material error on 20 September 2023. The NSAT granted the application to correct on 2 October 2023.

The appellants filed their appeal with CAS requesting that the panel set aside the Kuwaiti NSAT decision. The respondents filed their respective answers requesting that the sole arbitrator uphold the Kuwaiti NSAT decision.



## » CAS 2023/A/10065 Khaled Abdullah Al-Husseini, Mandil Saad Al-Hadab & Turki Makmi Al-Dhufiri v. Youssef Karim Al-Anzi, Habas Miteb Al-Shammari, Abdullah Hajjaj Al-Alati & Abdulaziz Awaid Al-Anazi

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed is dismissed.

#### Main issue

The sole arbitrator reasons that an application to correct addresses an error that is capable of correction. The sole arbitrator notes that a mere confusion regarding dates is an error capable of correction. The sole arbitrator decides that the NSAT decision valid.

**CAS 2024/A/10502****Francis Adjete v. Accra Hearts of Oak Sporting Club Limited & Ghana Football Association**Reference number: [CAS 2024/A/10502](#)

Award date: 26 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Player

**Francis Adjete**

The Netherlands

**LEGAL TEAM**

FIFPro in Hoofddorp | The Netherlands

Roy Vermeer and Yussif Alhassan Chibсах | Attorneys-at-Law

**RESPONDENT N.1**

Club

**Accra Hearts of Oak SC Limited**

Ghana

**LEGAL TEAM**

André Duarte Costa and Margarida García de Oliveira | Attorneys-at-Law in Lisbon, Portugal

**SOLE  
ARBITRATOR****Victor Bonnin Reynés**

Attorney-at-Law in Madrid, Spain

**RESPONDENT N.2**

Member association

**Ghana Football Association (GFA)**

Ghana

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

Jurisdiction; NDRC; termination

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; art. 14

**LANGUAGE**

English

**KEYWORDS**

Breach of contract

**CASELAW CITED**/ **Registration, club's refusal:** CAS 2020/A/7370.**ORIGIN****Ghana Football Association Appeals Committee, appeal****Main issue**

Should the sole arbitrator decide on the merits or refer the case back to the member association? The sole arbitrator should decide the dispute's merits.

**CAS 2024/A/10502****Francis Adjetei v. Accra Hearts of Oak Sporting Club Limited & Ghana Football Association****Before the Court of Arbitration for Sport**

- / **15 April 2024:** player filed statement of appeal and requested legal aid
- / **30 April 2024:** player filed appeal brief
- / **7 May 2024:** legal aid granted
- / **24 June 2024:** club filed answer
- / **2 July 2024:** club requested hearing
- / **11 July 2024:** sole arbitrator appointed
- / **16 July 2024:** sole arbitrator decided to hold hearing
- / **31 July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **25 October 2024:** club withdrew request for hearing
- / **October 2024:** sole arbitrator decided not to hold hearing
- / **26 February 2025:** sole arbitrator issued award

## Background

The player and the club signed an employment agreement on 2 February 2023. The player sent a notice to the club on 31 August 2023 alleging breach of contract and requesting that the club register the player as a professional footballer. The player sent a second notice to the club on 5 September 2023. The player issued a notice terminating the employment contract with just cause on 14 September 2023.

The Professional Footballers Association of Ghana, on behalf of the player, sued the club at the Ghana Football Association Players' Status Committee for breach of contract. The GFA PSC rendered its decision on 1 December 2023. The PFAG appealed the GFA PSC decision before the GFA Appeals Committee. The GFA AC rendered its decision on 26 February 2024 confirming the GFA PSC. The GFA AC notified its decision's grounds on 26 March 2024.

The player filed its appeal with CAS requesting that the sole arbitrator set aside the Ghana Football Association Appeals Committee decision. The club filed its answer requesting that the sole arbitrator uphold the Ghana Football Association Appeals Committee decision. The member association did not file its answer.

## » CAS 2024/A/10502 Francis Adjetei v. Accra Hearts of Oak Sporting Club Limited & Ghana Football Association

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is upheld; (b) the Ghana Football Association Appeals Committee decision is set aside.

#### Main issue

The sole arbitrator reasons that he must consider two key factors to decide whether to rule on the merits of a case or remit the matter back to the member association for adjudication: (1) the practicality and efficiency for remitting the case; and (2) the sufficiency of evidence available for issuing a decision directly. The sole arbitrator notes that remitting the dispute to the member association's internal bodies would result in undue delays and uncertainty for the player. In addition, the sole arbitrator notes that the principle of procedural economy supports resolving the dispute at CAS directly. Moreover, the sole arbitrator notes that the evidence submitted by the player and the club is sufficient to decide the merits of the case and that the parties have actively participated in the proceedings, presenting arguments and evidence. The sole arbitrator decides to decide the merits of the dispute directly at CAS.

# TAS 2024/A/10407

## Servette Football Club 1890 SA c. Swiss Football League (SFL)

Reference number: [TAS 2024/A/10407](#)

Award date: 26 February 2025

Seat of arbitration: Lausanne, Switzerland



### APPELLANT



Club

Servette Football Club 1890 SA



Switzerland

#### LEGAL TEAM

Lévy Kaufmann-Kohler | Geneva, Switzerland

Antonio Rigozzi and Patrick Pithon | Attorneys-at-law

### RESPONDENT



Member association

Swiss Football League (SFL)



Switzerland

#### LEGAL TEAM

Kellerhals Carrard | Bern, Switzerland

Philippe Frésard | Attorney-at-law

### SOLE ARBITRATOR

Despina Mavromati | Attorney-at-law in Lausanne, Switzerland



#### CATEGORY

Employment, Status &amp; Transfer

#### ISSUES

Registration

#### RELEVANT RULES & REGULATIONS

Regulations on Player Eligibility of the SFL; art. 18

#### LANGUAGE

French

#### KEYWORDS

Squad list; transfer window

#### CASELAW CITED

/ De novo review, scope: TAS 2012/A/2720.

/ Proceedings, excessive formalism: TSFT 4A\_254/2023; CAS 2022/A/8594.

/ Proceedings, regulation: SFT 4A\_238/2018; SFT 4A\_254/2023.

/ Sports, personality rights: ATF 136 III 410

### ORIGIN

Swiss Football League Transfer Committee, appeal

#### Main issue

Did the club suffer an infringement of its personality rights in an unlawful manner? No, squad list requirements and deadlines applicable to submit them do not constitute an infringement on the club's personality rights.

**TAS 2024/A/10407**

Servette Football Club 1890 SA c.  
Swiss Football League (SFL)Football  
Association

**Before the Court of Arbitration  
for Sport**

- / **8 March 2024:** club filed statement of appeal and requested expedited proceedings
- / **20 March 2024:** sole arbitrator appointed
- / **20 March 2024:** CAS Court Office forwarded order of procedure to the parties
- / **22 March 2024:** sole arbitrator held hearing
- / **28 March 2024:** sole arbitrator issued operative part
- / **26 February 2025:** sole arbitrator issued reasoned award
- / **26 February 2025:** sole arbitrator issued award

## Background

During the Swiss Football League's winter transfer period from 15 January to 15 February 2024, the Club failed to meet the deadline for submitting player removal and addition requests in accordance with the SFL Regulations on Player Eligibility. On 20 February 2024, the club filed a request before the SFL Transfer Committee to change its squad list. The SFF Transfer Committee rejected the club's request on 27 February 2024.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the Swiss Football League Transfer Committee decision. The member association filed its answer requesting that the sole arbitrator uphold the Swiss Football League Transfer Committee decision.

## » TAS 2024/A/10407 Servette Football Club 1890 SA c. Swiss Football League (SFL)

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; and (b) the Swiss Football League Transfer Committee decision is confirmed.

#### Main issue

The sole arbitrator reasons that an infringement of personality rights under Swiss law is unlawful when it is not justified by the consent of the victim, by overriding public or private interest, or by law. In addition, the sole arbitrator reasons that this guarantee encompasses the essential values of a person by virtue of their mere existence. As such, the sole arbitrator reasons that this guarantee includes in competitive sports the right to: (1) health; (2) physical integrity; (3) professional recognition; and (4) sporting integrity. Moreover, the sole arbitrator reasons that such guarantee also includes the following rights in professional sports: (5) economic development and fulfilment. The sole arbitrator notes squad list requirements and the deadline applicable for its submission are designed to ensure the integrity of a competition. In addition, the sole arbitrator notes that the club is a member of the Swiss Football League, and that the deadline is applicable to all other members equally. The sole arbitrator decides that the club has not shown that it has suffered an infringement of its personality rights in an unlawful manner.

**TAS 2024/A/10528****FAF & Union Sportive Medina d'Alger c. CAF & Renaissance Sportive Berkane & FRMF**Reference number: [TAS 2024/A/10528](#)

Award date: 26 February 2025

Seat of arbitration: Lausanne, Switzerland



APPELLANT		RESPONDENT	
 <b>Member association</b> Fédération Algérienne de Football (FAF)	 Algeria	 <b>Confederation</b> Confédération Africaine de Football (CAF)	 Egypt
 <b>Club</b> Club Union Sportive Medina d'Alger	 Algeria	 <b>Member association</b> Fédération Royale Marocaine de Football	 Morocco
<b>LEGAL TEAM</b> Solacy Avocats AARPI   Paris, France Arnaud Constans Morgan Sports Law   London, United Kingdom William Sternheimer		 <b>Club</b> Renaissance Sportive de Berkane	 Morocco
<b>AD HOC CLERK</b> Court of Arbitration for Sport in Lausanne, Switzerland Stéphanie De Dycker   clerk		<b>LEGAL TEAM</b> Libra Law in Lausanne   Switzerland Jorge Ibarrola and Monia Karmass Naciri & associés A&O Shearman   Casablanca, Morocco Yassir Ghorbal   Attorney-at-law Yassir Ghorbal, Naoufal Achergui and Abdellah Regragi	
<b>PANEL</b> <b>President.</b> Carmen Núñez-Lagos Attorney-at-law in Paris, France		<b>Arbitrator.</b> Philippe Sands KC Professor/attorney-at-law in London, United Kingdom	<b>Arbitrator.</b> Thomas Clay Professor/attorney-at-law in Paris, France

**CATEGORY**

Disciplinary

**ISSUES**

De novo review; discrimination

**RELEVANT RULES & REGULATIONS**

CAF Statutes and regulations

**LANGUAGE**

French

**KEYWORDS**

Equipment regulations; jersey; legality; political neutrality; scope of review

**CASELAW CITED**

/ **De novo review, scope:** TAS 2006/A/1206; TAS 2019/A/6483; CAS 2021/A/7948; TAS 2021/A/8413; TAS 2022/A/8795.

/ **Locus standi, standing to appeal:** CAS 2022/A/9325.

/ **Sanction, review:** CAS 2021/A/8296; CAS 2022/A/8708; CAS 2022/A/8865, 8866, 8867 & 8868.

**ORIGIN**

Confédération Africaine de Football Appeals Committee, appeal

**Main issue n.1**

Does AFF have standing to appeal? Yes, AFF has standing to appeal.

**Main issue n.2**

Does CAF have the duty to respect and implement political neutrality as a rule in the jerseys of teams playing its competitions? Yes, CAF has such duty.



**TAS 2024/A/10528****FAF & Union Sportive Medina d'Alger  
c. CAF & Renaissance Sportive  
Berkane & RMFF****Before the Court of Arbitration  
for Sport**

- / **26 April 2024:** appellants filed statement of appeals
- / **26 April 2024:** appellants requested expedited proceedings and stay
- / **26 April 2024:** request for stay rejected
- / **30 April 2024:** appellants filed appeal brief
- / **3 May 2024:** respondents objected
- / **3 May 2024:** request for expedited proceedings rejected
- / **9 August 2024:** RMFF and Berkane filed answer
- / **16 August 2024:** CAF filed answer
- / **19 August 2024:** panel constituted
- / **16 September 2024:** appellants filed submission
- / **23 September 2024:** panel decided to hold hearing
- / **3 October 2024:** clerk appointed
- / **8 October 2024:** CAS Court Office forwarded order of procedure to the parties
- / **24 October 2024:** appellants filed new evidence
- / **13 November 2024:** panel held hearing
- / **26 February 2025:** panel issued award

## Background

The clubs qualified for the group stage of the 2023/2024 CAF Confederation Cup and faced each other in one of the semi-finals, which Berkane won. Berkane's kit for the first leg match featured a geographical map of Morocco that included Western Sahara. On 16 April 2024, before the first leg match, the Algerian Football Federation wrote to CAF expressing its concerns and requested that CAF act against an unsportsmanlike conduct contrary to the competition regulations. On 19 April 2024, Algerian authorities confiscated Berkane's kits. The Royal Moroccan Football Federation informed CAF about the developing situation and stated that the team would not be able to play the match without its kit. A few hours later, CAF informed the RMFF that the AFF had confirmed that Berkane's kit could cross the border, except for the jerseys that displayed the map. CAF urged RMFF to comply. On 20 April 2024, CAF administration referred AFF's request to the CAS Interclub Competitions Organization Committee and the Club Licensing System Management (Interclub Committee). The CAF Interclub Committee notified AFF of its decision on the same date. AFF wrote to CAF Cup Manager and CAF Secretary-General later the same date and informed CAF that several sets of Berkane's jerseys without the maps would be made available to Berkane to ensure the first leg match would take place in time. Meanwhile, AFF appealed the Interclub Committee decision.

On 21 April 2024, the CAS Secretariat of Jurisdictional Bodies acknowledged receipt of AFF's appeal and informed it that the appeal would be submitted to the competent body that same day. On the same date, the CAF Appeals Committee held a hearing and rendered the operative part of its decision. On the same date, CAF notified the grounds of its Appeals Committee decision, which is the appealed decision in these proceedings before CAS.

On 21 April 2024, the clubs were to play the first leg match. Berkane's officials refused to play due to the disputed jerseys with the map, which had not been returned to them, and refused to wear the jerseys provided to them by AFF. CAF officials called off the match. The CAF Interclub Committee rendered a decision regarding the match on 24 April 2024. Medina appealed the decision before the CAF Appeals Committee, which dismissed Medina's appeal on 26 April 2024. The CAF Appeals Committee notified its decision's grounds on 30 April 2024. AFF and Medina filed a statement of appeal before CAS on 7 May 2024.

The clubs did not play their second leg match scheduled to take place on 28 April 2024. The CAF Interclub Committee sanctioned Medina with a forfeit of 0-3 for the first leg match on 1 May 2024. Medina appealed the decision before CAF Appeals Committee on 5 May 2024. The CAF Appeals Committee dismissed Medina's appeal on 22 July 2024. AFF and Medina filed statement of appeals before CAS on 29 July 2024.

The appellants filed their respective appeals with CAS requesting that the panel set aside the CAF Appeals Committee decision. The respondents filed their respective answers requesting that the panel uphold the CAF Appeals Committee decision.

## » TAS 2024/A/10528 FAF & Union Sportive Medina d'Alger c. CAF & Renaissance Sportive Berkane & FRMF

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the Medina is inadmissible; (b) the appeal filed by the member association is upheld; and (c) the CAF Appeals Committee decision is set aside.

#### Main issue n.1

The panel reasons the concept of legal standing is equivalent to interest to act and must be examined at the admissibility stage as it is distinct from the capacity to act, which is a substantive issue. In addition, the panel reasons that an interest worthy of protection requires an interest in obtaining the annulment or modification of the challenged decision and must be present both at the time of the appeal and at the time of the ruling. Moreover, the panel reasons that the exceptions to this general rule are: (1) when a dispute may reoccur at any time under similar circumstances; (2) its brief duration would systematically prevent the responsible authority from verifying the legality of the solution; and (3) due to its principle-based relevance. The panel reasons that such exceptions are based on a sufficiently significant public interest in resolving the disputed issue. The panel notes that AFF has an interest worthy of protection in obtaining the annulment of the appealed decision as it is a member of CAF and the recipient of the appealed decision. As such, the panel notes that AFF has a sporting and financial interest in ensuring that its affiliated clubs achieve the best possible performances in competitions, particularly international competitions. Furthermore, the panel notes that the appealed decision is the root cause of the dispute. The panel decides AFF has standing to appeal.

#### Main issue n.2

The panel reasons that football stakeholders, especially member associations and confederations, have a duty to respect and implement political neutrality as a rule. In addition, the panel reasons that allowing political messages in general, especially in players' jerseys, blatantly contradict the principle of political neutrality, which serves as basis to the Laws of the Game. The panel notes that the image of a territorial map of Morocco on a jersey that includes Western Sahara is a political propaganda as it represents the assertion of territorial sovereignty that remains disputed and unresolved on the international stage. In addition, the panel notes that such image is prohibited within CAF competitions. The panel decides that CAF initial decision violates the principles of political neutrality and legality.

**TAS 2023/A/10194****Escuela Municipal Deportivo Binacional FC c. Federación Peruana de Fútbol**Reference number: [TAS 2023/A/10194](#)

Award date: 27 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

**Escuela Municipal Deportivo Binacional**

Peru

**LEGAL TEAM**César Mauricio Giraldo Hernández and Carlos Alberto Buitrago  
Londroño | attorneys-at-law in the USA**RESPONDENT**

Member association

**Federación Peruana de Fútbol**

Peru

**LEGAL TEAM**Lucas Ferrer, Luis Torres and Nicole Santiago | Attorneys-at-law in  
Barcelona, Spain**PANEL****President.****Anna Peniche**

Attorney-at-law in Mexico City, Mexico

**Arbitrator.****Juan Pablo Arriagada Aljaro**

Attorney-at-law in Santiago, ChileKingdom

**Arbitrator.****Ernesto Gamboa**

Attorney-at-law in Bogotá, Colombia

**CATEGORY**

Disciplinary

**ISSUES**

Club licensing

**RELEVANT RULES & REGULATIONS**

FPF Club Licensing Regulations

**LANGUAGE**

Spanish

**KEYWORDS**

Issuance of licensel neutrality; scope of review

**CASELAW CITED**/ **Due process, right to be heard:** TAS 2015/A/4291;  
TAS 2019/A/6635./ **Locus standi, affected parties:** TAS 2020/A/7096./ **Locus standi, issue of merits:** TAS 2016/A/444; TAS  
2020/A/7096; TAS 2020/A/7356./ **Locus standi, standing to be sued:** TAS  
2008/A/1620; TAS 2007/A/1367; TAS 2012/A/3032**ORIGIN**

Federación Peruana de Fútbol Licensing Tribunal, appeal

**Main issue**

Can the panel grant the club's request for relief? No, the panel cannot grant the club's request for relief as Sport Boys Association should have been designated as a respondent.

**TAS 2023/A/10194**

Escuela Municipal Deportivo  
Binacional FC c. Federación  
Peruana de Fútbol

**Before the Court of Arbitration  
for Sport**

- / **5 December 2023:** club filed statement of appeal
- / **19 December 2023:** club filed request for provisional measures
- / **20 December 2023:** club filed appeal brief
- / **8 January 2024:** Ayacucho and Porres requested to intervene
- / **15 January 2024:** member association filed answer
- / **16 January 2024:** panel constituted
- / **16 January 2024:** club objected
- / **19 January 2024:** member association objected
- / **22 January 2024:** panel rejected provisional measures
- / **12 February 2024:** panel rejected intervention
- / **20 February 2024:** Ayacucho filed request for reconsideration
- / **21 February 2024:** CAS Court Office forwarded order of procedure to the parties
- / **22 February 2024:** member association objected
- / **4 March 2024:** panel rejected request for reconsideration
- / **12 March 2024:** panel held hearing
- / **4 April 2024:** panel issued operative part
- / **27 February 2025:** panel issued reasoned award

## Background

The club made a request to the Federación Peruana de Fútbol Licensing Tribunal on 13 November 2023 relating to the club Sport Boys Association. The FPF Licensing Tribunal issued a decision regarding an appeal filed by Sport Boys on 14 November 2023. The FPF Licensing Department decided that the club's request was inadmissible as the FPF Licensing Tribunal had already decided on the Sport Boys' infringements to the FPF Club Licensing Regulations. The club filed another request before the FPF Licensing Committee on 27 November 2023. The FPF Licensing Department dismissed the request.

The club filed its appeal with CAS requesting that the panel set aside the Federación Peruana de Fútbol Licensing Tribunal decision. The member association filed its answer requesting that the panel uphold the Federación Peruana de Fútbol Licensing Tribunal decision.

## » TAS 2023/A/10194 Escuela Municipal Deportivo Binacional FC c. Federación Peruana de Fútbol

### MAIN LEGAL FINDINGS

The panel decided that the appeal filed by the club is dismissed.

#### Main issue

The panel reasons that a party has standing to be sued in a proceeding before CAS when any other has directed a claim against it or when a request for relief affects a direct interest of such party. The panel notes that the club's request for relief affect the Sports Boys Association directly. As such, the panel notes that Sport Boys Associations should have been summoned to the appeals proceedings as a respondent. The panel decides that the club's appeal is dismissed.

**CAS 2023/A/10014****Morten Beck Guldsméd v. The Football Association of Iceland & The Football Department of FH**Reference number: [CAS 2023/A/10014](#)

Award date: 28 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Player

**Morten Beck Guldsméd**

Iceland

**LEGAL TEAM**

Kristinn Björgúlfsson | Hafnarfjörður, Iceland

**RESPONDENT N.1**

Member association

**The Football Association of Iceland**

Iceland

**LEGAL TEAM**

Jón Gunnar Ásbjörnsson | Attorney-at-law in Reykjavík, Iceland

**SOLE ARBITRATOR****Lars Nilsson**

Attorney-at-Law in Stockholm, Sweden

**RESPONDENT N.2**

Club

**The Football Department of FH**

Iceland

**LEGAL TEAM**

Ingibjörg Palmadóttir | Attorney-at-law in Reykjavík, Iceland

**CATEGORY**

Procedural

**ISSUES**

Admissibility

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R49

**LANGUAGE**

English

**KEYWORDS**

Time limit

**CASELAW CITED**/ **Final and binding decision, merits:** TCAS 2019/A/6677./ **Exhaustion of internal legal remedies, admissibility:** CAS 2002/A/409; CAS 2003/A/443; CAS 2011/A/2670; CAS 2013/A/3272; CAS 2021/A/8034.**ORIGIN**

Football Association of Iceland Court of Appeal, appeal

**Main issue**

Is the appeal filed by the player admissible? No, the appeal filed by the player is inadmissible.

**CAS 2023/A/10014****Morten Beck Guldsmid v. The  
Football Association of Iceland &  
The Football Department of FH****Before the Court of Arbitration  
for Sport**

- / **18 September 2023:** player filed statement of appeal
- / **29 September 2023:** club objected admissibility
- / **9 October 2023:** member association filed comments and requested bifurcation
- / **13 October 2023:** player agreed
- / **17 October 2023:** club agreed
- / **8 November 2023:** player filed appeal brief
- / **2 December 2023:** club filed answer
- / **6 December 2023:** member association filed answer
- / **6 December 2023:** sole arbitrator appointed
- / **28 February 2025:** sole arbitrator issued award

## Background

On 23 December 2019, the player and the club signed a standard Football Association of Iceland (KSI) contract. The parties disagreed whether such contract constituted an employment agreement. The parties referred the dispute to the KSI's Contracts and Transfer Committee, which rendered its decision on 10 August 2022. The player filed a complaint before the KSI Disciplinary and Ruling Committee (KSI DRC) against the club in relation to the Transfer Committee's decision. The KSI DRC issued a decision on 30 March 2023. The club filed an appeal before the KSI Court of Appeal on 4 April 2023, which confirmed the KSI DRC decision on 15 June 2023. The club submitted a letter to the KSI Court of Appeal on 15 July 2023 requesting that it lift its sanction. The KSI Court of Appeal rejected the club's request on 17 July 2023. The club submitted another letter to the KSI Court of Appeal on 25 July 2023, which accepted the club's request on 28 July 2023. The player appealed such decision on 4 August 2023 before the Court of Appeal of the National Olympic and Sports Association (ISI CA). The ISI CA dismissed the appeal on 29 August 2023.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the KSI Court of Appeal's decision. The member association and the club filed their respective answers requesting that the sole arbitrator uphold the KSI Court of Appeal's decision.

## » CAS 2023/A/10014 Morten Beck Guldsmid v. The Football Association of Iceland & The Football Department of FH

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is inadmissible.

#### Main issue

The sole arbitrator reasons that a party wishing to appeal a decision before the Court of Arbitration for Sport must exhaust internal remedies first. In addition, the sole arbitrator reasons that it is not necessary to exhaust all legal remedies, but only the legal remedies available under the applicable regulations. The sole arbitrator notes the player failed to file its appeal in a timely manner. The sole arbitrator decides that the appeal is inadmissible.



**CAS 2024/A/10330****Nasouh Nakdahli v Al-Wahda Club and Syrian Football Association**Reference number: [CAS 2024/A/10330](#)

Award date: 28 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Player

**Nasouh Nakdahli**

Syria

**LEGAL TEAM**

FIFPRO in Hoofddorp | The Netherlands

Roy Vermeer

**SOLE  
ARBITRATOR**Anthony Lo Surdo SC  
Barrister in Sydney, Australia**RESPONDENT N.1**

Club

**Al-Wahda Club**

Syria

**RESPONDENT N.2**

Member association

**Syrian Football Association**

Syria

**LEGAL TEAM**

Syrian Football Association | Damascus, Syria

Amjad Alkhalil Agha | Director of Legal Affairs

**CATEGORY**

Employment, Status &amp; Transfer

**ISSUES**

Termination

**RELEVANT RULES & REGULATIONS**

FIFA RSTP; art. 17

**LANGUAGE**

English

**KEYWORDS**

Breach of contract

**CASELAW CITED**/ **Burden of proof, allocation:** CAS 2009/A/1810 & 1811; CAS 2020/A/6796; CAS 2022/A/8763.**ORIGIN**

Syrian Football Association Dispute Resolution Chamber, appeal

**Main issue**

Does CAS have jurisdiction to hear the dispute? Yes, CAS has jurisdiction to hear an appeal regarding a Syrian Football Association Dispute Resolution Chamber decision.

**CAS 2024/A/10330****Nasouh Nakdahli v Al-Wahda Club  
and Syrian Football Association****Before the Court of Arbitration  
for Sport**

- / **8 February 2024:** player filed statement of appeal
- / **15 February 2024:** member association objected to jurisdiction
- / **20 February 2024:** player filed comments
- / **31 May 2024:** sole arbitrator appointed
- / **3 June 2024:** sole arbitrator ordered member association to produce evidence
- / **13 June 2024:** member association filed requested evidence
- / **12 July 2024:** player filed appeal brief
- / **31 July 2024:** member association filed answer
- / **6 August 2024:** club filed answer
- / **6 August 2024:** player requested exclusion of club's answer
- / **9 August 2024:** sole arbitrator decided not to hold hearing
- / **19 August 2024:** sole arbitrator decided club's answer untimely
- / **5 September 2024:** CAS Court Office forwarded order of procedure to the parties
- / **28 February 2025:** sole arbitrator issued award

## Background

The player and the club signed an employment agreement on 12 August 2023. The club did not pay the player his salaries for October and November 2023.

The player sued the club at the Syrian Football Association Dispute Resolution Chamber for breach of contract on 11 December 2023. The SFA DRC rendered its decision on 15 January 2024, partially accepting the player's claim and terminating his employment contract. The Syrian SFA notified its decision's grounds on 18 January 2024. The Kuwait Football Association, on behalf of one of its affiliated clubs, requested the player's ITC to the SFA on 19 January 2024. The SFA rejected the request stating that the SFA DRC decision had not yet become final and binding. The player submitted an objection to the SFA against its rejection of the ITC on 27 January 2024. The SFA rejected the player's rejection. The SFA DRC did not notify its decision's grounds to the player by 25 January 2024, notifying it to the player during the CAS appeals proceedings on 13 June 2024.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Syrian Football Association Dispute Resolution Chamber decision. The member association filed its answer requesting that the panel uphold the Syrian Football Association Dispute Resolution Chamber decision. The club filed its answer late.

## » CAS 2024/A/10330 Nasouh Nakdahli v Al-Wahda Club and Syrian Football Association

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is partially upheld; and (b) the Syrian Football Association Dispute Resolution Chamber decision is amended.

#### Main issue

The sole arbitrator reasons that the party wishing to appeal a SFA DRC decision before CAS must exhaust internal legal remedies first. The sole arbitrator notes that the SFA has not disputed whether the player has exhausted the internal legal remedies first. The sole arbitrator decides that CAS has jurisdiction to hear the appeal.

**TAS 2022/A/8971****Club Libertad F.C. c.  
LigaPro**Reference number: [TAS 2022/A/8971](#)

Award date: 26 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Club  
Club Libertad F.C.**

Ecuador

**LEGAL TEAM****Santiago José Zambrano Solano** | Attorney-at-law in  
Samborondón, Ecuador**RESPONDENT****League  
LigaPro**

Ecuador

**LEGAL TEAM****Lucas Ferrer** | Attorneys-at-law in Barcelona, Spain  
**Luis Torres** | Attorneys-at-law in Barcelona, Spain**SOLE ARBITRATOR****Diego Ferrari** | Attorney-at-law in Buenos Aires, Argentina**CATEGORY**

Disciplinary

**ISSUES**

locus standi; sanction

**RELEVANT RULES & REGULATIONS**

FEF Disciplinary Commission Regulations, ed. 2022; art. #

**LANGUAGE**

Spanish

**KEYWORDS**

Joinder; standing to sue; validity; vertical dispute

**CASELAW CITED**

- / **Appeal, respondent's identification:** CAS 2018/A/5565; CAS 2018/A/5582 & 5589; CAS 2018/A/5621; CAS 2020/A/7002.
- / **Locus standi, affected party:** CAS 2015/A/4310; TAS 2016/A/4443 & 4444; CAS 2019/A/6233; CAS 2020/A/6922.
- / **Locus standi, mandatory affected party:** CAS 2013/A/3228; TAS 2016/A/4443 & 4444; TAS 2019/A/6609; TAS 2020/A/6922.
- / **Locus standi, standing to sue:** CAS 2007/A/1367; CAS 2008/A/1620; CAS 2012/A/3032; TAS 2016/A/4443 & 4444; CAS 2021/A/8404 & 8405.
- / **Locus standi, vertical and horizontal disputes:** CAS 2015/A/4310; CAS 2018/A/5799.
- / **Locus standi, vertical disputes:** CAS 2007/A/1370 & 1376; TAS 2019/A/6297.
- / **Type of dispute, vertical:** CAS 2016/A/4443 & 4444; CAS 2019/A/6233; CAS 2020/A/7144; CAS 2022/A/8758 & 8759.

**ORIGIN****Centro de Arbitraje y Conciliación de la Cámara de  
Comercio de Guayaquil Appeals Committee, appeal****Main issue n.1**

Can the sole arbitrator rectify the appellant's designated respondent? Yes, the sole arbitrator can rectify the appellant's designated respondent in cases that there is a clear error and that the true respondent can be properly identified in the appellant's submissions.

**Main issue n.2**

Can the sole arbitrator grant the club's request for relief? No, the sole arbitrator cannot grant the club's request for relief as CD América should have been designated as a respondent.

**TAS 2022/A/8971****Club Libertad F.C. c.  
LigaPro****Before the Court of Arbitration  
for Sport**

- / **16 June 2022:** club filed statement of appeal
- / **30 June 2022:** club filed appeal brief
- / **27 July 2022:** CD America requested to intervene as amicus curiae
- / **28 July 2022:** league filed amicus curiae brief
- / **29 July 2022:** CAS Court Office certified original respondent did not file answer
- / **5 August 2022:** league filed original respondent's submission
- / **1 September 2022:** sole arbitrator appointed
- / **26 September 2022:** CD America requested to intervene as interested party
- / **13 October 2022:** sole arbitrator decided league as respondent
- / **13 October 2022:** sole arbitrator excluded original respondent
- / **13 October 2022:** sole arbitrator decided CD America as interested party
- / **14 October 2022:** league objected
- / **28 October 2022:** CD America filed submission
- / **8 November 2022:** club filed comments
- / **10 November 2022:** club filed evidence
- / **11 November 2022:** CD America filed submission
- / **15 November 2022:** sole arbitrator decided not to hold hearing
- / **16 November 2022:** CAS Court Office forwarded order of procedure to the parties
- / **18 November 2022:** club filed brief
- / **21 November 2022:** league filed brief
- / **21 November 2022:** CD America filed brief
- / **22 November 2022:** sole arbitrator excluded CD America's brief
- / **28 November 2022:** league refused to sign order of procedure
- / **28 February 2025:** sole arbitrator issued award

## Background

CD América appealed a disciplinary decision before the Ecuadorian Football Federation Disciplinary Committee on 19 May 2022 requesting a sanction on the club for improper line-up. On 20 May 2022, the EFF DC rendered its decision and sanction the club. On 25 May 2022, the club filed its appeal before the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil Appeals Committee. On 7 June 2022, the CAC-CCG Appeals Committee issued its award, confirming the EFF DC decision.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil Appeals Committee decision. The league filed its answer requesting that the sole arbitrator uphold the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil Appeals Committee decision.

## » TAS 2022/A/8971 Club Libertad F.C. c. LigaPro

### MAIN LEGAL FINDINGS

**The sole arbitrator decided that: (a) the appeal filed by club is dismissed; and (b) the Centro de Arbitraje y Conciliación de la Cámara de Comercio de Guayaquil Appeals Committee decision is confirmed.**

#### Main issue n.1

The sole arbitrator reasons that the CAS Code established that an appellant must expressly indicate the name and full address of the respondent(s), which cannot be subsequently amended. In addition, the sole arbitrator reasons that the respondent's designation may be rectified when there is a clear error in naming the respondent and the respondent could be identified based on elements in the case file or if the appeal could not refer to any subject other than the true respondent and not to the respondent mistakenly mentioned. The sole arbitrator reasons that he has the authority to make a correction if he can discern the true respondent against whom the appellant seeks to file the appeal in case there is doubt or a problem regarding the respondent named in the statement of appeal. Moreover, the sole arbitrator reasons that such correction does not imply a substitution of the respondent. The sole arbitrator notes that the club has named as the respondent the entity to which the league delegated the authority to adjudicate disciplinary cases. In addition, the sole arbitrator notes that the original respondent lacks independent legal personality as it is subject to and part of the league and that it is merely the body responsible for managing disciplinary cases while the responsibility to adjudicate disciplinary cases rests with the league even when delegating the management of these proceedings to another entity. The sole arbitrator notes that the club intended to appeal a league decision. The sole arbitrator decides that the league is the correct designation the respondent intended to make in the proceedings.

#### Main issue n.2

The sole arbitrator reasons that a party has standing to be sued in a proceeding before CAS if it has a direct interest in the arbitration proceeding because something is requested against it or if it would be affected by the decision to the extent that it should appear as a respondent. The sole arbitrator reasons that it is the entity responsible for sanctioning its affiliates and tasked with ensuring compliance with applicable regulations that have standing to be sued in disputes of a vertical nature. In addition, the sole arbitrator reasons that other parties may be deemed to have standing to be sued when the appealed decision granted a remedy or a right to such parties. As such, the sole arbitrator reasons that a party that is directly affected by the CAS decision has the right to be summoned to the proceedings to allow it to exercise its basic procedural rights. The sole arbitrator notes that CD América has a direct interest at stake and would be directly affected by the CAS decision. As such, the sole arbitrator notes that CD América should have been summoned to the appeals proceedings as a respondent. The sole arbitrator decides that he is unable to rule on the requests submitted by the club.

**TAS 2023/A/10127**

**Duglar Alexander Angarita Martínez c.  
Asociación Civil Deportivo Táchira FC &  
Federación Venezolana de Fútbol**

Reference number: [TAS 2023/A/10127](#)

Award date: 28 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player****Duglar Alexander Angarita Martínez**

Venezuela

**LEGAL TEAM****Juan de Dios Crespo** | Valencia, Spain**RESPONDENT N.1****Club****Asociación Civil Deportivo Táchira FC**

Venezuela

**LEGAL TEAM****Mario Fernández** | Táchira, Venezuela**RESPONDENT N.2****Member association****Federación Venezolana de Fútbol**

Venezuela

**LEGAL TEAM****Ivanna Fresan** | Caracas, Venezuela**SOLE  
ARBITRATOR****Margarita Echeverría Bermudez**  
Attorney-at-law in San José, Costa Rica**CATEGORY****Employment, Status & Transfer****ISSUES**

Termination

**RELEVANT RULES & REGULATIONS**Ley Orgánica del Trabajo, los Trabajadores y las  
Trabajadoras, Bolivarian Republic of Venezuela; art. 73**LANGUAGE**

Spanish

**KEYWORDS**

breach of contract

**CASELAW CITED**/ **Contractual interpretation, pacta sunt  
servanda:** CAS 2020/A/7305.**ORIGIN****Federación Venezolana de Fútbol National Dispute Resolution  
Chamber, appeal****Main issue**

Is the player entitled to outstanding remuneration and compensation?  
No, the player is not entitled to outstanding remuneration and  
compensation.

**TAS 2023/A/10127**

Duglar Alexander Angarita  
Martínez c. Asociación Civil  
Deportivo Táchira FC & Federación  
Venezolana de Fútbol

**Before the Court of Arbitration  
for Sport**

- / **6 November 2023:** player filed statement of appeal and requested legal aid
- / **7 December 2023:** player filed appeal brief
- / **18 December 2023:** legal aid granted
- / **29 January 2024:** respondents filed answers
- / **2 February 2024:** sole arbitrator appointed
- / **19 February 2024:** sole arbitrator decided to hold online hearing
- / **21 February 2024:** CAS Court Office forwarded order of procedure to the parties
- / **8 March 2024:** sole arbitrator held hearing
- / **28 February 2025:** sole arbitrator issued award

## Background

The player and the club signed an employment agreement on 1 January 2019 and two addenda on 19 June 2019 and 1 January 2021. The player suffered an injury on 16 September 2021 and underwent surgery. The <sup>\*\*</sup>National Institute of Prevention, Health, and Occupational Safety of Táchira, Venezuela, declared that the player's injury resulted in a permanent partial disability. The player underwent a second surgery on 2 June 2023 that the club paid in full. The player filed a claim on 9 August 2023 before the Federación Venezolana de Fútbol National Dispute Resolution Chamber. The FVF NDRC rendered its decision on 20 October 2023, dismissing the player's claim.

The player filed his appeal with CAS requesting that the sole arbitrator set aside the Federación Venezolana de Fútbol National Dispute Resolution Chamber decision. The club and the member association filed their respective answers requesting that the sole arbitrator uphold the Federación Venezolana de Fútbol National Dispute Resolution Chamber decision. The employment contract expired on 31 December 2021. The player sent a notice to the club requesting outstanding remuneration and compensation on 1 February 2023. The



## » TAS 2023/A/10127 Duglar Alexander Angarita Martínez c. Asociación Civil Deportivo Táchira FC & Federación Venezolana de Fútbol

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the player is dismissed; and (b) the Federación Venezolana de Fútbol National Dispute Resolution Chamber decision is confirmed.

#### Main issue

The sole arbitrator reasons that a player is entitled to remuneration when it has a valid employment agreement with the player's club. The sole arbitrator notes that the player's employment contract had already expired on the period the player seeks to claim outstanding remuneration and compensation. In addition, the sole arbitrator notes that there is no sufficient reason to consider that his employment contract had been extended. The sole arbitrator decides that the player is not entitled to outstanding remuneration and compensation.

**TAS 2024/A/10561****Olympique des Alpes SA c.  
Association Suisse de Football  
(ASF) et FC Lugano SA**Reference number: [TAS 2024/A/10561](#)

Award date: 28 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Olympique des Alpes SA (FC Sion)



Switzerland

**LEGAL TEAM**

INLAW Associés in Neuchâtel | Switzerland

Alexandre Zen-Ruffinen

**RESPONDENT N.1**

Member association

Association Suisse de Football (ASF)



Switzerland

**LEGAL TEAM**

Kellerhals Carrard in Bern | Switzerland

Philippe Frésard

**RESPONDENT N.2**

Club

FC Lugano SA



Switzerland

**LEGAL TEAM**

Blum &amp; Grob in Zurich | Switzerland

André Wahrenberger and Hans-Ulrich Kupsch

**PANEL**

**President.** **Alexander McLin**  
Attorney-at-law in Lausanne, Switzerland

**Arbitrator.** **Raphaëlle Favre Schnyder**  
Attorney-at-law in Zurich, Switzerland

**Arbitrator.** **Benoît Pasquier**  
Attorney-at-law in Zurich, Switzerland

**CATEGORY**

Disciplinary

**ISSUES**

locus standi; match replay

**RELEVANT RULES & REGULATIONS**

ASF Match Regulations

ASF Swiss Cup Regulations

**LANGUAGE**

French

**KEYWORDS**

equal treatment; legality; VAR

**CASELAW CITED**

/ **Regulatory interpretation, principles:** ATF 141 III 444; ATF 124 II 372; SFT 4A\_462/2019; CAS 2013/A/3365 & 3366; CAS 2020/A/7444; CAS 2022/A/8915, 8918, 8919 & 8920.

**ORIGIN**

ASF Disciplinary and Controle Committee, appeal

**Main issue**

Does FC Sion have standing to appeal? Yes, FC Sion has standing to appeal.

**TAS 2024/A/10561**

Olympique des Alpes SA c.  
Association Suisse de Football  
(ASF) et FC Lugano SA

**Before the Court of Arbitration  
for Sport**

- / **10 May 2024:** Sion filed statement of appeal
- / **10 May 2024:** Sion requested provisional measures and expedited proceedings
- / **13 May 2024:** member association filed comments
- / **13 May 2024:** Lugano filed comments
- / **14 May 2024:** request for expedited proceedings rejected
- / **23 May 2024:** panel constituted
- / **24 May 2024:** request for provisional measures rejected
- / **12 June 2024:** respondents objected to admissibility
- / **2 July 2024:** Sion filed comments
- / **2 October 2024:** panel decided to hold case management conference
- / **8 October 2024:** panel held case management conference
- / **31 October 2024:** panel held hearing
- / **28 February 2025:** panel issued award

## Background

On 27 April 2024, FC Sion (Olympique des Alpes SA) played against FC Lugano for the Swiss Cup semi-finals. The clubs played the match without video assistant referee (VAR), while the other semi-final between FC Winterthur and Servette FC played on 28 April 2024 had VAR assistance. FC Lugano won the match 2-0, scoring its last goal from a penalty kick awarded in the 50th minute of the match.

On 29 April 2024, FC Sion requested that the Swiss Football Association annul the match and order its replay. On 3 May 2024, the ASF Disciplinary and Controle Committee rendered its decision rejecting FC Sion's request for relief.

FC Sion filed its appeal with CAS requesting that the panel set aside the ASF Disciplinary and Controle Committee decision. The respondents filed their respective answers requesting that the panel uphold ASF Disciplinary and Controle Committee decision.

## » TAS 2024/A/10561 Olympique des Alpes SA c. Association Suisse de Football (ASF) et FC Lugano SA

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by Sion is dismissed; and (b) the ASF Disciplinary and Controle Committee decision is confirmed.

#### Main issue

The panel reasons that the CAS Code is silent on the question of legal standing and that the Swiss Federal Tribunal Act does not directly apply in this matter. However, the panel reasons that the Swiss Federal Tribunal's logic remains relevant regarding two issues: (1) the existence of present interest, i.e., not only at the time of filing the appeal but also throughout the proceedings; and (2) the risk of recurrence. The panel notes that it is difficult to ascertain whether the FC Sion's real interest remains in replaying the match after the 2024 Swiss Cup final has already been played and its winner decided on the field. Furthermore, the panel notes that the winner of the 2024 Swiss Cup, Servette FC, is not a party to these proceedings. However, the panel notes that there is a strong likelihood that the disputed situation could reoccur, and that FC Sion has continued interest in resolving this issue, which it shares with FC Lugano. As such, the panel notes that is true despite Servette FC's not being a party. The panel decides that FC Sion has standing to appeal.

# TAS 2024/A/10916

## ACB 1904 SA v. Swiss Football League

Reference number: [TAS 2024/A/10916](#)

Award date: 28 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**
 **Club**  
**ACB 1904 SA**


Switzerland

**LEGAL TEAM**

Brenno Martignoni Polti | Attorney-at-law in Bellinzona, Switzerland

**RESPONDENT**
 **League**  
**Swiss Football League**


Switzerland

**LEGAL TEAM**

Andrea Visani | Attorney-at-law in Lugano, Switzerland

**SOLE ARBITRATOR**

Michele A.R. Bernasconi | Attorney-at-law in Zurich, Switzerland

**CATEGORY**

Disciplinary

**ISSUES**

language; sanction

**RELEVANT RULES & REGULATIONS**

Swiss Football Association Match Regulations; arts. 168 and 170

**LANGUAGE**

Italian

**KEYWORDS**

legality; predictability; regulatory autonomy

**CASELAW CITED**/ **Regulatory autonomy, language of regulations:** CAS 2022/A/8708; CAS 2022/A/8731./ **Regulatory interpretation, principles:** DTF 145 III 63; DTF 141 III 195; DTF 131 III 314; SFT 4A\_600/2016.**ORIGIN**

Swiss Football League Appeals Tribunal, appeal

**Main issue**

Does the Swiss Football League need to publish its statutes and regulations in every official Swiss language? No, it does not.

**TAS 2024/A/10916****ACB 1904 SA v.  
Swiss Football League****Before the Court of Arbitration  
for Sport**

- / **24 September 2024:** club filed statement of appeal and request for stay
- / **4 October 2024:** club requested Italian as language
- / **11 October 2024:** league agreed
- / **14 October 2024:** Italian as language granted
- / **16 October 2024:** league objected to request for stay
- / **22 October 2024:** Appeals Division president rejected request for stay
- / **24 October 2024:** sole arbitrator appointed
- / **25 October 2024:** league filed answer
- / **2 December 2024:** sole arbitrator decided to hold hearing
- / **10 January 2025:** CAS Court Office forwarded order of procedure to the parties
- / **17 February 2024:** sole arbitrator held in-person hearing
- / **28 February 2025:** sole arbitrator issued award

## Background

On 20 July 2024, the club won a Season 2024/25 of the Challenge League match against FC Wil 1900. On 22 July 2024, the Swiss Football League Disciplinary Committee opened disciplinary proceedings against the club due to irregularities under the Swiss Football Association Match Regulations. On 12 August 2024, the SFL DC sanctioned the club. On 16 August 2024, the club appealed the SFL DC decision before the SFL Appeals Tribunal. On 16 September 2024, the SFL Appeals Tribunal sanctioned the club.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the Swiss Football League Appeals Tribunal decision. The league filed its answer requesting that the sole arbitrator uphold the Swiss Football League Appeals Tribunal decision.

## » TAS 2024/A/10916 ACB 1904 SA v. Swiss Football League

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; and (b) the Swiss Football League Appeals Tribunal decision is confirmed.

#### Main issue

The sole arbitrator reasons that Swiss association's law is based on the principle of association autonomy, which allows an association to self-organize freely within the limits established by law. As such, the sole arbitrator reasons that an association has the autonomy to decide in which language its various regulations should be drafted. In addition, the sole arbitrator reasons that a member of an association has associative tools within the association to contest or propose changes to its statutes and regulations at its disposal. The sole arbitrator reasons that an appeals arbitration proceeding lacks scope to review the validity of such statutes and regulations in an abstract manner. The sole arbitrator notes the Swiss Football League, and the Swiss Football Association are free to publish their statutes and regulations in any language as long as in accordance with their own statutes and regulations. The sole arbitrator decides that do not violate their statutes or regulations by not publishing an Italian version of all regulations.

# CAS 2024/A/10627

## Valmiera FC v. Latvian Football Federation

Reference number: [CAS 2024/A/10627](#)

Award date: 3 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Club**  
Valmiera FC

Latvia

**LEGAL TEAM**

Georgi Gradev and Marton Kiss | Attorneys-at-Law in Sofia, Bulgaria

**RESPONDENT****Member association**  
Latvian Football Federation

Latvia

**LEGAL TEAM**

Arturs Salnikovs | Attorney-at-Law in Riga, Latvia

**SOLE ARBITRATOR**

Mark A. Hovell | Solicitor in Manchester, United Kingdom

**CATEGORY**

Other

**ISSUES**

license; financial fair play

**RELEVANT RULES & REGULATIONS**

LFF CLR; arts. 7, 62, 64 and 65

**LANGUAGE**

English

**KEYWORDS**

issuance of license

**CASELAW CITED**

None

**ORIGIN**

Latvian Football Federation Club Licensing Appeals Board, appeal

**Main issue**

Is the issuance of a license a sanction? No, the issuance of a license is a decision whether the applicant has fulfilled the necessary conditions for the license.



**CAS 2024/A/10627****Valmiera FC v.  
Latvian Football Federation****Before the Court of Arbitration  
for Sport**

- / **27 May 2024:** club filed statement of appeal and requested expedited proceedings
- / **28 May 2024:** member association agreed
- / **29 May 2024:** expedited schedule established
- / **30 May 2024:** sole arbitrator appointed
- / **30 May 2024:** club filed appeal brief
- / **1 June 2024:** member association filed answer
- / **3 June 2024:** CAS Court Office forwarded order of procedure to the parties
- / **3 June 2024:** sole arbitrator issued operative part
- / **3 March 2025:** sole arbitrator issued award

## Background

The Latvian Football Federation is a member association of the Union of European Football Associations, and its affiliated clubs are eligible to qualify for UEFA's club competitions every year. The LFF commenced the club licensing process for the 2024 Virslīga season and the 2024/25 UEFA club competitions on 24 November 2023. The club submitted its license application for both on 14 December 2023. The club submitted a supplementary license application for the UEFA license on 15 January 2024. The LFF Club Licensing First Instance Body granted the club an LFF-A license on 24 January 2024 for participation in the 2024 Virslīga season on a conditional basis that the club needed to fulfil by 1 March 2024. The LFF asked the club to provide information on 8 April 2024 concerning its overdue payables to ensure compliance with the LFF Club License Regulations. The LFF followed up with the club on 16 April 2024. The club responded to the LFF's requests on 18 April 2024. The club submitted further comments on 19 April 2024. The LFF Disciplinary Affairs Committee (LDC) rendered a decision on 19 April 2024 in respect of the club's non-compliance with the LFF CLR. The club provided further explanation of its indebtedness on 1 May 2024 in response. The club updated the LFF on 3 May 2024. The LDC noted on 4 May 2024 that it needed to assess the new information provided by the club. The LFF asked the club on 6 May 2024 to submit a list of club employees with employee signatures certifying that the club had made the necessary payments. The club provided LFF with proof of payment on 8 May 2024. The LDC noted in the minutes of its meeting on 8 May 2024 that it was satisfied that the club had paid its employees, including players, and that it had yet to comply with the first LDC decision in full. The club informed the LFF on 10 May 2024 that the local tax authorities had approved its tax repayment schedule. The LFF Club Licensing First Instance Body issued a decision on 10 May 2024 that refused to grant a UEFA license to the club for the 2024/2025 season based on the club's outstanding tax liability as of 3 May 2024, its negative equity capital and overdue payables towards its employees. The club appealed both the third LDC decision and the Club Licensing First Instance Body separately to the LFF Appeals Board on 17 May 2024. The LFF Appeals Board confirmed the Club Licensing First Instance Body decision on 22 May 2024.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the Latvian Football Federation Club Licensing Appeals Board decision. The Latvian Football Federation filed its answer requesting that the sole arbitrator uphold the Latvian Football Federation Club Licensing Appeals Board decision.

## » CAS 2024/A/10627 Valmiera FC v. Latvian Football Federation

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by the club is dismissed; (b) the Latvian Football Federation Club Licensing Appeals Board decision is confirmed.

#### Main issue

The sole arbitrator reasons that the objective behind the financial criteria in the form of articles 64 and 65 of the CLR are clear and follow what the UEFA CLR sets out when aiming to protect the club's employees, player and other members of the football ecosystem as well as to confirm the financial stability of the clubs and their ability to fulfil their obligations towards other participants of the championship. The sole arbitrator notes that a license issuance decision is not a disciplinary sanction as it is simply a decision on whether the applicant club has satisfied the financial fair play criteria, and the club has failed to fulfil such criteria. As such, the sole arbitrator reasons that proportionality is not relevant. The sole arbitrator notes that nothing suggests that the club has not been treated equally. The sole arbitrator decides that the decision does not warrant a review.

**TAS 2024/A/10599****Club Deportes Unión La Calera  
SADP c. Asociación Nacional de  
Fútbol Profesional**Reference number: [TAS 2024/A/10599](#)

Award date: 3 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

Club

Club Deportes Unión La Calera SADP



Chile

**LEGAL TEAM**

Sebastián Pini | Attorney-at-law in Buenos Aires, Argentina

**RESPONDENT**

League

Asociación Nacional de Fútbol Profesional



Chile

**LEGAL TEAM**

Gonzalo Cisternas | Attorneys-at-law in Santiago, Chile

Matías Rivadeneira | Attorneys-at-law in Santiago, Chile

**SOLE ARBITRATOR**

Jaime Castillo | Attorney-at-law in Mexico City, Mexico

**CATEGORY**

Disciplinary

**ISSUES**

sanctions

**RELEVANT RULES & REGULATIONS**

ANFP Code of Procedures and Sanctions; art. 67

**LANGUAGE**

Spanish

**KEYWORDS**

legality; predictability

**CASELAW CITED**/ **De novo review, scope:** TAS 2022/A/9250./ **Regulatory interpretation, contra proferentem:**  
CAS 2014/A/3832./ **Sanction, legality and predictability:** CAS  
2014/A/3832 & 3833./ **Sanctions, limitation:** CAS 2011/O/2422; CAS  
2014/A/3282; CAS 2017/O/5264, 5265, 5266;  
CAS 2020/A/7096.**ORIGIN**Chilean Asociación Nacional de Fútbol Profesional Disciplinary  
Tribunal, appeal**Main issue**Is article 67 of the ANFP Code of Procedures and Sanctions clear? No, it  
is not sufficiently clear.

**TAS 2024/A/10599**

**10599 Club Deportes Unión  
La Calera SADP c. Asociación  
Nacional de Fútbol Profesional**

**Before the Court of Arbitration  
for Sport**

- / **21 May 2024:** club filed statement of appeal and requested expedited proceedings
- / **29 May 2024:** league agreed
- / **6 June 2024:** club filed appeal brief
- / **13 June 2024:** league filed answer and objection to jurisdiction
- / **18 June 2024:** sole arbitrator appointed
- / **2 July 2024:** sole arbitrator decided to hold hearing
- / **10 July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **10 July 2024:** sole arbitrator held hearing
- / **7 August 2024:** sole arbitrator issued operative part
- / **3 March 2025:** sole arbitrator issued reasoned award

## Background

The club played a match against Audax Italiano on 14 April 2024 for the 2024 Season of the Campeonato de Primera División, organized by the league. The match ended in a draw. The match's referee stated in his report that the club had used a video device, which is a violation of the league's regulations as its head coach was suspended in that match. The ANFP Disciplinary Tribunal opened a disciplinary proceeding against the club based on the report and issued its decision on 30 April 2024, sanctioning the club.

The club filed its appeal with CAS requesting that the sole arbitrator set aside the Chilean Asociación Nacional de Fútbol Profesional Disciplinary Tribunal decision. The league filed its answer requesting that the sole arbitrator uphold the Chilean Asociación Nacional de Fútbol Profesional Disciplinary Tribunal decision.

## » TAS 2024/A/10599 Club Deportes Unión La Calera SADP c. Asociación Nacional de Fútbol Profesional

### MAIN LEGAL FINDINGS

The sole arbitrator decided that: (a) the appeal filed by club is partially upheld; (and b) the Chilean Asociación Nacional de Fútbol Profesional Disciplinary Tribunal decision is amended.

#### Main issue

The sole arbitrator reasons that it is necessary for disciplinary regulations to be clear, unequivocal, and specific regarding the conducts that constitute an infringement to apply the corresponding sanction based on the principles of predictability and legality. In addition, the panel reasons that point deduction is a sanction that must be applied restrictively and in consideration of the pro competition principle. As such, the sole arbitrator reasons that a disciplinary sanction must be legally adopted based such disciplinary regulations. The sole arbitrator notes that the art. 67 of the ANFP Code of Procedures and Sanctions is unclear. The sole arbitrator further reasons that inconsistencies and ambiguities in regulations must be construed against who drafted them as per the principle of contra proferentem. The sole arbitrator notes that the ANFP is responsible for drafting its code. The sole arbitrator decides to set aside the sanction.

**TAS 2024/A/10386****Etoile Filante de Garoua et consorts  
c. Fédération Camerounaise de  
Football (FECAFOOT)**Reference number: [TAS 2024/A/10386](#)

Award date: 4 March 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANTS****Club**

-  Djiko FC de Bandjoun
-  Dragon Club de Yaoundé
-  Espoir de Mfou
-  AS Stade de Bandjoun
-  Kohi Club de Maroua
-  Guébaké FC de Pitoa
-  Tourbillon FC Guidiguiss

**Official**

François Kouedem  
Aboubakar Alim Konate  
Mohamadou

**LEGAL TEAM**

Morgan Sports Law | London, United Kingdom  
Ellen Kerr | Attorney-at-law

**RESPONDENT****Member association**

Fédération Camerounaise de Football  
(FECAFOOT)



Cameroon

**LEGAL TEAM**

Lion d'Or Avocats | Lausanne, Switzerland  
Elie Elkaim and Jonathan Borno | Attorneys-at-law  
Elame Bonny Privat | Attorney-at-law in Yaoundé, Cameroon

**PANEL****President.**

**Patrick Grandjean**

Attorney-at-law in Belmont-sur-Lausanne, Switzerland

**Arbitrator.**

**François Klein**

Attorney-at-law in Paris, France

**Arbitrator.**

**Thomas Clay**

Professor and attorney-at-law in Paris, France

**CATEGORY**

**Procedural**

**ISSUES**

jurisdiction

**RELEVANT RULES & REGULATIONS**

CAS Code; art. R47

**LANGUAGE**

French

**KEYWORDS**

denial of justice

**ORIGIN**

**FECAFOOT Ethics Committee, appeal**

**Main issue**

Does CAS have jurisdiction to hear a FECAFOOT Ethics Committee appeal? No, CAS does not have jurisdiction.

**CASELAW CITED**

- / **Damages, unjustified delay:** 2C\_534/2013; ATF 117 V 351; ATF 130 I 312.
- / **Denial of justice, prohibition:** CAS 2013/A/3148.
- / **Denial of justice, unjustified delay:** CAS 2004/A/748; CAS 2004/A/659; CAS 2005/A/899; CAS 2013/A/3148; CAS 2017/A/5187.
- / **Jurisdiction, CAS:** 2C\_152/2014; 2C\_534/2013; 2C\_1172/2012; TAS 2022/A/9056.
- / **Jurisdiction, denial of justice:** TAS 2022/A/9056.
- / **Jurisdiction, exhaustion of internal legal remedies:** TAS 2019/A/6623; TAS 2020/A/6783; TAS 2020/A/7513; TAS 2022/A/9277; TAS 2022/A/9283.

**TAS 2024/A/10386**

**Etoile Filante de Garoua  
et consorts c. Fédération  
Camerounaise de Football  
(FECAFOOT)**

**Before the Court of Arbitration  
for Sport**

- / **15 March 2024:** appellants filed statement of appeal
- / **26 March 2024:** appellants filed appeal brief
- / **11 June 2024:** panel constituted
- / **2 July 2024:** appellants filed new evidence
- / **9 July 2024:** member association objected
- / **23 July 2024:** member association filed answer
- / **31 July 2024:** panel submitted questions
- / **12 September 2024:** member association filed comments
- / **18 September 2024:** panel ordered new evidence
- / **25 September 2024:** panel decided to hold hearing
- / **10 October 2024:** appellants filed new evidence
- / **15 October 2024:** appellants filed new evidence
- / **22 October 2024:** member association filed new evidence
- / **4 November 2024:** CAS Court Office forwarded order of procedure to the parties
- / **6 November 2024:** member association filed comments
- / **11 November 2024:** panel ordered new evidence
- / **15 November 2024:** appellants filed request regarding evidence
- / **19 November 2024:** panel granted
- / **20 November 2024:** appellants filed new evidence
- / **29 November 2024:** panel held hearing
- / **4 March 2025:** panel issued award

## Background

The dispute between the appellants and the Fédération Camerounaise de Football (FECAFOOT) regards a potential denial of justice by FECAFOOT, especially in proceedings before its Ethics Committee. The appellants filed their appeal with CAS alleging denial of justice. The member association filed its answer objecting to the CAS jurisdiction.

## » TAS 2024/A/10386 Etoile Filante de Garoua et consorts c. Fédération Camerounaise de Football (FECAFOOT)

### MAIN LEGAL FINDINGS

The panel decided that the CAS lacks jurisdiction to hear the dispute.

#### Main issue

The panel reasons that the CAS caselaw equates a case of denial of justice with a decision that is subject to appeal before the CAS. In addition, the panel reasons that an authority commits a denial of justice when it fails, wholly or partially, to rule on a matter, despite being obliged to do so under the applicable procedure that improperly prevents access to justice for a party who would ordinarily be entitled to it. Moreover, the panel reasons that every party has the right to have their case handled within a reasonable time and its adequacy is assessed on a case-by-case basis in the absence of a deadline set by the applicable regulations. The panel reasons that admitting a violation of the right of parties to have their case handled within a reasonable time does not lead automatically to a right to the admission of the merits. Furthermore, the panel reasons that the sanction for exceeding a reasonable or appropriate timeframe consists in the acknowledgment of its violation, which constitutes a form of redress for the victim of this type of denial of justice, and potentially damages arising from such delay. The panel notes that if the CAS were to conclude that FECAFOOT Ethics Committee was guilty of denial of justice for its delay, it would only have the power to order it to render a decision, and not to decide the merits of the case in its place. The panel decides that it does not have jurisdiction to rule on the claims brought by the appellants.





Quarterly Report on CAS Football Awards

# Other landmark cases

- » Court of Arbitration for Sport | Non-football
- » Swiss Federal Tribunal
- » European Court of Justice



Quarterly Report on CAS Football Awards

Other landmark cases

# Court of Arbitration for Sport | Non-football



**CAS 2024/A/10484****Dragos Madaras v. International Tennis Integrity Agency (ITIA)**Reference number: [CAS 2024/A/10484](#)

Award date: 24 January 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT****Player**  
**Dragos Madaras**

Sweden

**LEGAL TEAM****Cristian Cernodolea** | Independent Solicitor in London, United Kingdom**RESPONDENT****Agency**  
**International Tennis Integrity Agency (ITIA)**

United Kingdom

**LEGAL TEAM****Rick Liddell KC** | Attorneys-at-Law in London, United Kingdom  
**James Pheasant** | Attorneys-at-Law in London, United Kingdom**PANEL****President.****Annett Rombach**

Attorney-at-Law in Frankfurt am Main, Germany

**Arbitrator.****Giacomo Bei**

Attorney-at-Law in Florence, Italy

**Arbitrator.****John A. Dyson**

Retired Judge in London, United Kingdom

**CATEGORY**

Other

**ISSUES**

corruption; integrity

**RELEVANT RULES & REGULATIONS**

ITF Tennis Anti-Corruption Program

**LANGUAGE**

English

**KEYWORDS**

non-cooperation

**CASELAW CITED**

None

**ORIGIN**

International Tennis Federation Anti-Corruption Hearing Officer, appeal

**Main issue**

Does the player's duty to cooperate include a duty not to obstruct pending investigations? Yes, it does.

**CAS 2024/A/10484****Dragos Madaras v. International Tennis Integrity Agency (ITIA)****Before the Court of Arbitration for Sport**

- / **29 March 2024:** player filed statement of appeal
- / **15 April 2024:** player filed appeal brief
- / **24 May 2024:** agency filed answer
- / **19 June 2024:** panel constituted
- / **Unknown date:** CAS Court Office forwarded order of procedure to the parties
- / **24 September 2024:** panel held hearing
- / **24 January 2025:** panel issued award

## Background

The player participated in the Wimbledon Qualifying Event in London, United Kingdom, on 28 June 2023. He was accompanied by his brother who had been accredited to the event as the player's hitting partner. His brother confirmed acceptance of and compliance with the Terms & Conditions of Accreditations, which included compliance with the International Tennis Federation Tennis Anti-Corruption Program. As such, the player and his brother became "related persons" bound by the ITF TACP. On that day, the player played his second round qualifying match at the event which he lost. After the match, between 1pm and 1:30pm, two International Tennis Integrity Agency investigators approached the player and asked him to hand over a black mobile phone they considered to be the player's primary mobile device – which is disputed. The investigators did not possess a formal written demand when they approached the player, and the player did not turn the phone over to the ITIA. Promptly, the player's brother left the site carrying the phone – a black phone.

Later, the player took from his tennis bag a blue phone. The player handed that phone to the ITIA investigators. Upon forensic examination, it turned out that limited data was available on the blue phone. The player's blue phone did not include any messaging app and did not indicate any gaming or website access activity. The phone's call history started on 5 May 2023 and consisted of only a handful of calls other than on or just before 28 June 2023.

Shortly after, the investigators provided a formal written demand to the player at 2:21pm. The demand stated that the ITIA believed that the player may have committed one or more corruption offenses in breach of the TACP. The player signed the demand, and he did not hand over his black phone. At 2:30pm, ITIA interviewed the player, who denied any corruption activity. The ITIA issued a notice of provisional suspension to the player on 17 August 2023. The player appealed the provisional suspension. At the end of August 2023, ITIA interviewed the player's brother. On 22 September 2023, the ITF Anti-Corruption Hearing Officer rejected the player's appeal and upheld his provisional suspension.

The ITIA sent a notice of major offense under the TACP to the player on 9 November 2023, charging him with: (a) obtaining accreditation which led, directly or indirectly, to the commission of a corruption offense; (b) obtaining accreditation by misrepresentation; (c) failure to cooperate; and (d) failure to comply with a demand. On the same day, ITIA charged the player's brother with failure to cooperate and failure to preserve evidence. The player's brother was found guilty of non-cooperation, which resulted in a sanction of a ban of 2 years and 6 months from participation in any sanctioned event. The player's brother did not appeal the decision.

Meanwhile, on 28 February 2024, the ITF Anti-Corruption Hearing Officer held an online hearing for the player's case. On 5 March 2024, the ITF AHO rendered his decision, finding the player guilty of non-cooperation, sanctioning him with a ban of four years and six months from participating in any sanctioned event and with a fine.

**CAS 2024/A/10484****Before the Court of Arbitration  
for Sport**

- / **29 March 2024:** player filed statement of appeal
- / **15 April 2024:** player filed appeal brief
- / **24 May 2024:** agency filed answer
- / **19 June 2024:** panel constituted
- / **Unknown date:** CAS Court Office forwarded order of procedure to the parties
- / **24 September 2024:** panel held hearing
- / **24 January 2025:** panel issued award

The player filed his appeal with CAS requesting that the panel set aside the International Tennis Federation Anti-Corruption Hearing Officer decision. The agency filed its answer requesting that the panel uphold the International Tennis Federation Anti-Corruption Hearing Officer decision

## » CAS 2024/A/10484 Dragos Madaras v. International Tennis Integrity Agency (ITIA)

### MAIN LEGAL FINDINGS

The panel decided that: (a) the appeal filed by the player is partially; and (b) the International Tennis Federation Anti-Corruption Hearing Officer decision is amended.

#### Main issue

The panel reasons that the duty to cooperate fully includes the duty not to obstruct pending investigations. The panel notes that the player handed his blue phone in place of his black phone, pretending that the former was his primary phone. In addition, the panel notes the player was under no duty to give the ITIA investigators his phone as they had no formal written demand. As such, the panel notes infers that the player intended to distract the ITIA investigators from the black phone and that is an act of non-cooperation. Moreover, the panel notes the player's attempt to hinder the ITIA investigators from obtaining the black phone continued during the interview, which exacerbated his breach of his duty to cooperate fully. As such, the panel notes that the ITIA formal errors during the investigation do not compromise the proceedings to the extent that would justify fully acquitting the player of the charges. The panel decides that the player did not respect his duty to not obstruct pending investigations.

**CAS 2024/A/10760****Nayoka Clunis v. World Athletics & International Olympic Committee**Reference number: [CAS 2024/A/10760](#)

Award date: 26 February 2025

Seat of arbitration: Lausanne, Switzerland

**APPELLANT**

**Athlete**  
Nayoka Clunis

**LEGAL TEAM**

**SP.IN Law** | Zurich, Switzerland  
**Saverio P. Spera and Jacques Blondin** | Attorneys-at-Law

**RESPONDENT N.1**

**IF**  
World Athletics

**LEGAL TEAM**

**Kellerhals Carrard** | Lausanne, Switzerland  
**Nicholas Zbinden** | Attorney-at-Law

**SOLE ARBITRATOR**

**Ulrich Haas**  
Professor in Zurich, Switzerland, and  
Attorney-at-law in Hamburg, Germany

**RESPONDENT N.2**

**Olympic Committee**  
International Olympic Committee

**LEGAL TEAM**

**Lévy Kaufmann-Kohler** | Geneva, Switzerland  
**Antonio Rigozzi and Eolos Rigopoulos** | Attorneys-at-Law

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

eligibility; jurisdiction

**RELEVANT RULES & REGULATIONS**

World Athletics Constitution; art. 84

**LANGUAGE**

English

**KEYWORDS**

lack of jurisdiction

**CASELAW CITED**

None

**ORIGIN**

World Athletics, appeal

**Main issue**

Does CAS have jurisdiction to hear the dispute? No, CAS does not have jurisdiction.



**CAS 2024/A/10760****Nayoka Clunis v. World Athletics  
& International Olympic Committee****Before the Court of Arbitration  
for Sport**

- / **25 July 2024:** athlete filed statement of appeal as appeal brief
- / **25 July 2024:** athlete requested expedited proceedings
- / **27 July 2024:** expedited proceedings granted
- / **28 July 2024:** athlete requested JAAA as amicus curiae
- / **28 July 2024:** JAAA requested amicus curiae
- / **28 July 2024:** WA and IOC rejected
- / **28 July 2024:** WA and IOC filed answer
- / **29 July 2024:** sole arbitrator appointed
- / **29 July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **29 July 2024:** WA filed new evidence
- / **29 July 2024:** sole arbitrator held hearing
- / **29 July 2024:** amicus curiae rejected
- / **31 July 2024:** sole arbitrator issued operative part
- / **26 February 2025:** sole arbitrator issued award

## Background

World Athletics published its qualifying system for the sport of athletics for the Olympic Games Paris 2024 on 20 December 2022. World Athletics held an information session for its member federations regarding the qualifying system, relevant deadline, and reallocation procedure on 19 June 2024. Following the information session, World Athletics advised its member federations regarding entries' submissions. The Jamaica Athletic Administrative Association made eighty-nine pre-entries on 1 July 2024. World Athletics confirmed the list of athletes who qualified by entry standard and world ranking for the Olympic Games Paris 2024 on 2 July 2024. World Athletics identified the athlete as eligible for nomination to JAAA and Jamaica Olympic Association. JAAA informed the athlete on 3 July 2024 that she was selected based on her world rankings. On the same date, hurricane Beryl hit Jamaica. JAAA submitted the pre-entries on WA's Event Entry System on 4 July 2024 before the midnight deadline and did not include the athlete's name. World Athletics reallocated places to the next best ranked athletes by their member federation for quota places which were not used on 5 July 2024. In the athlete's place, WA called an athlete from Ukraine who accepted. On the same date, World Athletics informed the member federations, and the International Olympic Committee of the athletes qualified and eligible for entry to the Olympic Games Paris 2024. The JAAA president wrote an email to World Athletics on 6 July 2024, seeking assistance regarding the athlete's place as the hurricane Beryl had adversely affected JAAA's ability to act, which led to JAAA sending incorrect and incomplete entries on the final day of the deadline. JAAA published a press release containing the names of track and field athletes selected to represent Jamaica at the Olympic Games Paris 2024 on 7 July 2024. World Athletics published the final list of athletes on the same date. The same day, the athlete's coach informed the athlete that her name was not included in the list of athletes who would be competing at the Olympic Games Paris 2024. The athlete contacted the JAAA's Secretary General, who informed her about the situation. World Athletics submitted the list of participating athletes to the IOC on 8 July 2024, which did not include the athlete. JOA submitted the list of Jamaican athletes to compete, which did not include the athlete. On the same date, World Athletics informed JAAA that confirming that the athlete would not compete - this is the World Athletics decision that the athlete appealed before CAS and originated the appeal proceedings. On the same date, the JAAA wrote to World Athletics stating that it hoped that the athlete would be added to the list in case of any withdrawal. The JAAA's president informed the athlete on 12 July 2024 that he had been speaking with the IOC and WA. On 15 July 2024, the JAAA president wrote to World Athletics requesting that the athlete be included in the list of athletes able to compete. The JAAA president informed the athlete on 16 July 2024 that there was no update, and JAAA made another request to World Athletics.

The athlete filed an application with the Court of Arbitration for Sport on 18 July 2024. The CAS Ad Hoc Division Games of the XXXIII Olympiad in Paris processed her application, which had JAAA as respondent. The athlete's request for relief included her inclusion in the appropriate list to be allowed to compete. The IOC, as



**CAS 2024/A/10760****Before the Court of Arbitration  
for Sport**

- / **25 July 2024:** athlete filed statement of appeal as appeal brief
- / **25 July 2024:** athlete requested expedited proceedings
- / **27 July 2024:** expedited proceedings granted
- / **28 July 2024:** athlete requested JAAA as amicus curiae
- / **28 July 2024:** JAAA requested amicus curiae
- / **28 July 2024:** WA and IOC rejected
- / **28 July 2024:** WA and IOC filed answer
- / **29 July 2024:** sole arbitrator appointed
- / **29 July 2024:** CAS Court Office forwarded order of procedure to the parties
- / **29 July 2024:** WA filed new evidence
- / **29 July 2024:** sole arbitrator held hearing
- / **29 July 2024:** amicus curiae rejected
- / **31 July 2024:** sole arbitrator issued operative part
- / **26 February 2025:** sole arbitrator issued award

an interested party, contested the jurisdiction of the CAS Ad Hoc Division. World Athletics, as an interested party, objected to the athlete's application. The CAS Ad Hoc panel decided that it lacked jurisdiction to hear the athlete's application on 22 July 2024.

The athlete filed its appeal with CAS on 25 July 2024 requesting that the sole arbitrator set aside the World Athletics decision and order that the athlete be allowed to participate in the Olympic Games Paris 2024 by allocating an additional slot to the athletics competition or replacing the Ukrainian athlete. The athlete brought the appeal against World Athletics, the International Olympic Committee, the Ukrainian athlete, and the Ukrainian Athletic Association. In addition, the athlete included JAAA and JOA as interested parties. In its statement of appeal that served as appeal brief, the athlete requested expedited proceedings. The CAS Court Office proposed an expedited procedural calendar on 26 July 2024. On the same date, the JAAA filed a separate request for arbitration and statement of claim against World Athletics, the IOC, JOA, the Ukrainian athlete, and the UAA. On the same date, World Athletics requested a one-day extension for its time limit to file submissions on the matter. On 27 July 2024, the athlete, WA and the IOC submitted that they agreed to an expedited procedure and the proposed calendar. Meanwhile, the Ukrainian athlete and the UAA objected to an expedited procedure. On the same date, the CAS Court Office informed the parties that no expedited procedure would be implemented in absence of an agreement. That same day, the athlete informed the CAS Court Office that she would withdraw the appeal against the Ukrainian athlete and the UAA if they refused expedited procedure as her appeal would become entirely moot. The CAS Court Office invited the Ukrainian athlete and the UAA to comments whether they objected to the expedite procedure and received no response. As such, the CAS Court Office determined an amended expedited procedural calendar for the remaining parties. On 28 July 2024, the athlete and the JAAA requested that JAAA's request for arbitration be admitted as an amicus curiae brief, and that JAAA be permitted to attend the hearing. That same day, WA and the IOC objected to the request and filed their respective answers requesting that the sole arbitrator uphold the World Athletics decision. Both objected to the CAS jurisdiction. The Deputy President of the CAS Appeals Arbitration Division appointed the sole arbitrator to hear the dispute on 29 July 2024. The sole arbitrator held the hearing on the same date and issued the operative part of the award on 31 July 2024.

## » CAS 2024/A/10760 Nayoka Clunis v. World Athletics & International Olympic Committee

### MAIN LEGAL FINDINGS

The sole arbitrator decided that CAS has no jurisdiction to hear the dispute.

#### Main issue

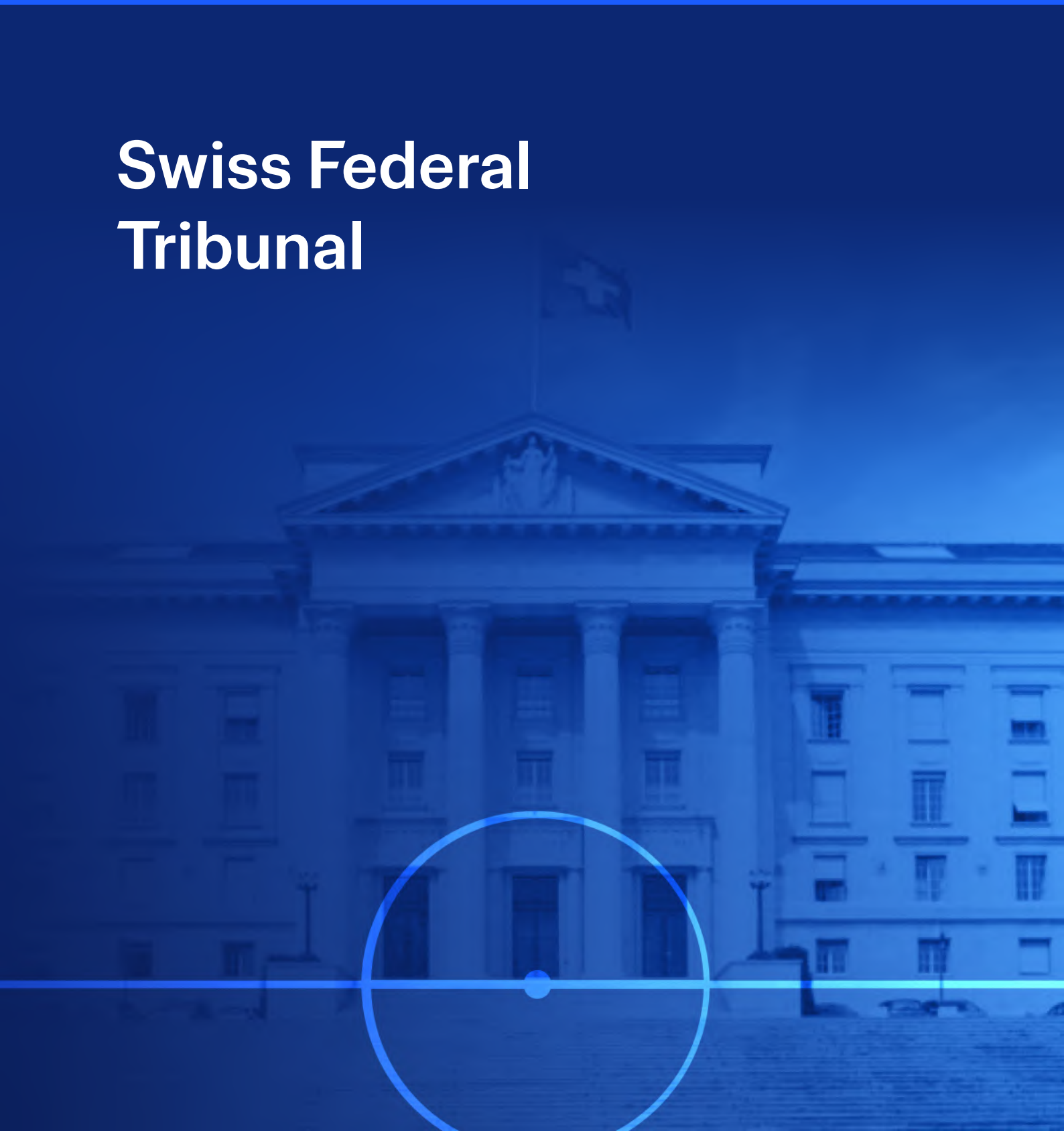
The sole arbitrator reasons that CAS has jurisdiction to hear a dispute brought before as an appeal proceeding if the statutes or regulations of a federation, association or sports-related body provides such possibility or if the parties have concluded a specific arbitration agreement. The sole arbitrator reasons, as obiter dictum, that there is no provision providing for default jurisdiction to the CAS. The sole arbitrator notes that there is no basis for CAS jurisdiction to hear the dispute as an appeal proceeding. The sole arbitrator decides that CAS does not have jurisdiction to hear the appeal. In addition, the sole arbitrator states as obiter dictum that this is a very unfortunate case and that a great injustice has been committed against the athlete as she was deprived of participating in the Olympic Games Paris 2024 due to the JAAA's mistake. The sole arbitrator further states that this wrongdoing is difficult to remedy as the athlete was caught in an unfortunate legal position in which she had no legal proximity to both World Athletics and the IOC for her to appeal the case before CAS and where she was not yet invited to sign the Games Participation Agreement that contains an arbitration clause in favour of CAS. Moreover, the sole arbitrator states that JAAA only took belated and inefficient steps to remedy the damage it had caused to the athlete.



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Other landmark cases

# Swiss Federal Tribunal



# SFT 4A\_608/2024

## FK Liepāja v Fédération Internationale de Football Association (FIFA)

Reference number: [4A\\_608/2024](#)

Award date: 22 January 2025

Original CAS award: CAS 2023/A/10002

**APPELLANT**

Club  
FK Liepāja



Latvia

**RESPONDENT**

IF

Fédération Internationale de Football  
Association (FIFA)



Switzerland

**FEDERAL JUDGES**

President.  
Christina Kiss

Judge.  
Yves Rüedi

Judge.  
Marie-Chantal May Canellas

**CATEGORY**

Procedural

**ISSUES**

Public policy; locus standi

**RELEVANT RULES & REGULATIONS**

PILA; art. 190

**LANGUAGE**

French

**KEYWORDS**

Substantive public policy

**CASELAW CITED**

- / **Annulment, factual basis:** ATF 138 III 29.
- / **Annulment, fundamental rights:** ATF 134 III 186.
- / **Annulment, public policy:** ATF 132 III 389; ATF 144 III 120.
- / **Appeal, scope:** ATF 133 III 235; ATF 140 III 16; ATF 142 III 360; 4A\_322/2015 4A\_54/2019; 4A\_140/2022.
- / **Appeal, requirements:** ATF 150 III 280; 4A\_65/2018.
- / **Language, choice:** ATF 142 III 521.
- / **Public policy, substantive:** 4A\_458/2009; 4A\_304/2013; 4A\_116/2016; 4A\_600/2016; 4A\_318/2018.
- / **Public policy, procedural:** ATF 136 III 345; ATF 138 III 270; ATF 140 III 278; ATF 141 III 229.

**ORIGIN**

CAS Appeals Arbitration Division, appeal

**Main issue**

Does the award Swiss public policy? No, it does not.

**SFT 4A\_608/2024****FK Liepāja v Fédération  
Internationale de Football  
Association (FIFA)****Before the Swiss Federal Tribunal**

- / **14 November 2024:** club filed appeal and request for stay
- / **26 November 2024:** SFT rejected request for stay
- / **22 January 2025:** SFT issued decision

## Background

The original dispute involves a training compensation amount due to a "FIFA Decision EPP" before the FIFA Clearing House issued on 29 August 2023 due to the permanent transfer of a player to the club on 12 January 2023. On 20 September 2023, the club challenged the decision before the Court of Arbitration for Sport. On 14 October 2024, the sole arbitrator dismissed the appeal for standing to be sued while noting that the club should have included the creditor in the proceedings. On 14 November 2024, the club filed an appeal before the Swiss Federal Tribunal seeking the annulment of the CAS award alongside a request for stay. The SFT rejected the request for stay on 26 November 2024. The SFT did not invite FIFA and CAS to file submissions regarding the appeal.

## » SFT 4A\_608/2024 FK Liepāja v Fédération Internationale de Football Association (FIFA)

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the club is dismissed; and (b) the costs of the proceedings are borne by the club.

#### Main issue

The SFT reasons that an international arbitration award may violate substantive public policy or procedural public policy in accordance with Swiss law. The SFT notes that the club did not discharge its burden of proof regarding any public policy violation. The SFT decides that the award is in line with both substantive and procedural public policies.

# SFT 4A\_612/2024

## FK Liepāja v Fédération Internationale de Football Association (FIFA)

Reference number: [SFT 4A\\_612/2024](#)

Award date: 22 January 2025

Original CAS award: CAS 2023/A/10009

**APPELLANT**Club  
FK Liepāja

Latvia

**RESPONDENT**

IF

Fédération Internationale de Football  
Association (FIFA)

Switzerland

**FEDERAL  
JUDGES****President.**  
Christina Kiss**Judge.**  
Yves Rüedi**Judge.**  
Marie-Chantal May Canellas**CATEGORY**

Procedural

**ISSUES**

Public policy; locus standi

**RELEVANT RULES & REGULATIONS**

PILA; art. 190

**LANGUAGE**

French

**KEYWORDS**

Substantive public policy

**CASELAW CITED**

- / **Annulment, factual basis:** ATF 138 III 29.
- / **Annulment, fundamental rights:** ATF 134 III 186.
- / **Annulment, public policy:** ATF 132 III 389; ATF 144 III 120.
- / **Appeal, scope:** ATF 133 III 235; ATF 140 III 16; ATF 142 III 360; 4A\_322/2015 4A\_54/2019; 4A\_140/2022.
- / **Appeal, requirements:** ATF 150 III 280; 4A\_65/2018.
- / **Language, choice:** ATF 142 III 521.
- / **Public policy, substantive:** 4A\_458/2009; 4A\_304/2013; 4A\_116/2016; 4A\_600/2016; 4A\_318/2018.
- / **Public policy, procedural:** ATF 136 III 345; ATF 138 III 270; ATF 140 III 278; ATF 141 III 229.

**ORIGIN**

CAS Appeals Arbitration Division, appeal

**Main issue**

Does the award Swiss public policy? No, it does not.

**SFT 4A\_612/2024****FK Liepāja v Fédération  
Internationale de Football  
Association (FIFA)****Before the Swiss Federal Tribunal**

- / **14 November 2024:** club filed appeal and request for stay
- / **26 November 2024:** SFT rejected request for stay
- / **22 January 2025:** SFT issued decision

## Background

The original dispute involves a training compensation amount due to a "FIFA Decision EPP" before the FIFA Clearing House issued on 29 August 2023 due to the permanent transfer of a player to the club on 12 January 2023. On 20 September 2023, the club challenged the decision before the Court of Arbitration for Sport. On 14 October 2024, the sole arbitrator dismissed the appeal for standing to be sued while noting that the club should have included the creditor in the proceedings. On 14 November 2024, the club filed an appeal before the Swiss Federal Tribunal seeking the annulment of the CAS award alongside a request for stay. The SFT rejected the request for stay on 26 November 2024. The SFT did not invite FIFA and CAS to file submissions regarding the appeal.



## » SFT 4A\_612/2024 FK Liepāja v Fédération Internationale de Football Association (FIFA)

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the club is dismissed; and (b) the costs of the proceedings are borne by the club.

#### Main issue

The SFT reasons that an international arbitration award may violate substantive public policy or procedural public policy in accordance with Swiss law. The SFT notes that the club did not discharge its burden of proof regarding any public policy violation. The SFT decides that the award is in line with both substantive and procedural public policies.

# SFT 4A\_614/2024

## FK Liepāja v Fédération Internationale de Football Association (FIFA)

Reference number: [SFT 4A\\_614/2024](#)

Award date: 22 January 2025

Original CAS award: CAS 2023/A/10010

**APPELLANT**Club  
FK Liepāja

Latvia

**RESPONDENT**

IF

Fédération Internationale de Football  
Association (FIFA)

Switzerland

**FEDERAL  
JUDGES****President.**  
Christina Kiss**Judge.**  
Yves Rüedi**Judge.**  
Marie-Chantal May Canellas**CATEGORY**

Procedural

**ISSUES**

Public policy; locus standi

**RELEVANT RULES & REGULATIONS**

PILA; art. 190

**LANGUAGE**

French

**KEYWORDS**

Substantive public policy

**CASELAW CITED**

- / **Annulment, factual basis:** ATF 138 III 29.
- / **Annulment, fundamental rights:** ATF 134 III 186.
- / **Annulment, public policy:** ATF 132 III 389; ATF 144 III 120.
- / **Appeal, scope:** ATF 133 III 235; ATF 140 III 16; ATF 142 III 360; 4A\_322/2015 4A\_54/2019; 4A\_140/2022.
- / **Appeal, requirements:** ATF 150 III 280; 4A\_65/2018.
- / **Language, choice:** ATF 142 III 521.
- / **Public policy, substantive:** 4A\_458/2009; 4A\_304/2013; 4A\_116/2016; 4A\_600/2016; 4A\_318/2018.
- / **Public policy, procedural:** ATF 136 III 345; ATF 138 III 270; ATF 140 III 278; ATF 141 III 229.

**ORIGIN**

CAS Appeals Arbitration Division, appeal

**Main issue**

Does the award Swiss public policy? No, it does not.

**SFT 4A\_614/2024****FK Liepāja v Fédération  
Internationale de Football  
Association (FIFA)****Before the Swiss Federal Tribunal**

- / **14 November 2024:** club filed appeal and request for stay
- / **26 November 2024:** SFT rejected request for stay
- / **22 January 2025:** SFT issued decision

## Background

The original dispute involves a training compensation amount due to a "FIFA Decision EPP" before the FIFA Clearing House issued on 29 August 2023 due to the permanent transfer of a player to the club on 12 January 2023. On 20 September 2023, the club challenged the decision before the Court of Arbitration for Sport. On 14 October 2024, the sole arbitrator dismissed the appeal for standing to be sued while noting that the club should have included the creditor in the proceedings. On 14 November 2024, the club filed an appeal before the Swiss Federal Tribunal seeking the annulment of the CAS award alongside a request for stay. The SFT rejected the request for stay on 26 November 2024. The SFT did not invite FIFA and CAS to file submissions regarding the appeal.

## » SFT 4A\_614/2024 FK Liepāja v Fédération Internationale de Football Association (FIFA)

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the club is dismissed; and (b) the costs of the proceedings are borne by the club.

#### Main issue

The SFT reasons that an international arbitration award may violate substantive public policy or procedural public policy in accordance with Swiss law. The SFT notes that the club did not discharge its burden of proof regarding any public policy violation. The SFT decides that the award is in line with both substantive and procedural public policies.

**SFT 4A\_28/2025****Rosnick Grant c. Fédération Internationale de Football Association**Reference number: [SFT 4A\\_28/2025](#)

Award date: 3 March 2025

Original CAS award: TAS 2021/A/8388

**APPELLANT**Official  
Rosnick Grant

Haiti

**LEGAL TEAM**

Elie Elkaim | Attorney-at-law in Lausanne, Switzerland

**RESPONDENT**IF  
Fédération Internationale de Football  
Association (FIFA)

Switzerland

**LEGAL TEAM**

Litigation subdivision in Coral Gables, USA

**FEDERAL  
JUDGES**President.  
Christina KissJudge.  
Yves RüediJudge.  
Marie-Chantal May Canellas**CATEGORY**

Procedural

**ISSUES**

Public policy; locus standi

**RELEVANT RULES & REGULATIONS**

PILA; art. 190

**LANGUAGE**

French

**KEYWORDS**

Substantive public policy

**CASELAW CITED**/ **Annulment, public policy:** ATF 132 III 389; ATF 144 III 120./ **Annulment, right to be heard:** 4A\_692/2016; 4A\_478/2017; 4A\_618/2020; 4A\_300/2023; ATF 133 III 235; ATF 142 III 360./ **Appeal, requirements:** ATF 150 III 280; 4A\_65/2018./ **Appeal, scope:** ATF 138 III 29; ATF 140 III 16; 4A\_322/2015; 4A\_54/2019; 4A\_140/2022./ **Public policy, substantive:** 4A\_458/2009; 4A\_304/2013; 4A\_116/2016; 4A\_600/2016; 4A\_318/2018./ **Public policy, procedural:** ATF 136 III 345; ATF 138 III 270; ATF 140 III 278; ATF 141 III 229.**ORIGIN**

CAS Appeals Arbitration Division, appeal

**Main issue**

Does the award Swiss public policy? No, it does not.

**Supporting issue**

Did the CAS panel violate the official's right to be heard? No, the panel did not violate the official's right to be heard.

**SFT 4A\_28/2025****Rosnick Grant c. Fédération  
Internationale de Football  
Association****Before the Swiss Federal Tribunal****/ 20 January 2025:** official filed appeal and  
request for legal aid**/ 3 March 2025:** SFT issued decision

## Background

On 25 April 2020, the journalist Romain Molina released a document on his YouTube channel alleging systematic sexual abuse within the Fédération Haïtienne de Football (FHF). On 30 April 2020, the British newspaper The Guardian published an article stating that several FHF officials, particularly its former president, had coerced several women's national team players into sexual relations using physical coercion and intimidation.

On 11 May 2020, the FIFA Ethics Committee investigatory chamber opened investigations and identified the official as one of the potential perpetrators. On 13 August 2020 the Fédération Internationale des Associations de Footballeurs Professionnels (FIFPro) submitted a detailed report, according to which the official was accused of raping and/or attempting to sexually abuse at least eleven individuals. On 21 August 2020, the FIFA EC investigatory chamber opened a preliminary investigation against the official for possible violations of the FIFA Code of Ethics, who was provisionally suspended on 10 February 2021. On 24 June 2021, the FIFA EC investigatory chamber published a report concluding that the official had violated several provisions of the FIFA Code of Ethics by committing acts of sexual abuse and harassment, threatening victims and potential witnesses, and abusing his power to coerce sexual acts.

On 25 June 2021, the FIFA Ethics Committee adjudicatory chamber notified the official that it had opened disciplinary proceedings against him based on the findings in the report. The FIFA Ethics Committee sanctioned the official for violation of the FIFA Code of Ethics on 23 July 2021 and notified the official of the grounds of its decision on 17 September 2021.

On 6 October 2021, the official appealed the decision before the Court of Arbitration for Sport. On 3 December 2021, the official requested the production of the entire file from the proceedings initiated against him by the FIFA Ethics Committee, including that FIFA be ordered to provide the complete file in an unredacted form. On 9 December 2021, FIFA objected the release of unredacted original documents and refused to disclose the identities of the alleged victims and witnesses. On 31 January 2022, the panel rejected the official's request to produce the file in an unredacted form. On 7 October 2022, the official submitted a new request to lift the anonymity of the alleged victim and all witnesses who accused him of the alleged facts. On 25 October 2022, the panel rejected his request to respect the rights of the individuals concerned. On 6 December 2022, the panel rejected the official's request to hear the eleven potential victims mentioned in the FIFPro report. The panel held a hearing in Lausanne from 15 to 16 February 2023, hearing, among others, several witnesses and the alleged victim. On 4 December 2024, the panel partially upheld the official's appeal, reducing the fine and maintaining the lifetime ban.

## » SFT 4A\_28/2025 Rosnick Grant c. Fédération Internationale de Football Association

### MAIN LEGAL FINDINGS

The SFT decided that: (a) the appeal filed by the official is dismissed; and (b) the costs of the proceedings are borne by the official.

#### Main issue

The SFT reasons that an international arbitration award may violate substantive public policy or procedural public policy in accordance with Swiss law. The SFT notes that the official did not discharge its burden of proof regarding any public policy violation, especially that his right to be heard had not been respected during the CAS appeals proceedings. The SFT decides that the award is in line with both substantive and procedural public policies.

#### Supporting issue

The SFT reasons that the right to be heard allows each party to express themselves on the essential facts for the decision, present their legal arguments, propose evidence on relevant facts, and participate in the arbitral tribunal's hearings. In addition, the SFT reasons that the right to produce evidence must be exercised in a timely manner and in accordance with applicable procedural rules. As such, the SFT reasons that an arbitral tribunal may refuse to allow the production of an evidence without violating the right to be heard if the evidence: (1) is unsuitable for forming the panel's conviction; (2) if the fact to be proven is already established; (3) if it is irrelevant; or (4) if the panel, through an anticipatory assessment of the evidence, concludes that its conviction is already formed and the result of the requested evidentiary measure cannot alter it. Moreover, the SFT reasons that the panel has a minimum duty to examine and address relevant issues, which is violated when the panel fails to consider allegations, arguments, evidence presented by one of the parties that are significant to the decision. The SFT reasons that it is the burden of the party that alleges the violation to prove it. The SFT further reasons that the party alleging the violation of the right to be heard cannot do so to indirectly trigger a review of the application of substantive law. The SFT notes that the official has not discharged his burden of proof and aims to criticize the panel's reasoning and attempts to prompt the SFT to rule on the merits of the dispute, which is inadmissible. The SFT decides that the that the panel did not violate the official's right to be heard.



Quarterly Report on CAS Football Awards

Other landmark cases

# European Court of Justice





# ECJ C-365/23, Arce

Reference number: [C-365/23](#)

Award date: 20 March 2025

Topic: Consumer protection



## REQUESTING AUTHORITY

Senāts  
Augstākā tiesa



Latvian

## PARTIES TO THE ORIGINAL PROCEEDINGS

SIA A v. C, D, E

## JUDGES

President.

Irmantas Jarukaitis

Judge.

Dimitrios Gratsias

Judge.

Eugene Regan



## CATEGORY

Agents

## ISSUES

Agency contract; representation

## RELEVANT RULES & REGULATIONS

Charter of Fundamental Rights of the European Union; arts. 17 and 24  
Directive 93/13/EEC; arts. 2(b), 3(1), 4(2), 5, 6(1), 8a

## LANGUAGE

English

## KEYWORDS

Children's right; standard contract; representation of a minor

## ORIGIN

### Main issue

Is a sportsperson of minor age considered a consumer in accordance with the Directive 93/13 when concluding a contract for services for development and career support while not being a professional athlete? Yes, the sportsperson of minor age is considered a consumer.

## ECJ C-365/23, Arce

## Background

On 14 January 2009, a minor aged 17, represented by his parents, concluded a contract with an agency for services to provide support for sporting development and career in the field of basketball. The contract had a duration of 15 years, until 14 January 2024. In addition, the contract established that the agency would offer the minor a whole range of services, including coaching, training, sports medicine, support by sports psychologist, career guidance, legal services, contract negotiation, and accountancy. In return, the contract established that the minor would pay a remuneration to the agency equal to 10% of all the net income which he would be entitled to receive throughout the duration of the contract, plus the value added tax applicable in Latvia as long as the minor's income was of at least EUR 1,500 per month.

On 20 June 2020, the agency filed a claim against the player before the Latvian court seeking an order that the player and his parents pay the sum corresponding to 10% of the player's income from contracts concluded with sports clubs. The court of first instance and the appeal court dismissed the agency's claim. The agency brought an appeal before the Latvian Supreme Court, which decided to stay the proceedings and to refer questions to the European Court of Justice for a preliminary ruling.

## » ECJ C-365/23, Arce

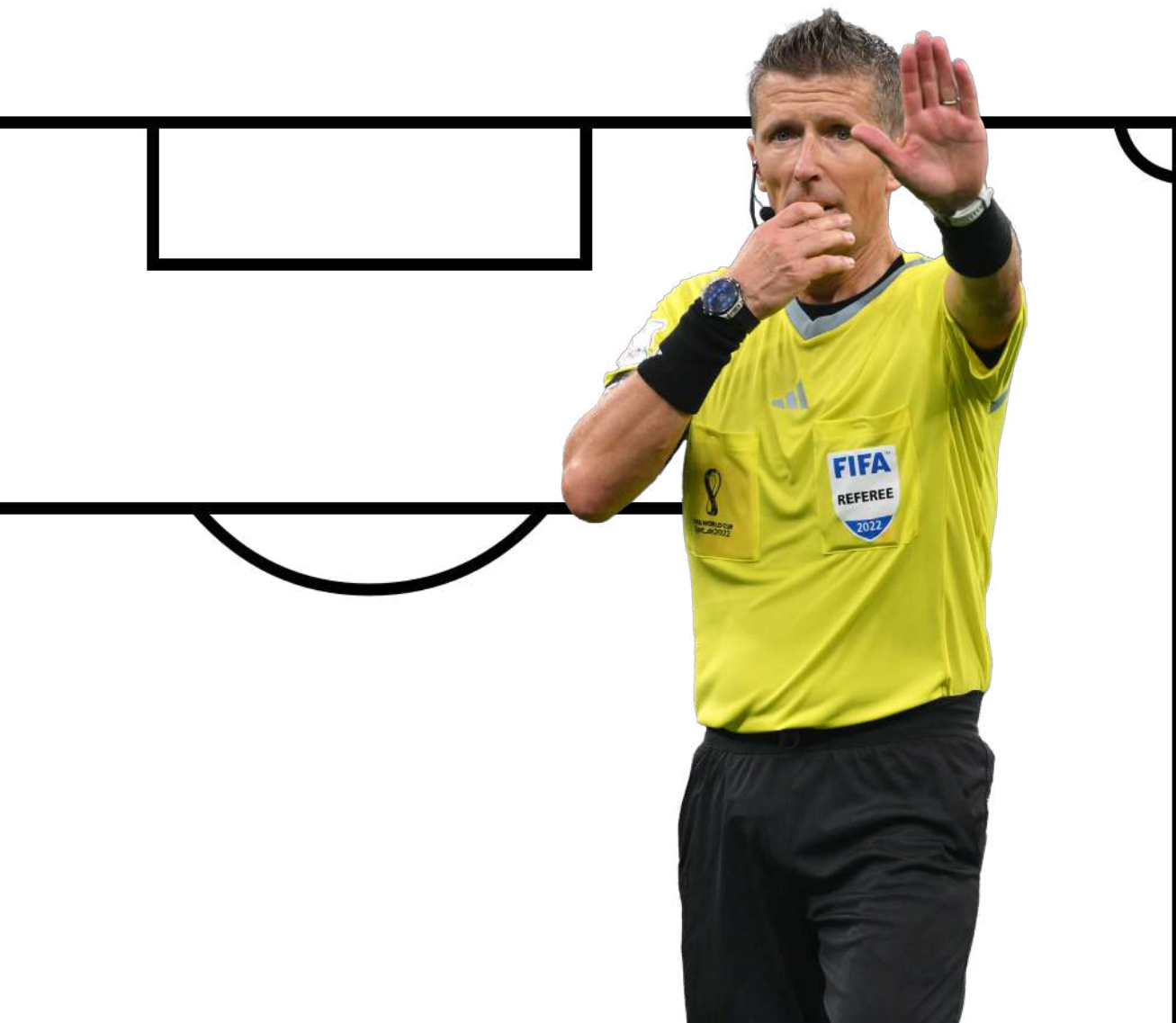
### MAIN LEGAL FINDINGS

#### Main issue

The ECJ reasons that Directive 93/13 is applicable in a situation where a contract has been concluded between a supplier carrying on an activity in the field of sports development and a player of minor age represented by his/her parents who, when that contract was concluded, did not pursue the sporting activity concerned on a professional basis. The ECJ notes that such a conclusion is not invalidated when the consumer becomes a professional sportsperson after the conclusion of the contract. The ECJ decides that a contract for services for development and career support for a sportsperson, concluded between a supplier carrying on an activity in the field of sports development and a minor represented by his/her parents and who was not yet employed in the field of sport when that contract was concluded, falls within the scope of the Directive 93/13 as the sportsperson is considered a consumer.

## Disclaimer

Regarding any potential technical references included in this report, please be advised that in the event of any contradiction between this report and the actual text of the relevant regulations, letter, decision, or award, the latter always prevails. The information contained in this report (January - March 2025) is based on publicly available data or data provided directly by the Court of Arbitration for Sport during this specific period, and always concerning non-confidential awards or decisions. FIFA assumes no responsibility for the accuracy, completeness and reliability of this information.





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